

**REQUEST FOR PROPOSALS/QUALIFICATIONS**  
**(RFP/Q)**  
**Rev. 8/5/05**

**RFP/Q #05-004**

The Administrative Office of the Courts, Twentieth Judicial Circuit, State of Florida, is accepting **sealed** Proposals/Quotes for the following:

**CONTRACT FOR**

**Integration of Family Case Management/Calendaring System**

**THE TWENTIETH JUDICIAL CIRCUIT  
SPECIFICALLY IN CHARLOTTE, COLLIER, GLADES, HENDRY AND LEE  
COUNTIES**

**Copy of RFP/Q:**

A copy of the Request for Proposals/Quotes may be obtained from the Administrative Office of the Courts, 1<sup>st</sup> Floor, Room 1213, Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL., telephone (239) 335-2552, or from the Administrative Office of the Courts' website at <http://www.ca.cjis20.org>.

**Proposal Deadline:**

All Proposals/Qualifications must be received and date/time stamped by the Administrative Office of the Courts no later than **2:00 p.m. EST, September 13, 2005.** Proposals received after this deadline will not be accepted. If mailed, the Administrative Office of the Courts accepts no responsibility for ensuring that the proposal is date/time stamped prior to the Proposal Deadline.

**Submission:** All Proposals must be delivered or mailed to:

Administrative Office of the Courts  
Twentieth Judicial Circuit  
ATTN: Lisa Kiesel, Finance Manager  
Lee County Justice Center  
1700 Monroe Street, Room 1213  
Fort Myers, Florida 33901

**Please submit an original and three copies.**

**FACSIMILIES WILL NOT BE ACCEPTED.**

**ENVELOPES MUST BE IDENTIFIED WITH THE NOTATION:  
RFP/Q #05-004**

**REQUEST FOR PROPOSALS/QUOTES**  
**FOR**

**Integration of Family Case Management/Calendaring System**

**TWENTIETH JUDICIAL CIRCUIT OF FLORIDA**  
**CHARLOTTE, COLLIER, GLADES, HENDRY AND LEE COUNTIES**

**RFP/Q #05-004**

**PART A: NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that sealed proposals marked **RFP/Q #05-004** shall be received at the Administrative Office of the Courts, Lee County Justice Center, 1700 Monroe Street, Room 1213, Fort Myers, FL 33901 (239) 335-2552 no later than **2:00 p.m., September 13, 2005** for the following services:

1. **SCOPE OF SERVICES:**

The Administrative Office of the Courts (hereinafter "AOC" and/or "Requestor") plans to enter into a contract or contracts with one or more qualified vendors to provide software development and /or integration solution to build a comprehensive Family case management/calendaring system for the Courts in the Twentieth Judicial Circuit in Charlotte, Collier, Glades, Hendry, and Lee Counties.

This RFP/Q is solicited by the Administrative Office of the Courts to obtain services of a software vendor or vendors capable of developing an integrated solution to combine existing automated and semi-automated case management, mediation and calendaring systems into an efficient system that will support differentiated case management tracking and calendaring practices under development in the 20<sup>th</sup> Circuit.

2. **TERM OF CONTRACT**

The initial period of the contract will be for twelve (12) months covering **October 1, 2005 through September 30, 2006**, with potential for four (4) one-year extensions.

3. **AVAILABILITY OF DOCUMENTS:**

The Proposal documents are available from the Administrative Office of the Courts, Lee County Justice Center, 1700 Monroe Street, Room 1213, Fort Myers, Florida 33901, and telephone (239) 335-2552, or from the Administrative Office of the Courts' website at <http://www.ca.cjis20.org>

4. **AOC REPRESENTATIVE:**

The AOC Representative who will coordinate the solicitation, evaluation and award of this RFP/Q and serve as the AOC's Contract Administrator is:

Administrative Office of the Courts  
Lisa Kiesel, Finance Manager  
Lee County Justice Center  
1700 Monroe Street, Room 1213  
Fort Myers, Florida 33901  
Phone: (239) 335-2552.

Questions regarding the specifications and requirements of the RFP/Q should be made IN WRITING to the AOC Representative no later than **September 1, 2005**.

5. **LOBBYING**

Proposers are hereby advised that they are not to lobby for a contract with ANY Court Administration personnel. Violation of this provision may result in a Proposer's disqualification.

6. **PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held on **September 1, 2005 at 1:30 p.m.** at the Administrative Office of the Courts, Lee County Justice Center, 1700 Monroe Street, Room 1213, Fort Myers, Florida 33901, to answer questions regarding the specifications and requirements of this RFP/Q. Prospective vendors are encouraged to attend.

After the pre-proposal conference, questions regarding the specifications and requirements of the RFP/Q shall be directed to the Contract Administrator in writing no later than **September 2, 2005**.

AOC will post on the 20<sup>th</sup> Judicial Circuit website the answers to questions raised during the pre-proposal conference and to questions timely submitted in writing.

**PART B: INSTRUCTIONS TO PROPOSERS**

1. **DEFINITIONS**

- (A) "AOC" is defined as the Administrative Office of the Courts for the Twentieth Judicial Circuit or its duly authorized representative at the following address: Lee County Justice Center, 1700 Monroe Street, Room 1213, Fort Myers, Florida 33901.
- (B) "Proposal Deadline" is defined as the date and time specified at the beginning of Part A as to the date and time when these documents must be submitted.

(C) “Proposal Documents” or “Contract Documents” shall include:

Part A: *Notice to Proposers*

Part B: *Instructions to Proposers*

Part C: *Specifications – Scope of Work*

Part D: *Additional Contract Terms and Conditions*

Part E: *Evaluations of Proposals*

Part F: *Proposal Submissions*

Attachment A: *Sworn Statement Under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes*

Attachment B: *Sample Contract*

Also included are all Addenda and/or Contract Amendments issued by the AOC.

Titles, Subtitles, and/or Headings are used merely for convenience purposes.

(D) “Proposer” is defined as one who submits a Proposal to the AOC in response to this solicitation, prior to the Proposal Deadline.

(E) “Successful Proposer” is defined as the most qualified, responsive, and responsible Proposer(s) to whom the AOC makes a written award, based upon evaluation criteria contained herein.

## **2. PREPARATION OF PROPOSALS**

Proposals shall comply with the following to be valid. Failure to comply shall result in **AUTOMATIC DISQUALIFICATION**.

- (A) An authorized representative shall legibly and manually sign the proposal. Where applicable, corporate and/or notary seals shall be attached. If a corporation, the corporate address and state of incorporation shall be shown. If a partnership, an individual authorized to legally contract on behalf of the partnership shall sign the Proposal, and his/her title shall appear under the signature.
- (B) An original and three (3) copies of the Proposal shall be submitted in a sealed package, and clearly marked outside as RFP/Q #05-004 for “Integration of Family Case Management Systems.”
- (C) The Proposal shall be delivered to the AOC prior to the Proposal Deadline. The deadline shall be strictly observed. The proper and timely delivery of a Proposal is solely the responsibility of each Proposer. The AOC shall not bear responsibility for delays caused by any occurrence. Proposals received after the Proposal Deadline shall be returned, unopened.
- (D) **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a

contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity

**3. PROPOSAL EXPENSES**

Proposer shall be solely responsible for any expenses incurred in the preparation of its Proposal. Under no circumstances shall AOC be responsible for any such expenses.

**4. PROPOSER EXAMINATION**

Proposer shall carefully make all necessary investigations in order to be thoroughly informed as to all aspects of the services to be rendered pursuant to the requirements hereof. No pleas of ignorance or mistake as to conditions or difficulties that may be encountered in the services to be rendered hereunder will be accepted. Neither will they be accepted as a basis for any claims whatsoever for extra compensation. The Proposer is solely responsible for reading and completely understanding the requirements of this Request for Proposals/Qualifications and making all necessary investigations. The Contract Documents attached specify the proposed terms of the Agreement and should be carefully reviewed for detailed requirements. A successful Proposer shall be required to execute an Agreement substantially in the form as set forth in Attachment B.

**5. PROPOSAL ERRORS**

Where Proposals have erasures or corrections, each correction must be in ink and initialed in ink by the authorized agent of the Proposer. Any blank spaces, qualifying notes, exceptions, counteroffers, and/or lack of required submittals may cause Proposer to be declared non-responsive.

**6. WITHDRAWAL, TRANSFER OR MODIFICATION OF PROPOSAL**

- (A) Proposals may be withdrawn in a written and signed request received by the AOC prior to the Proposal Deadline.
- (B) All proposals shall remain in full force and effect for a period of forty-five (45) calendar days after the Proposals are opened and shall not be revoked, withdrawn, or canceled within that time frame. The award of a contract shall not nullify this requirement.
- (C) Proposer may not assign or otherwise transfer its Proposal prior to or after the Proposal Deadline.
- (D) Proposer shall not modify its Proposal after the Proposal Deadline for any reason, unless such modifications are the result of negotiations in the scope of the awarding of this Contract.

## **7. PROPOSAL OPENING**

Every Proposal, which has been properly delivered prior to the Proposal Deadline, shall be opened immediately following the Deadline barring unforeseen circumstances. Proposers and other interested persons may be present in person or by representative.

## **8. AWARD OF CONTRACT/REJECTION OF PROPOSALS**

- (A) At the conclusion of negotiations, the AOC will award a contract(s) to the most responsive and responsible Proposer(s) that AOC deems will be in the best interest of the AOC. The AOC reserves the right to reject any and all Proposals, to waive any and all formalities, the right to disregard all nonconforming, non-responsive, or conditional Proposals and the right to make modifications to the proposed contract. The AOC reserves the right to reject the Proposal of any Proposer if the AOC believes it would not be in the best interests of the Twentieth Judicial Circuit.
- (B) Nothing contained herein shall require the AOC to reject Proposals or award a contract based upon anything other than its sole discretion as described herein. By submitting a Proposal, the Proposer recognizes and accepts that the AOC may reject the Proposal based upon the exercise of its sole discretion. Proposer waives any claim it may have for damages or other relief resulting directly or indirectly from the rejection of its Proposal based upon these grounds including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.
- (C) The Successful Proposer shall sign a written Agreement, substantially similar to the “Draft” which is included in the Proposal Documents as Attachment B, within seven (7) calendar days of Notice of Award. In the event that it fails to do so, the award may be withdrawn by the AOC, and the AOC may award the Contract to any other Proposer in its sole discretion.

## **PART C: SPECIFICATIONS-SCOPE OF WORK**

### **1. Background and System Requirements**

The 20<sup>th</sup> Judicial Circuit of Florida has Circuit and County Courts in 5 Counties – Lee, Charlotte, Collier, Glades and Hendry. Information Systems in the different counties have been evolving separately over the years. Each County today uses its own Case Management System. Automated data exchange mechanisms between the systems do not exist.

At Lee County, the Mediation and Family Court Services Departments have separate databases. When a case is sent for Mediation, the Family Court is finding it difficult and tedious to monitor the progress of the case. This monitoring is necessary since the outcome of the mediation determines the next steps to be taken by the Case Manager. The Judicial Department also has to examine the case file to determine the types of conferences held for the case.

The 20<sup>th</sup> Circuit seeks to integrate a workflow tracking and a judicial calendaring system within the existing case management system. The common calendaring and workflow system will be used by Judges, Magistrates, JA's, Case Managers, Administrative Assistants, Mediators, and Mediation Secretaries. This system will be pilot tested in one county within the Circuit, with potential for expansion to four additional counties in the circuit.

The solution proposed must be integrated with the existing Family Law Case Management System (FLCS) and with the Mediation system in Lee County. Proposers should specify the total costs of and software design for the integration solutions.

In terms of initial scope, the system should support nine (9) individual calendars to be maintained in the system, as follows:

- One for each Judge (3)
- One for each Magistrate (2)
- One for each Case Manager (3)
- One for Mediation, shared by the Mediators

System requirements should include, but not be limited to security built in based on roles and configurable by calendar types. These roles need to include rights to modify such as modify, add, view and delete capabilities for the calendaring process.

The system should allow for proactive scheduling and case management reporting from all user points on the system. Immediate potential for user-defined aging and management reports will be required. Future potential for web-based access for remote attorney to schedule should be available as an option.

#### (A) Caseflow/Workflow Management

A caseflow/workflow module should be proposed that would allow integration of the calendaring function with the existing Family Case Management system. At a minimum the component should support one system of calendaring/scheduling that can be accessed by all defined users. It should support automated noticing and calendar generation and proactive "queuing" of cases from one stage or user to the next (e.g. Case manager, Judge, Mediation). The system must also provide ability to support the new DCM procedures being implemented in the 20<sup>th</sup> circuit. Specifically, data elements for case classification, case type and age of case should be included in the data design.

Users need to be able to pass information from one department to another on an assignment basis outside of scheduling an event. Each assignment needs to be able to link a document or have the ability to attach notes with a start and due date, have priority levels and a status (such as completed, incomplete etc.)

Other specifications to be included:

- A tickler mechanism for each user, reminding the user about tasks that are overdue or becoming due. The most urgent tasks are at the top of the list.

- A communication mechanism between users regarding the status of assignments, results of assignments that have been completed, and the next steps to be taken. Supervisors in the Family Court can monitor, from any workstation, the work-in-process in the entire Court.
- Management report capability for Performance Analysis Summary and Performance Analysis Detail to facilitate use of Aging Exception Reports and to facilitate statistical analysis, the identification of workload bottlenecks by task and time pending in each stage by case classification.

(B) Integration with Case Management System

When a hearing/conference is being scheduled, case information must be capable of being retrieved from the Family Law Case Management System (FLCS) when the user enters the Case Number in the new calendaring module.

Hearings/conferences being scheduled must be submitted to FLCS in real-time. Proposers must specify the procedures that will be used to link the proposed calendaring system to the existing Mediation and Family Law Case Management Systems

(C) Calendaring module

The calendaring module should be designed to provide an easy to use, web based, flexible calendaring system that supports case scheduling, production of notices and user defined calendars by Judges, Magistrates, Case Managers and Mediation staff. The workflow system should provide users with a “tickler” type of functionality to show users the cases in queue that are awaiting scheduling at each stage including case age and case track classification (simple, standard, complex). Cases pending “over time goals” for each stage should be highlighted as an alert to the user. Other key functionalities that are required in the calendaring system:

- Ability to allow Judicial Assistants to easily schedule, reschedule or cancel hearings with the history being maintained;
- Ability to maintain master or individual calendars;
- Flexibility to have user easily define or change the elements to print on a court calendar;
- Changes made to calendars should have an audit trail;
- Security features to provide role/access permissions capability;
- Block/unblock timeslot capability;
- Search feature- ability to search on all fields;
- Search available timeslots capability;
- Docket reporting capability by judge or by calendar type;
- Potential for future scheduling and searching available timeslots for all calendars over the internet;

(D) Email notifications to designated parties

The solution proposed should have the capability available (standard or as an option) to send email notifications to all the designated parties in each case whenever a hearing is scheduled, canceled, or rescheduled.



(E) Other Design Requirements

The 20<sup>th</sup> Circuit's long-term goals require that the system proposed have the ability for future expansion and built to meet current National Court Technology standards as follows:

- Incorporates the NCSC Functional Standards for Case Management Systems and the Global Justice XML Data Model.
- Adaptable to changing Differentiated case management procedures.
- Event-driven, and, therefore, adaptive to case-flow as it actually occurs.
- Provide "at a glance" feature to see all work in progress of a court case.
- Aging Report capability without additional customization costs.
- Ability to attach documents electronically or set a reference to the Family Case Management system between users in the calendaring/workflow system.
- Share a common library of screens, functions, forms and reports across all Divisions.
- Caseflow, functions, forms and reports configurable for each Division.
- Incorporates existing court rules.
- Configurations for case-flow, functions, forms, reports should have the ability to be changed at any time, with immediate effect. Additional costs associated with code changes should be minimal.
- Judges and JA's should have flexibility to modify calendaring formats per their individual preferences, within the constraints of the court rules.
- Ability for central monitoring, across all courts, of case-flow status against mandated time-lines.
- Performance Analysis reports facilitate circuit-wide statistical analysis, monitoring performance, and identifying workload bottlenecks by task.

**2. Professional Qualifications and References**

Submission of a Proposal assuring quality, professionalism, and timeliness of service will be required from all Proposers.

(A) Proposers Ability to Perform

Proposer should have been engaged in commercial software systems design for the last five (5) years. Proposals will be considered from those regularly and currently engaged in providing and performing the services specified. At the start of the contract, Proposer shall have in place organization, facilities, equipment and trained personnel to ensure prompt and efficient service.

Proposer shall submit a brief written description of Proposer's qualifications specifically identifying:

- Length of time in business;
- Detailed description of a similar design project successfully completed in the past 3 years.

Identification of primary systems development staff to be assigned to this project, and education and qualifications of each on short notice.

(B) References

Proposer shall submit a list of at least three (3) professional references in the format provided in "Part F: Proposal Submissions."

**PART D: ADDITIONAL CONTRACT TERMS AND CONDITIONS**

**1. Contract Term**

The initial period of the contract will be for twelve (12) months covering October 1, 2005 through September 30, 2006, with the potential for four (4) one-year extensions.

**2. Billing**

All billing is to be completed by invoice submitted directly to the Administrative Office of the Courts, Twentieth Judicial Circuit, 1700 Monroe St., Ft. Myers, FL. 33901, Attn: Contract Administrator. All invoicing must be received by September 10th of each fiscal year.

**3. Laws and Regulations**

Successful Proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all Authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**4. Applicable Law/Compliance with All Laws/Venue**

(A) Applicable Law

The contract shall be deemed to be a Florida contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the State of Florida, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of whether actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the State of Florida.

(B) Compliance with All Laws

Successful Proposer shall comply with all federal, state, and Local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The Proposer represents that it possesses all necessary licenses

and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work.

(C) Venue

Any and all suits for any claims or from any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in Lee County, Florida.

**5. Non-assignment**

Successful Proposer shall not assign its rights and duties under this contract without the prior written consent of the AOC.

**6. Subcontractors**

The use of subcontractors and the work they are to perform shall receive prior written approval of the AOC Contract Administrator. The Successful Proposer shall be solely responsible for all work performed and materials provided by subcontractors. The Successful Proposer shall be responsible for the liability of subcontractors for the types and limits required of the Successful Proposer.

**7. Termination With Cause/Default/Cancellation**

Either party may immediately terminate their participation in this Agreement upon written notice for a breach by the other party of any material provision(s) hereof. For purposes of this paragraph, material breach shall include:

- A. violation of any material provision of this Agreement;
- B. failure to perform within any time limits provided for by this Agreement;
- C. institution of proceedings by, or against, CONTRACTOR or any of its officers, directors, or managing agents under the bankruptcy laws of the United States;
- D. fraud (by commission or omission) or other illegal act committed to procure this Agreement or any extension thereof;
- E. institution of disciplinary proceedings against and/or criminal prosecution of CONTRACTOR (or anyone whose services are provided by or through the CONTRACTOR) in any court or administrative body, inside or outside the State of Florida.

Upon termination, the Successful Proposer shall cease performance of any further work under the contract and turn over to the AOC any work in process for which payment has been made.

**8. Termination Without Cause**

The AOC may at any time, and for any reason, terminate the contract by written notice to the Successful Proposer specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Successful Proposer by certified mail/return receipt requested.

In the event of such termination, the Successful Proposer shall be paid such amount as shall compensate the Successful Proposer for work satisfactorily completed, and accepted by the AOC.

**9. Non-Appropriation**

The AOC shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of the contract. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of payments due under this contract, the AOC shall immediately notify the Successful Proposer of such occurrence and the contract shall terminate the last day of the fiscal period for which appropriations were received without penalty or expense to the AOC of any kind, whatsoever.

**10. Maintenance of Licenses and Insurance Coverage**

Successful Proposer shall maintain all such licenses as are required to do business in the State of Florida and in Lee, Hendry, Glades, Collier and Charlotte Counties, Florida including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Successful Proposer. Successful Proposer shall obtain and maintain such insurance as will protect Successful Proposer from claims under Workers' Compensation Laws. Successful Proposer shall obtain and maintain professional liability and comprehensive general liability insurance, including bodily injury liability coverage with a minimum amount of \$100,000.00 per person and \$300,000.00 per occurrence and property damage liability with a minimum amount of \$50,000 per occurrence.

**11. Hold Harmless – Indemnification**

If Successful Proposer, or any person performing services on behalf of Successful Proposer, acts negligently or in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or acts outside the scope of this Agreement, Successful Proposer shall indemnify and hold harmless the State of Florida, Judges, the AOC, the Court Administrator, and all of their employees from all suits, actions, or claims arising from such acts.

**12. Sample Contract**

Successful Proposer shall be required to execute an Agreement substantially in the form set forth in Attachment B, and shall be bound by all additional contractual terms set forth therein.

## **PART E: EVALUATION OF PROPOSALS**

### **1. Overview**

All criteria for evaluation are set forth in this RFP/Q document. Only these criteria will be used to determine the best proposal. Oral presentation(s) may be requested of some or all Proposers for purposes of clarification after all proposals are opened. AOC reserves the right, in its sole discretion, to determine a Proposer's ability to perform in accordance with the specifications, terms and conditions of the RFP/Q #05-004.

### **2. Evaluation Criteria**

The following criteria shall be used as the basis for award of this proposal:

- (A) Cost
- (B) Demonstrated Ability to deliver high quality service and product design
- (C) Qualifications of Proposer/firm
- (D) Responsiveness of the proposal to this RFP/Q.
- (E) Quality of the overall technology integration plan.

## **PART F: PROPOSAL SUBMISSIONS**

### **1. General Instructions:**

- (A) Number of copies: Submit the original and three signed copies of your proposal.
- (B) Proposal format: Proposers are to respond in detail to the information requested below. Proposers are encouraged to use each section and subsection header.

### **2. Systems Design**

Describe the proposed systems solution providing detailed description of the product(s) and design proposed to address requirements noted above in Part C: Specifications - Scope of Work:

- (A) Caseflow/ Workflow component
- (B) Systems integration proposal
- (C) Judicial Calendaring component
- (D) E-mail component
- (E) Other design features to address requirements

**3. Costs**

The initial period of the contract will be for twelve (12) months covering October 1, 2005 through September 30, 2006, with the potential for four (4) one-year extensions. Please provide the estimated costs for the total five-year period, including initial year startup costs and a detailed breakdown of extension costs for licensing and maintenance. Proposer should also stipulate an hourly rate for modifications not covered by the maintenance element of the contract.

**4. Proposer's Background**

(A) Proposer's business information.

Name of Firm: \_\_\_\_\_

Name(s) of partners or shareholders: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

(B) Attach copies of all licenses you are required to hold for the conduct of your business.

(C) Describe your firm's qualifications to provide Family caseflow system integration and calendaring system services:

(D) Length of time your firm has been in business and providing systems design services:

(E) Number of employees; ability to provide the necessary user support during the term of this contract and any renewals:

(F) Identify the primary systems development staff to be assigned to this project, and education and qualifications of each:

(G) Detailed description of a similar design project successfully completed in the past 3 years:

**5. References**

List three references that have utilized your services. Do not include the AOC or the Courts:

1. Individual's Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date of service(s): \_\_\_\_\_  
Volume of service(s): \_\_\_\_\_

Description of service(s) provided to reference:

2. Individual's Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date of service(s): \_\_\_\_\_  
Volume of service(s): \_\_\_\_\_

Description of service(s) provided to reference:

3. Individual's Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date of service(s): \_\_\_\_\_  
Volume of service(s): \_\_\_\_\_

Description of service(s) provided to reference:

**6. Public Entity Crimes Statement**

The Proposer shall submit the Sworn Statement Under Section 287.133(3)(A) Florida Statutes (Attachment A). If Proposer is a corporation or partnership, the Statement shall be sworn by a duly authorized agent.

**THE UNDERSIGNED PROPOSER, BY THE SIGNATURE BELOW, REPRESENTS THAT THE INFORMATION SUBMITTED IN ITS RESPONSE TO THIS RFP/Q IS TRUE AND CORRECT.**

**IN WITNESS WHEREOF, this Response to Request for Proposal/Qualifications #05-004 is hereby signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005.**

**ATTEST:**

\_\_\_\_\_  
Witness (Printed)

\_\_\_\_\_  
Printed Name of Corporation or Individual (Party)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Signature of Authorized Corporate Officer, Partner, or Individual



**ATTACHMENT A**

***SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES***

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Administrative Office of the Courts by \_\_\_\_\_ (print individual's name and title) for \_\_\_\_\_ (print name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
  
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"; includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or

applies to bid on contracts for the provision of goods or services let by public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer by the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.  
Personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name

My Commission expires:

Attachment B – Sample Agreement

**AGREEMENT**

**Between**

**Administrative Office of the Courts  
Twentieth Judicial Circuit**

**And**

\_\_\_\_\_

**For**

\_\_\_\_\_ **Services**

This Agreement, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, effective  
\_\_\_\_\_ through \_\_\_\_\_, is by and between the  
Administrative Office of the Courts, Twentieth Judicial Circuit, State of Florida (hereinafter "AOC") and  
\_\_\_\_\_ (hereinafter "CONTRACTOR"),  
a/an \_\_\_\_\_  
(Individual / Corporation duly incorporated under the laws of the State of Florida / etc.)

WHEREAS, the Court Administrator has the authority to enter into contracts on behalf of the courts of  
the Twentieth Judicial Circuit pursuant Section 43.26(2)(e), Florida Statutes, and Local Administrative  
Order 2.24; and

WHEREAS, \_\_\_\_\_ has the authority to enter into contracts on  
behalf of the CONTRACTOR; and

WHEREAS, the terms of this Agreement shall serve to promote the prompt and efficient administration  
of justice in the courts of the Twentieth Judicial Circuit; and

WHEREAS, the CONTRACTOR represents that it is fully qualified, willing and able to perform all of  
the services provided for herein; and

WHEREAS, the parties desire to define their respective responsibilities and obligations and to express  
their desire to cooperate together to accomplish the purposes and expectations of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties  
agree as follows:

**ARTICLE 1.  
SCOPE OF SERVICES**

1.01 General Requirements. The CONTRACTOR shall provide services as follows:

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1.02 Specific Requirements. The CONTRACTOR shall:

(a) 

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**ARTICLE 2.**  
**TERM OF AGREEMENT**

- 2.01 Initial Term. The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall continue through \_\_\_\_\_, 20\_\_\_\_, unless terminated prior thereto in accordance with other provisions of this Agreement.
- 2.02 Contract Extension. This Agreement may be continued or extended for four additional one-year terms upon mutual written agreement of the parties.

**ARTICLE 3.**  
**SPECIFIC CONTRACTUAL TERMS AND CONDITIONS**

- 3.01 Standards of Professional Service. The CONTRACTOR agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all codes of professional conduct and ethics applicable to the services to be provided by the CONTRACTOR.
- 3.02 Compliance with and Knowledge of the Law. The CONTRACTOR warrants and represents that it complies with and will continue to comply with all federal, state and local laws, statutes, ordinances, codes, rules, and regulations governing the services to be provided by the CONTRACTOR. In addition, the CONTRACTOR expressly warrants and represents that it has knowledge of the requirements of all such laws, statutes, ordinances, codes, rules, and regulations.
- 3.03 Maintenance of Licenses. The CONTRACTOR agrees that it shall maintain all such licenses as are required to do business in the State of Florida and in \_\_\_\_\_ County (or Counties), Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the CONTRACTOR.
- 3.04 Insurance Coverage. The CONTRACTOR agrees that it shall obtain and maintain such insurance as will protect the CONTRACTOR from claims under Workers' Compensation laws. The CONTRACTOR shall obtain and maintain professional liability insurance and comprehensive general liability insurance, including bodily injury liability coverage with a minimum amount of \$100,000.00 per person and \$300,000.00 per occurrence and property damage liability with a minimum amount of \$50,000.00 per occurrence. The CONTRACTOR shall provide the AOC with a copy of all such policies within fifteen (15) days of signing this Agreement.
- 3.05 Convicted, Discriminatory, or Suspended Vendor Lists. The CONTRACTOR warrants and represents that pursuant to Section 287.133, Florida Statutes, entitled *Public Entity Crime*, and Section 287.134, Florida Statutes, entitled *Discrimination*, it has never been placed on and is not currently on the State's Convicted Vendor List or the State's Discriminatory Vendor List. The CONTRACTOR further warrants and represents that it has never been removed from the State's Vendor list pursuant to Florida Administrative Code 60A-1.006. Copies of Sections 287.133 and 287.134, Florida Statutes, are attached and incorporated herein as *Exhibit A*, and the CONTRACTOR expressly acknowledges being informed by attachment hereto of the provisions of Sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.
- 3.06 No Employee Benefits. The parties agree that neither the CONTRACTOR, nor any person whose services are provided by or through the CONTRACTOR, shall be entitled to any rights or privileges of employees of the State of Florida, any County within the Twentieth Judicial Circuit, or the AOC for any reason.

3.07 Independent Contractor. The parties agree that the CONTRACTOR's relationship with the AOC shall at all times be that of independent contractor. Nothing contained herein shall be deemed to contemplate any party as a servant, partner, employee, agent or representative of the other party, or to create the relationship of employer-employee, joint venturers, or association as between the CONTRACTOR, or any person whose services are provided by or through the CONTRACTOR, and the State of Florida, any County within the Twentieth Judicial Circuit, or the AOC. Neither the AOC, nor the Judges of the Twentieth Judicial Circuit, supervise, direct or control the activities of the CONTRACTOR or any person providing services by or through the CONTRACTOR.

3.08  Subcontractors and Employees of Contractor may be used. The parties agree and acknowledge that the CONTRACTOR may utilize the services of subcontractors and/or employees to fulfill its obligations under this Agreement. The CONTRACTOR shall ensure that all of its subcontractors and employees meet and comply with the qualifications and quality standards set forth in this Agreement and shall ensure that all of its subcontractors and employees comply with all material and non-material requirements of this Agreement. When the services to be provided and performed relate to a professional service(s), which, under Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such services, the CONTRACTOR agrees to employ and/or retain only qualified personnel to perform all services to be provided pursuant to the terms and conditions of this Agreement. As between the AOC and the CONTRACTOR, the CONTRACTOR exclusively assumes responsibility for the acts of (or failure to act by) all subcontractors and employees of the CONTRACTOR. The CONTRACTOR agrees to be solely responsible for all work performed by its subcontractors and employees in meeting the requirements of this Agreement. The CONTRACTOR further agrees to hold the AOC and its employees harmless from any and all acts or omissions or from any liability whatsoever with respect to the CONTRACTOR's subcontractors and employees.

-OR-

3.08  Subcontractors and Employees of Contractor may not be used. The parties agree and acknowledge that all work shall be performed by the CONTRACTOR and the CONTRACTOR shall not utilize the services of subcontractors and/or employees to fulfill its obligations under this Agreement without prior written permission of the AOC. In the event that prior written permission is granted by the AOC for the use of subcontractors and/or employees, the CONTRACTOR shall ensure that all of its subcontractors and employees meet and comply with the qualifications and quality standards set forth in this Agreement and shall ensure that all of its subcontractors and employees comply with all material and non-material requirements of this Agreement. When the services to be provided and performed relate to a professional service(s), which, under Florida Statutes, require a license, certificate of authorization, or other form of legal entitlement to practice such services, the CONTRACTOR agrees to employ and/or retain only qualified personnel to perform all services to be provided pursuant to the terms and conditions of this Agreement. As between the AOC and the CONTRACTOR, the CONTRACTOR exclusively assumes responsibility for the acts of (or failure to act by) all subcontractors and employees of the CONTRACTOR. The CONTRACTOR agrees to be solely responsible for all work performed by its subcontractors and employees in meeting the requirements of this Agreement. The CONTRACTOR further agrees to hold the AOC and its employees harmless from any and all acts or omissions or from any liability whatsoever with respect to the CONTRACTOR's subcontractors and employees.

- 3.09 Employment Practices. The CONTRACTOR warrants and represents that any person providing services on its behalf pursuant to this Agreement will be treated equally by the CONTRACTOR without regard to race, creed, color, physical handicap, sex, age, national origin, and/or veteran's status. The CONTRACTOR further warrants that all of its subcontractors and employees utilized pursuant to this Agreement will be in full compliance with the requirements of the Fair Labor Standards Act.
- 3.10 Record Keeping. The CONTRACTOR agrees to maintain proper records to enable the AOC to establish the cost of all services rendered, and shall make those records available to the AOC upon request. The AOC may audit or inspect the CONTRACTOR's books, statements, ledgers and/or other financial records relating to services rendered hereunder for five (5) years from the termination of this Agreement or until all federal/state audits are complete for the relevant fiscal year, whichever is later. All financial records shall be made available at the CONTRACTOR's principal place of business.
- 3.11 Ownership and Transfer of Documents. All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the CONTRACTOR under this Agreement shall be the property of the CONTRACTOR until the CONTRACTOR has been paid for performing the services and work required to produce such documents. Upon completion or termination of the Agreement, all of the above documents to the extent requested by the AOC shall be delivered to the AOC or to any subsequent CONTRACTOR within thirty (30) calendar days. The CONTRACTOR, at its expense, may make and retain copies of all documents delivered to the AOC for reference and internal use.
- 3.12 Correction of Errors, Omissions or Other Deficiencies.
- A. Responsibility to Correct. The CONTRACTOR agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by CONTRACTOR. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONTRACTOR.
- B. AOC's Approval Shall Not Relieve CONTRACTOR of Responsibility. Neither review, approval, or acceptance by AOC of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the CONTRACTOR, shall in any way relieve CONTRACTOR of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither AOC's review, approval or acceptance of, nor payment for, any part of the Provider's services, work and materials shall be construed to operate as a waiver of any of the AOC's rights under this Agreement, or any cause of action it may have arising out of the performance of the Agreement.
- 3.13 Indemnification and Hold Harmless. If the CONTRACTOR, or any person performing services on behalf of the CONTRACTOR, acts negligently or in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or acts outside the scope of this Agreement, the CONTRACTOR agrees that it shall indemnify and hold harmless the State of Florida, AOC, Judges, Court Administrator, and all court personnel, from all suits, actions, or claims arising from such acts.



- 3.14 Contractor's Ability to Contract. The CONTRACTOR expressly warrants and represents that the CONTRACTOR and the CONTRACTOR's principals, employees, and subcontractors, are not and have not been involved in any contractual arrangements, agreements, or relationships, including, but not limited to, any non-compete agreements with any former employers, partners, or contractors, which would or might preclude or prohibit CONTRACTOR from entering into this Agreement.

#### **ARTICLE 4. COMPENSATION**

- 4.01  Schedule of Payment – Flat Fee. The AOC agrees to pay the CONTRACTOR, as compensation for all services and work provided for hereunder, the amount of \$\_\_\_\_\_. This amount will be payable upon completion of all specific services provided for by this Agreement and upon submission of an invoice to the AOC.

-OR-

- 4.01  Schedule of Payment. The AOC agrees to pay the CONTRACTOR as compensation for all services and work provided hereunder in accordance with the Schedule of Payment which is attached and incorporated herein as *Exhibit B*. The CONTRACTOR agrees that this payment is fair and reasonable compensation for the services and work provided by and/or through the CONTRACTOR. If compensation is based on an hourly rate or if performance and payment is to be made in stages, the CONTRACTOR agrees to submit invoices for payment on a monthly basis or upon completion of each stage.
- 4.02 Costs Included. Unless otherwise stated in the Schedule of Payment, the parties agree that the compensation provided for herein includes payment for all out-of-pocket expenses incurred by the CONTRACTOR, including, but not limited to, parking fees, office supplies, materials, equipment, rent, postage, copying expenses, office overhead, operating expenses, and travel. However, on a case-by-case basis, specific costs may be reimbursed at the discretion of the AOC. Any request by the CONTRACTOR for reimbursement of such costs must be approved in writing by the AOC prior to such costs being incurred. Nothing herein contained shall be construed as approval thereof. If mileage or out-of-town travel is approved, such expenses will be paid pursuant to the provisions of Section 112.061, Florida Statutes.
- 4.03 Compensation to Subcontractors or Employees of Contractor Included. If the use of subcontractors or employees is permitted by this Agreement or is approved in writing by the AOC, the parties agree that the compensation provided for herein includes payment for all such services provided by or through the CONTRACTOR by subcontractors or employees of the CONTRACTOR. The parties further agree that the AOC shall not be responsible for payment of any monies to any subcontractors or employees providing services through this Agreement on behalf of the CONTRACTOR.
- 4.04 Claims for Extra Compensation. If the CONTRACTOR encounters additional work and services not included in this Agreement or any amendment or supplement thereto which, in the opinion of the CONTRACTOR, is necessary for the successful completion of the terms of this Agreement and requires extra compensation, the CONTRACTOR agrees that, before it begins the additional work, it shall promptly notify the AOC in writing of its intention to perform the additional work and to make a claim for extra compensation. The CONTRACTOR further agrees that it shall not begin the additional work prior to obtaining written approval from the AOC. Notification by the CONTRACTOR under the terms of this paragraph shall not be construed as proving the validity of the claim, and the CONTRACTOR agrees to provide documentation in support of its claim

upon request by the AOC. The parties agree that no claim for extra compensation will be considered unless the CONTRACTOR provides written notification in accordance with the notice requirements set forth in this Agreement, and unless the CONTRACTOR obtains from the AOC written approval for the additional services prior to performing the additional work. The parties further agree that the AOC, in its discretion, may accept or reject the CONTRACTOR's claim as to the performance of additional work and is not compelled by the terms of this Agreement to approve additional work or extra compensation requested by the CONTRACTOR. The AOC's refusal to approve additional work or extra compensation shall not relieve the CONTRACTOR of its obligations to perform under the terms of this Agreement.

- 4.05 Payment Terms. The CONTRACTOR agrees to submit to the AOC a detailed invoice(s) for services in a form acceptable to the AOC. The AOC shall review the invoice(s) and may request additional documentation, in its sole discretion. Following the AOC's approval of the invoice(s), the AOC shall immediately initiate payment procedures. The parties agree that all payments under this Agreement shall be made in accordance with Section 215.422, Florida Statutes, or in accordance with any other AOC fiscal policies.

**ARTICLE 5.  
TERMINATION; BREACH; REMEDIES**

- 5.01 Termination Without Cause. The AOC reserves the exclusive right to terminate this Agreement without cause, upon thirty (30) days written notice to the CONTRACTOR.
- 5.02 Termination For Cause. Either party may immediately terminate their participation in this Agreement upon written notice for a breach by the other party of any material provision(s) hereof. For purposes of this paragraph, material breach shall include:
- A. violation of any material provision of this Agreement;
  - B. failure to perform within any time limits provided for by this Agreement;
  - C. institution of proceedings by, or against, CONTRACTOR or any of its officers, directors, or managing agents under the bankruptcy laws of the United States;
  - D. fraud (by commission or omission) or other illegal act committed to procure this Agreement or any extension thereof;
  - E. institution of disciplinary proceedings against and/or criminal prosecution of CONTRACTOR (or anyone whose services are provided by or through the CONTRACTOR) in any court or administrative body, inside or outside the State of Florida.
- 5.03 Failure to Perform in a Timely Manner. Should the CONTRACTOR fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the AOC may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the AOC at its option may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONTRACTOR resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

- 5.04 Remedies Upon Breach. Either party may exercise any rights available under law or equity in the event of breach by the other party. The parties agree that a waiver by either party of any default shall not be construed as waiving any rights in the event of any subsequent default.
- 5.05 Non-Appropriation - Availability of Funds. The parties agree that the AOC shall be bound and obligated hereunder only to the extent that funds, or sufficient funds, shall have been appropriated and budgeted for the purpose of this Agreement. In the event funds, or sufficient funds, are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the AOC shall immediately notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received, without penalty or expense to the AOC of any kind whatsoever. The AOC reserves the right to reallocate available funds based on operational necessity in its sole discretion.

## **ARTICLE 6.**

### **GENERAL CONTRACTUAL TERMS AND CONDITIONS**

- 6.01 Termination of Prior Agreements. This Agreement constitutes the only agreement between the parties and terminates any prior agreements
- 6.02 Entire Agreement. In the event that this Agreement was procured through the use of a Request for Proposals/Qualifications, the parties agree that the subject Request for Proposals/Qualifications, in its entirety including the CONTRACTOR's Proposal Submissions, shall be incorporated into this Agreement as if fully set forth herein. The parties agree that this written Agreement, including the Request for Proposals/Qualifications if applicable, constitutes the entire agreement of the parties. No provision of it may be waived except by an instrument in writing signed by the party against which the enforcement of the waiver is sought, and then only to the extent set forth in this Agreement.
- 6.03 Modification of Agreement. No modification, amendment, or addition to this Agreement shall be effective unless contained in a writing signed by both parties with the same formality as this Agreement. Any such modifications, amendments, or additions shall become a part of this Agreement as though stated in full herein.
- 6.04 Assignment of Agreement. Neither party may assign its rights, duties, or obligations hereunder without the other party's express, written prior consent. In the event that the CONTRACTOR assigns its rights under this Agreement with the AOC's written prior consent, the Assignee shall accept full responsibility for the CONTRACTOR's duty to perform.
- 6.05 Cumulative Rights. All rights of the parties hereunder are cumulative, not alternative, and are in addition to any other rights given by law or equity.
- 6.06 Enforceability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the invalidity of such provision shall not affect the other provisions of this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
- 6.07 Applicable Law. This Agreement shall be deemed to be a Florida contract and shall be governed exclusively by the laws of the State of Florida and any applicable sections of the United States Code. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of Florida.



## Exhibit A – Fla. Stat. §287.133 (2004) and Fla. Stat. §287.134 (2004)

### 287.133 Public entity crime; denial or revocation of the right to transact business with public entities.--

(1) As used in this section:

(a) "Affiliate" means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

(b) "Convicted" or "conviction" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(c) "Convicted vendor list" means the list required to be kept by the department pursuant to paragraph (3)(d).

(d) "Department" means the Department of Management Services.

(e) "Person" means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

(f) "Public entity" means the State of Florida, any of its departments or agencies, or any political subdivision.

(g) "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

(3)(a) All invitations to bid, requests for proposals, and invitations to negotiate, as defined in s. [287.012](#), and any contract document described by s. [287.058](#) shall contain a statement informing persons of the provisions of paragraph (2)(a).

(b) Any person must notify the department within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Any public entity which receives information that a person has been convicted of a public entity crime shall transmit that information to the department in writing within 10 days.

(c) If the department has reason to believe that a person or an affiliate has been convicted of a public entity crime, the department may issue a written demand upon that person or affiliate, concerning any such conviction or affiliation, to appear and be examined under oath, to answer interrogatories under oath, or to produce documents or other tangible evidence for inspection and copying. The department shall conduct any such inquiry in accord with applicable provisions of the Florida Rules of Civil Procedure.

(d) The department shall maintain a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process under this section. The department shall publish an initial list on January 1, 1990, and shall publish an updated version of the list quarterly

thereafter. The revised quarterly lists shall be electronically posted. Notwithstanding this paragraph, a person or affiliate disqualified from the public contracting and purchasing process pursuant to this section shall be disqualified as of the date the final order is entered.

(e)1. Upon receiving reasonable information from any source that a person has been convicted, the department shall investigate the information and determine whether good cause exists to place that person or an affiliate of that person on the convicted vendor list. If good cause exists, the department shall notify the person or affiliate in writing of its intent to place the name of that person or affiliate on the convicted vendor list, and of the person's or affiliate's right to a hearing, the procedure that must be followed, and the applicable time requirements. If the person or affiliate does not request a hearing, the department shall enter a final order placing the name of the person or affiliate on the convicted vendor list. No person or affiliate may be placed on the convicted vendor list without receiving an individual notice of intent from the department.

2. Within 21 days of receipt of the notice of intent, the person or affiliate may file a petition for a formal hearing pursuant to ss. [120.569](#) and [120.57\(1\)](#) to determine whether it is in the public interest for that person or affiliate to be placed on the convicted vendor list. A person or affiliate may not file a petition for an informal hearing under s. [120.57\(2\)](#). The procedures of chapter 120 shall apply to any formal hearing under this section except where they are in conflict with the following provisions:

a. The petition shall be filed with the department. The department shall be a party to the proceeding for all purposes.

b. Within 5 days after the filing of the petition, the department shall notify the Division of Administrative Hearings of the request for a formal hearing. The director of the Division of Administrative Hearings shall, within 5 days after receipt of notice from the department, assign an administrative law judge to preside over the proceeding. The administrative law judge, upon request by a party, may consolidate related proceedings.

c. The administrative law judge shall conduct the formal hearing within 30 days after being assigned, unless otherwise stipulated by the parties.

d. Within 30 days after the formal hearing or receipt of the hearing transcript, whichever is later, the administrative law judge shall enter a final order, which shall consist of findings of fact, conclusions of law, interpretation of agency rules, and any other information required by law or rule to be contained in the final order. Such final order shall place or not place the person or affiliate on the convicted vendor list.

e. The final order of the administrative law judge shall be final agency action for purposes of s. [120.68](#).

f. At any time after the filing of the petition, informal disposition may be made pursuant to s. [120.57\(4\)](#). In that event, the administrative law judge shall enter a final order adopting the stipulation, agreed settlement, or consent order.

3. In determining whether it is in the public interest to place a person or affiliate on the convicted vendor list, the administrative law judge shall consider the following factors:

a. Whether the person or affiliate committed a public entity crime.

b. The nature and details of the public entity crime.

c. The degree of culpability of the person or affiliate proposed to be placed on the convicted vendor list.

d. Prompt or voluntary payment of any damages or penalty as a result of the conviction.

e. Cooperation with state or federal investigation or prosecution of any public entity crime, provided that a good faith exercise of any constitutional, statutory, or other right during any portion of the investigation or prosecution of any public entity crime shall not be considered a lack of cooperation.

f. Disassociation from any other persons or affiliates convicted of the public entity crime.

g. Prior or future self-policing by the person or affiliate to prevent public entity crimes.

h. Reinstatement or clemency in any jurisdiction in relation to the public entity crime at issue in the proceeding.

i. Compliance by the person or affiliate with the notification provisions of paragraph (b).

j. The needs of public entities for additional competition in the procurement of goods and services in their respective markets.

k. Mitigation based upon any demonstration of good citizenship by the person or affiliate.

4. In any proceeding under this section, the department shall be required to prove that it is in the public interest for the person to whom it has given notice under this section to be placed on the convicted vendor list. Proof of a conviction of the person or that one is an affiliate of such person shall constitute a prima facie case that it is in the public interest for the person or affiliate to whom the department has given notice to be put on the convicted vendor list. Prompt payment of damages or posting of a bond, cooperation with investigation, and termination of the employment or other relationship with the employee or other natural person responsible for the public entity crime shall create a rebuttable presumption that it is not in the public interest to place a person or affiliate on the convicted vendor list. Status as an affiliate must be proven by clear and convincing evidence. If the

administrative law judge determines that the person was not convicted or is not an affiliate of such person, that person or affiliate shall not be placed on the convicted vendor list.

5. Any person or affiliate who has been notified by the department of its intent to place his or her name on the convicted vendor list may offer evidence on any relevant issue. An affidavit alone shall not constitute competent substantial evidence that the person has not been convicted or is not an affiliate of a person so convicted. Upon establishment of a prima facie case that it is in the public interest for the person or affiliate to whom the department has given notice to be put on the convicted vendor list, that person or affiliate may prove by a preponderance of the evidence that it would not be in the public interest to put him or her on the convicted vendor list, based upon evidence addressing the factors in subparagraph 3.

(f)1. A person on the convicted vendor list may petition for removal from the list no sooner than 6 months from the date a final order is entered disqualifying that person from the public purchasing and contracting process pursuant to this section, but may petition for removal at any time if the petition is based upon a reversal of the conviction on appellate review or pardon. The petition shall be filed with the department, and the proceeding shall be conducted pursuant to the procedures and requirements of this subsection.

2. A person may be removed from the convicted vendor list subject to such terms and conditions as may be prescribed by the administrative law judge upon a determination that removal is in the public interest. In determining whether removal would be in the public interest, the administrative law judge shall give consideration to any relevant factors, including, but not limited to, the factors identified in subparagraph (e)3. Upon proof that a person's conviction has been reversed on appellate review or that he or she has been pardoned, the administrative law judge shall determine that removal of the person or an affiliate of that person from the convicted vendor list is in the public interest.

3. If a petition for removal is denied, the person or affiliate may not petition for another hearing on removal for a period of 9 months after the date of denial, unless the petition is based upon a reversal of the conviction on appellate review or a pardon. The department may petition for removal prior to the expiration of such period if, in its discretion, it determines that removal would be in the public interest.

(4) The conviction of a person for a public entity crime, or placement on the convicted vendor list, shall not affect any rights or obligations under any contract, franchise, or other binding agreement which predates such conviction or placement on the convicted vendor list. However, the administrative law judge in a proceeding instituted under this section may declare voidable any specific contract, franchise, or other binding agreement entered into after July 1, 1989, by a person placed on the convicted vendor list and a public entity, but only if the administrative law judge finds as fact that the person to be placed on the list has not satisfied the criteria set forth in sub-subparagraphs (3)(e)3.d., f., and g.

(5) The provisions of this section do not apply to any activities regulated by the Florida Public Service Commission or to the purchase of goods or services made by any public entity from the Department of Corrections, from the nonprofit corporation organized under chapter 946, or from any accredited nonprofit workshop certified under ss. [413.032-413.037](#).

**History.**--s. 2, ch. 89-114; s. 1, ch. 90-33; s. 32, ch. 90-268; s. 259, ch. 92-279; s. 55, ch. 92-326; s. 217, ch. 95-148; s. 33, ch. 95-196; s. 4, ch. 95-420; s. 62, ch. 96-410; s. 58, ch. 99-13; s. 29, ch. 2002-207.

#### **287.134 Discrimination; denial or revocation of the right to transact business with public entities.--**

(1) As used in this section:

(a) "Affiliate" means:

1. A predecessor or successor of an entity that discriminated; or

2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

(b) "Discrimination" or "discriminated" means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

(c) "Discriminatory vendor list" means the list required to be kept by the department pursuant to paragraph (3)(d).

(d) "Department" means the Department of Management Services.

(e) "Entity" means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

(f) "Public entity" means this state and any department or agency of this state.

(g) "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity.

(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

(3)(a) All invitations to bid, requests for proposals, and invitations to negotiate, as defined by s. [287.012](#), and any written contract document of the state must contain a statement informing entities of the provisions of paragraph (2)(a).

(b) An entity must notify the department within 30 days after a final determination of discrimination. Any public entity which receives information that an entity has discriminated shall transmit that information to the department in writing within 10 days. Before entering into any contract with the state, all entities shall disclose to the department whether they have been found liable, in a state circuit court or federal court, for violation of any state or federal law prohibiting discrimination based on race, gender, national origin, disability, or religion.

(c) The department shall maintain a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process under this section. The department shall publish an initial list on January 1, 2001, and shall publish an updated version of the list quarterly thereafter. The revised quarterly lists shall be electronically posted. Notwithstanding this paragraph, an entity or affiliate disqualified from the public contracting and purchasing process pursuant to this section shall be disqualified as of the date the final order is entered.

(d)1. Upon receiving reasonable information from any source that an entity has discriminated, the department shall investigate the information and determine whether good cause exists to place that entity or an affiliate of that entity on the discriminatory vendor list. If good cause exists, the department shall notify the entity or affiliate in writing of its intent to place the name of that entity or affiliate on the discriminatory vendor list, and of the entity's or affiliate's right to a hearing, the procedure that must be followed, and the applicable time requirements. If the entity or affiliate does not request a hearing, the department shall enter a final order placing the name of the entity or affiliate on the discriminatory vendor list. No entity or affiliate may be placed on the discriminatory vendor list without receiving an individual notice of intent from the department.

2. Within 21 days after receipt of the notice of intent, the entity or affiliate may file a petition for a formal hearing pursuant to ss. [120.569](#) and [120.57\(1\)](#) to determine whether it is in the public interest for that entity or affiliate to be placed on the discriminatory vendor list. An entity or affiliate may not file a petition for an informal hearing under s. [120.57\(2\)](#). The procedures of chapter 120 shall apply to any formal hearing under this section except where they are in conflict with the following provisions:

a. The petition shall be filed with the department. The department shall be a party to the proceeding for all purposes.

b. Within 5 days after the filing of the petition, the department shall notify the Division of Administrative Hearings of the request for a formal hearing. The director of the Division of Administrative Hearings shall, within 5 days after receipt of notice from the department, assign an administrative law judge to preside over the proceeding. The administrative law judge, upon request by a party, may consolidate related proceedings.

c. The administrative law judge shall conduct the formal hearing within 30 days after being assigned, unless otherwise stipulated by the parties.

d. Within 30 days after the formal hearing or receipt of the hearing transcript, whichever is later, the administrative law judge shall enter a final order, which shall consist of findings of fact, conclusions of law, interpretation of agency rules, and any other information required by law or rule to be contained in the final order. Such final order shall place or not place the entity or affiliate on the discriminatory vendor list.

e. The final order of the administrative law judge shall be final agency action for purposes of s. [120.68](#).

f. At any time after the filing of the petition, informal disposition may be made pursuant to s. [120.57\(4\)](#). In that event, the administrative law judge shall enter a final order adopting the stipulation, agreed settlement, or consent order.

3. It shall not be in the public interest to place an entity or affiliate on the discriminatory vendor list if:

a. Discrimination did not occur;

b. The discrimination was committed by an employee of the entity or affiliate other than senior management; or

c. The member of senior management responsible for the discrimination is no longer an employee of the entity or affiliate.



4. In determining whether it is in the public interest to place an entity or affiliate on the discriminatory vendor list, the administrative law judge shall consider the following factors:

- a. The nature and details of the discrimination.
- b. The degree of culpability of the entity or affiliate proposed to be placed on the discriminatory vendor list.
- c. The prompt or voluntary payment of any damages or penalty as a result of the discrimination.
- d. Prior or future self-policing by the entity or affiliate to prevent discrimination.
- e. Compliance by the entity or affiliate with the notification provisions of paragraph (b).
- f. The needs of public entities for additional competition in the procurement of goods and services in their respective markets.
- g. Mitigation based upon any demonstration of good citizenship by the entity or affiliate.

5. In any proceeding under this section, the department shall be required to prove by clear and convincing evidence that it is in the public interest for the entity to which the department has given notice under this section to be placed on the discriminatory vendor list. Proof of discrimination by the entity or a person or entity which is an affiliate of such entity shall constitute a prima facie case that it is in the public interest for the entity or affiliate to which the department has given notice to be put on the discriminatory vendor list. Status as an affiliate must be proven by clear and convincing evidence.

6. Any entity or affiliate which has been notified by the department of the department's intent to place the entity's or affiliate's name on the discriminatory vendor list may offer evidence on any relevant issue. Upon establishment of a prima facie case that it is in the public interest for the entity or affiliate to which the department has given notice to be put on the discriminatory vendor list, that entity or affiliate may prove by a preponderance of the evidence that it would not be in the public interest to put such entity on the discriminatory vendor list, based upon evidence addressing the factors in subparagraphs 3. and 4.

(e)1. An entity on the discriminatory vendor list may petition for removal from the list no sooner than 6 months from the date a final order is entered disqualifying that entity from the public purchasing and contracting process pursuant to this section. The petition shall be filed with the department and the proceeding shall be conducted pursuant to the procedures and requirements of this subsection.

2. An entity may be removed from the discriminatory vendor list subject to such terms and conditions as may be prescribed by the administrative law judge upon a determination that removal is in the public interest. In determining whether removal would be in the public interest, the administrative law judge shall give consideration to any relevant factors, including, but not limited to, the factors identified in subparagraphs 3. and 4.

3. If a petition for removal is denied, the entity or affiliate may not petition for another hearing on removal for a period of 9 months after the date of denial. The department may petition for removal prior to the expiration of such period if, in the department's discretion, the department determines that removal would be in the public interest.

(4) Placement on the discriminatory vendor list shall not affect any rights or obligations under any contract, franchise, or other binding agreement which predates such conviction or placement on the discriminatory vendor list.

(5) The provisions of this section do not apply to any activities regulated by the Florida Public Service Commission or to the purchase of goods or services made by any public entity from the Department of Corrections, from the nonprofit corporation organized under chapter 946, or from any accredited nonprofit workshop certified under ss. [413.032](#)-413.037.

**History.**--s. 6, ch. 2000-286; s. 30, ch. 2002-207.

Exhibit B – Fee Schedule