

**Florida State Courts  
Office of the State Courts Administrator**

**INVITATION TO NEGOTIATE**

**For:  
Florida Drug Court Case Management System  
(FDCCMS)**

**ITN #10-001 AG**

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## **1.0 OBJECTIVE**

This invitation to negotiate (ITN) is to obtain proposals from vendors to provide the Office of the State Courts Administrator (OSCA) with a state-wide, automated data collection and reporting system to support adult drug court case processing as specified by the Florida Legislature. This system should have the capability to be expanded to include all types of drug courts i.e. juvenile and family dependency.

## **2.0 INTRODUCTION**

A “drug court program” is defined as a process by which substance abusers entering the court system are placed into treatment and proactively monitored by the judge and a team of justice-system and treatment professionals. Drug courts are located in a single setting, typically a courthouse, serve an identified population of substance abuse offenders from a particular community; it employs effective drug-testing and graduated sanctions and incentives. A drug court incorporates the 10 Key Components, also known as Florida’s Drug Court Standards. There are currently 50 adult drug courts operational in Florida.

Treatment-based Drug Court Programs- The treatment-based drug court programs shall include therapeutic jurisprudence principles and adhere to the following 10 key components:

1. Drug court programs integrate alcohol and other drug treatment services with justice system case processing.
2. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
3. Eligible participants are identified early and promptly placed in the drug court program.
4. Drug court programs provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
5. Abstinence is monitored by frequent testing for alcohol and other drugs.
6. A coordinated strategy governs drug court program responses to participants' compliance.
7. Ongoing judicial interaction with each drug court program participant is essential.
8. Monitoring and evaluation measure the achievement of program goals and gauge program effectiveness.
9. Continuing interdisciplinary education promotes effective drug court program planning, implementation, and operations.
10. Forging partnerships among drug court programs, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.

An adult drug court as defined by the National Drug Court Institute is a specially designed court calendar or docket, the purposes of which are to achieve a reduction in recidivism and substance abuse among nonviolent substance abusing offenders and to increase the offender's likelihood of successful habilitation through early, continuous, and intense judicially supervised treatment, mandatory periodic drug testing, community supervision, and use of appropriate sanctions and other habilitation services.

### **3.0 BACKGROUND**

The Florida State Courts System, in an effort to deal with an increasing substance abuse-related court docket, has continued to develop the innovative treatment-based drug court concept. The drug court concept, which involves interagency collaboration, local treatment service providers, education and vocational training, and local community support, represents an exciting venture into intergovernmental partnerships. The drug court team works toward a common goal and incorporates educational, vocational, and aftercare services so that clients receive every opportunity to become productive citizens. Drug court develops an individualized, intensive and structured treatment program.

During the 2009 legislative session, the Florida Legislature concluded that many individuals sent to the Department of Corrections (DOC) for year and a day sentences could have been sentenced to an alternative sentence – an intensive drug treatment program - without jeopardizing public safety. With the current budget crisis facing the state, the Legislature decided to create a sentencing alternative for judges to use for these offenders because the DOC is approaching its maximum capacity, and the cost for building a 1,000 bed prison is approximately \$100 million plus annual operating costs of \$32 million.

Florida already has a well-established drug court system; the first drug court was created in Florida, and the drug court approach has been used effectively throughout the state and around the country. However, the resources necessary to expand the drug courts in Florida have not been available in recent years. In addition, the criteria for admission to drug court has been limited by statute.

In 2009, the Florida Legislature has appropriated Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to expand adult post-adjudicatory drug courts in an effort to save the state of Florida dollars by diverting offenders from prison. The Legislature specifically appropriated funds for treatment, administration, and data collection.

These funds will be utilized to develop an automated data collection and reporting system to support the operational need of drug courts. The data will help determine whether the appropriated funds successfully diverted the targeted offenders from prison. In addition, the system will assist the OSCA in meeting state and federal reporting requirements.

### **4.0 SOLUTION**

There is currently no effective way to uniformly track drug court cases and measure whether drug courts are successful. These objectives include such items as:

- Reducing recidivism
- Reducing substance abuse
- Restoring participants into productive citizens
- Reducing prison and jail commitments

In an effort to improve data collection efforts for drug court cases the OSCA will select an automated data collection and reporting system that will capture client-level drug court data at the point of program referral and screening. Data will be collected and entered into the system throughout the duration of the clients' drug court participation and post participation. The system will be a secured web-based system that will restrict access using Microsoft Active Directory (AD) for user authentication. However, authorization can be enforced by non-AD groups or roles. Although search capabilities will be enabled, they will be restricted by authorization.

The data elements to be included in the state-wide system are not limited to the list located in Attachment D. {This list illustrates some of the fundamental data elements necessary to support daily drug court operations and statewide drug court evaluation(s).}

## **5.0 SCOPE OF WORK**

### **5.1 In Scope**

- 5.1.1 Deliver a technology solution that provides an automated data collection and reporting system to support the operational needs of adult drug courts.
- 5.1.2 Provide necessary system interface coding to access the Judicial Inquiry System (JIS) via a provided JIS application interface.
- 5.1.3 Provide necessary system interface coding to access external systems and/or data sources.
- 5.1.4 Create the ability to effectively track adult drug court client progress through the program.
- 5.1.5 Create the ability to monitor and evaluate adult drug courts.

### **5.2 Out of Scope**

- 5.2.1 Modifications to the Judicial Inquiry System (JIS) Java code.

## **6.0 REQUIREMENTS**

### **6.1 Business Requirements**

Generally, the Florida Drug Court Case Management System must be able to satisfy several functional objectives that are identified in greater detail below. This includes tracking an individual through the initial court proceeding, acceptance into the drug court program, tracking and monitoring an individual throughout drug court, and post drug court tracking. System design should allow for data and information sharing with other data systems.

### **6.2 Reporting Requirements**

- 6.2.1 Ensure critical performance indicators can be collected and reported.
- 6.2.2 Local and state-wide aggregate data reporting.
- 6.2.3 Local and state-wide client and case detail reporting.
- 6.2.4 Client workflow inventory by reporting period.
- 6.2.5 Docket level reporting.
- 6.2.6 Client status and phase reporting.
- 6.2.7 Federal grant reporting data.
- 6.2.8 Graduation certificates.
- 6.2.9 Ad-hoc reporting capabilities.
- 6.2.10 Exception reporting indicating missing required data.
  
- 6.3.11 Ability to produce a cost benefit analysis

### 6.3 Functional Requirements

- 6.3.1 Ensure that required functionalities are available and work efficiently (in real time.)
- 6.3.2 Collect data to ensure critical performance indicators can be reported.
- 6.3.3 Free form data entry fields (note fields, narrative fields.)
- 6.3.4 Print screen and report capabilities.
- 6.3.5 Collect data into an electronic format (user interface) that is easily translated and allows for managing drug court workflow by type of case and matching with other state databases.
- 6.3.6 Electronic interface capability with data stores (internal and/or external) that would provide certain types of information already captured elsewhere.
- 6.3.7 Provide for electronic storage of readable PDFs of drug court agreements, certificates and other documents.
- 6.3.8 Allow for future addition of other electronic documents.
- 6.3.9 Data input from each drug court must be of sufficient detail to facilitate required statistical analysis.
- 6.3.10 Data analysis tools that will provide managers, administrators, and evaluators with the ability to interactively analyze drug court data and provide appropriate reports.
- 6.3.11 Ability to create and generate ad-hoc reports.
- 6.3.12 Provide ability to interface the drug court system with existing State of Florida data systems to minimize redundant data entry.
- 6.3.13 Interface with the Judicial Inquiry System (JIS). Interfacing with the JIS will be critical to obtaining timely and important information that can be used by drug courts. The system must be capable of prompting users of new arrests.

The JIS is a technology initiative by the State Courts which offers the judiciary and other criminal justice entities access to a streamlined dashboard in which a user may query multiple data sources through a single point of entry. The JIS consists of two distinct applications: The JIS Search through which individual queries are performed, and the JLA First Appearance Calendar which creates an automated docket of merged data source responses for arrestees in each county every day. The JIS does not warehouse any information but instead provides only the mechanism through which users may query current data, allowing each source to retain control over individual database content. The system is constantly evolving to accommodate the current and future needs of the Courts.

The JIS accesses many criminal justice data sources providing the following information:

- FCIC and NCIC criminal histories
- HotFiles (Warrants, Injunctions, Probation Status, Risk Alerts – HRSO, VFOSC, Sex Offender, Career Offender, Immigration Violator, etc.) found in both FCIC/NCIC
- Florida Driver and Vehicle Information via DHSMV's DAVID system
- Out of State Driver Histories via NCIC
- Current incarceration information from Justice Exchange via APPRISS
- Inmate Database and Supervision statuses from the Department of Corrections
- Juvenile Arrest and Disposition information via Department of Juvenile Justice
- Progress dockets and case statuses via the Clerks of Court system CCIS

6.3.14 Interface and integrate with the OSCA approved fuzzy logic search software.

## **6.4 Non-Functional Requirements**

- 6.4.1 Usability
- 6.4.2 Ease of navigation.
- 6.4.3 ADA/508 Compliance.
- 6.4.4 Accessibility via the Courts extranet and intranet.
- 6.4.5 Branding and visual style
- 6.4.6 Approved logo.
- 6.4.7 Approved color and style.

## **6.5 Technical Requirements**

### 6.5.1 Architecture

Overall architecture standards:

- Use Microsoft .Net development platform.
- Use Microsoft SQL Server database.
- Use Microsoft Active Directory.
- Follow Information Systems Services (ISS) established change/production management procedures.
- Follow ISS established change control procedures.
- Follow established guidelines regarding all tables in databases having audit columns.
- Follow established application security requirements.
- All Code must contain appropriate error trapping and handling procedures. Appropriate errors must be logged into either a database or log file with the following information: Session ID, User ID, IP Address, Date/Time, and Object(s) where error occurred.

- The Vendor's response must include a description of standards and practices for coding.
- System must be 508/ADA Compliant following the W3C guidelines.

6.5.2 COTS package:

- Use established test and production platform.
- All source code shall be held in Escrow. In the event the Contractor ceases to do business or discontinues support to the Florida State Courts in the future, ownership of the full source code will transfer to the Florida State Courts.

6.5.3 Custom development software

- (1) Use C#.Net as the language for .Net development.
- (2) Utilize Data Provider Objects that call SQL Server Stored Procedures for all data handling.
- (3) Follow established naming standards for all database objects, scripts and development tool objects.
- (4) All custom code not licensed under a COTS package and produced under this ITN, including any change requests and change orders, belong solely to the Florida State Courts.
- (5) On a regular basis, not less than weekly, all custom source code not licensed under a COTS package and developed and/or modified by the Contractor for use in this project must be provided to the Florida State Courts. In the event the Contractor ceases to do business or discontinues support to the Florida State Courts in the future, the Florida State Courts will then have possession of all source code for their business solution.
- (6) Modified code must include clearly written and understandable comments, with date and name included.
- (7) Documentation shall meet or exceed the minimum requirements of the ISS Project Deliverables Matrix (Attachment E).

6.5.4 System Performance

The system must meet the following performance standards:

- (1) System availability – shall be available 24 hours per day, 7 days per week, 365 days per year with exception of scheduled down time for routine maintenance.
- (2) System reliability – overall availability greater than 99 percent excluding scheduled maintenance.
- (3) Response time per transaction: no more than 2 seconds.
- (4) System users:
  - (a) 20 Internal users
  - (b) 1,000 Extranet users
  - (c) 0 external anonymous users
  - (d) must be able to support 500 users concurrently
  - (e) must be able to support 1,100 users maximum
- (5) Scalability to meet future requirements:
  - (a) must be able to support increase of 30 users per year.
  - (b) must be modifiable to support new or changing business requirements

- (6) The system shall allow for additional users through a scalable architecture and increased use of hardware without having to reengineer the application.
- (7) The system shall allow for scalability by increasing the capacity of existing hardware (vertical scaling) and by increasing the numbers of servers (horizontal scaling) utilized by the application without having to reengineer the application.
- (8) The system shall be able to handle a load-balanced architecture such that there are multiple servers at each tier of the architecture. The application must balance the requests across multiple servers.
- (9) The Contractor shall utilize a software development lifecycle model (“SDLC”).

#### 6.5.5 Database

- (1) Follow established naming standards for all database objects, scripts and development tool objects.
- (2) Follow established guidelines regarding all tables in databases having audit columns.
- (3) Estimate the space required for data and for indexes, and any anticipated growth patterns. Also explain the methodology used to arrive at the estimate.
- (4) Provide requirements for access to data from other applications/servers and hours required.
- (5) Provide a statement of requirements for batch processing.
- (6) Provide requirements for data archival.
- (7) The system shall record an audit trail of all changes to a database record including the date and time stamp of the change and the user ID of the individual user making the change.
- (8) Provide requirements for backup and recovery, including point of failure determination with any externally stored data and/or files.
- (9) Provide a statement of requirements for batch processing (as approved by ISS).
- (10) Provide detail of scheduled jobs to include, but not limited to, id, owner, job name, job type, frequency/interval, start time, end time, dependencies, comment, average length of job.
- (11) SQL Server Integration Services is to be used for jobs.

#### 6.5.6 Interfaces

- Interface to JIS
- Interface to other electronic data stores.
- Interface to fuzzy logic search software.

#### 6.5.7 Data Conversion

- Conversion of existing Drug Court Expansion Program data.

#### 6.5.8 Security Requirements

- (1) Follow established ISS security standards and requirements.
- (2) Use Microsoft Active Directory for authentication.
- (3) Can use local database roles for authorization.
- (4) Allow for use of Namescape MyPassword password management software.

#### 6.5.9 Ownership of Software

- (1) If the deliverable is pre-existing software licensed to the OSCA (COTS) the product shall meet the performance standards outlined here in and grant a non-exclusive perpetual license to use, execute, reproduce, display, and perform to those standards to authorized users up to the agreed upon license capacity. This ITN supersedes any conflicting software license provisions.
- (2) If the deliverable is Custom software, all code produced under this ITN, including any change requests and change orders, belong solely to the OSCA.
  - (a) Source code.
    1. On a regular basis, not less than weekly, all source code developed and/or modified by the Contractor for use in this project must be provided to the Customer. In the event the Contractor ceases to do business or discontinues support to the Customer in the future, the Customer will then have possession of all source code for their business solution.
    2. Follow the guidelines for storage of all source and compiled code. Use of Microsoft Visual SourceSafe for .Net as a source code version/change management tool or similar source code management tool required.
    3. The Contractor must provide copies of source code to Customer for all applications developed and installed.
      - a. The Customer retains the right to maintain and support its own applications or to contract for these services.
      - b. The Contractor must agree that the Customer will own the source code of custom software and will have access to escrowed source code of licensed software.
      - c. All Codes must contain appropriate error trapping and handling procedures. Appropriate errors must be logged into either a database or log file with the following information: Session ID, User ID, IP Address, Date/Time, and Object(s) where error occurred.
      - d. Contractor must agree that all changes will be documented and be consistent with the Contractor's documented Change Control Plan.
      - e. The Vendor's response must include a description of standards and practices for coding, including issues such as:
        - i. Design standards
        - ii. Programming language standards
        - iii. Relationship of code modules to design components, or listing of subroutines supporting one design module
        - iv. Mechanisms for handling deviations
        - v. Clearly written and understandable comments, with date and name included.

#### 6.5.10 Disaster Recovery and Backup

- The solution will conform to backup and operational requirements and standards that have been established by ISS via disaster recovery plans.

- The Vendor must conduct an actual application recovery using the Disaster Recovery Manual prior to the manual being an accepted deliverable.

6.5.11 Recordkeeping and Archival

- Follow established record retention requirements.
- Archived data must be accessible via reporting services.
- Meet all specified frequency of data access, volume and archives.

6.5.12 System Reporting

- Utilize SQL Server Reporting Services (SSRS) for any ad-hoc reporting services.

## 6.6 Project Management Requirements

All of the requirements described in this section shall be complied with unless an exception is granted in writing by the OSCA.

1. Project Management Approach

- a. The project management approach utilized by the Contractor shall conform to the OSCA standards and guidelines.
2. All documentation provided by the Contractor shall comply with the OSCA standards and guidelines. Documentation shall meet or exceed the minimum requirements of the Project Deliverables Matrix.
  3. The Contractor shall utilize a software development lifecycle model (“SDLC”) that is acceptable to and approved by the OSCA/ISS. The Contractor may utilize the OSCA/ISS ISDM procedures and templates.

6.6.1 Project Reporting Requirements

- (1) The Contractor will provide project status reports to the customer on a weekly basis.
- (2) The Contractor shall provide reports on a monthly basis setting forth an accounting of all commitments against approved expenses along with invoiced fees and expenses up to the date of the report.
- (3) Although deliverables may include Customer reports, the mere delivery of a report is not a payable milestone.

6.6.2 Change Process

- (1) The Contractor will utilize the OSCA approved Project Management procedures and templates to manage any changes to the scope of the project. This is also referred to as the change order process.
- (2) If Contractor fails to so notify and obtain approval from the OSCA before commencing performance of activities relating to changes in the scope of the project, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities.
- (3) Project scope changes will be authorized by one designated person in the OSCA.

6.6.3 Quality Management

- Quality Assurance and Control. The Contractor shall utilize the ISS Project Management procedures and templates or an approved internal Project Management protocol to manage quality.

**6.7 System Testing Requirements**

6.7.1 A draft of the Test Plan must be provided sixty (60) days after contract execution. The Final Test Plan must be submitted forty-five (45) days prior to any testing other than unit testing. Test cases/scripts must be submitted to the OSCA in draft form twenty-five (25) business days prior to the start of User Acceptance Testing (UAT) and final test cases/scripts must be submitted ten (10) business days prior to UAT. The business and technical requirements must be traceable to the test plan and the Vendor must provide a traceability matrix. The detailed Test Plan will become the basis for verifying that the system meets all requirements, and operates as documented and intended. The Test Plan must be in sufficient detail to serve as a basis for acceptance or rejection of specific system components based on the results of testing.

6.7.2 At a minimum, the test plan must provide for the following levels of testing:

- **Unit** – Confirm that individual components function in accordance with specifications
- **Integration** – Confirm that all technical and infrastructure requirements are met through the integration of all technical and infrastructure components for end-to-end operation from a business perspective
- **System** – Confirm that all components of a particular release work properly together and do not adversely affect existing applications
- **Interface** – Confirm that all interfaces with external systems are operating in accordance with specifications
- **Stress** (performance) – Confirm that the performance requirements for average and peak usage are satisfied
- **Regression** – Confirm that components/interfaces impacted by changes function correctly
- **User Acceptance** – Confirm that the system meets objectives and business and technical requirements
- **Final Acceptance Testing and User Sign-Off** – Describe how the system, when tested by key users, using actual and simulated data to test conditions that users will encounter, performs as required and meets all business and technical requirements. This includes validation of all procedures and the test result documents with any issues identified. Final Acceptance Testing and User Sign-Off will test for every business and technical requirement to ensure all requirements have been met.

6.7.3 The draft Test Plan must, at a minimum, encompass the following:

- (a) Define the test philosophy (including objectives, required levels or types of testing and basic strategy).
- (b) Describe each level/type of testing proposed for the project to include:
  - i. How the testing will satisfy specific objectives.
  - ii. What will undergo control or data flow analysis.

- iii. The expected schedule for formally testing the entire system. Describe how each phase of the testing is determined to be complete and the formal reports/debriefings conducted for each phase of the testing.
- iv. The testing facilities, environment and proposed testing tools to be used and provided.
- v. Testing activities the OSCA/ISS and Vendor staff will be expected to perform, and the expected resource level needed for these activities, for each organization.
- vi. The actions and time frames the Vendor expects from the OSCA/ISS in reviewing test cases and/or scripts and procedures, testing configuration and database management.
- vii. The processes and procedures that will be used by the Vendor for releasing testing results and review of test results.
- viii. Test Procedures – A description of all test execution procedures including equipment preparation, support of software preparation, roles and responsibilities of both the Vendor and the OSCA, step-by-step instructions to perform the test, expected results, actions to perform in case of error, data analysis procedures, and test results documentation.
- ix. Test Cases/Scripts – must include constraints, initialization, termination, inputs, expected outputs, criteria for evaluating results, and interfaces exercised. The Vendor will develop the initial test cases/scripts and the OSCA will review and approve the test cases/scripts. Vendor must acknowledge that the test cases/scripts will be presented to the OSCA for approval ten (10) business days prior to testing.
- x. Address the strategies and techniques to be employed in preparing and conducting the system acceptance tests to be performed as part of this project.
- xi. Vendors should identify and describe all planned levels of testing and include the following topics in the Final Draft Plan:
  - **Anomaly Reports** - Location, impact, cause, criticality and possible recommendations for each anomaly, generated throughout the implementation phase, using key words for characterization, severity scales to assess significance, and procedures for reviewing, approving, and dispatching reports.
  - **Changes to the Adopted Test Plan** – including the test reference number for the test being changed, a description of the change, the reason for the change, and the name of individual approving the change.
  - **Test/Functional Requirements Traceability Matrix** – For each test case/scenario, a traceability matrix must be prepared to track testing activities to all requirements and test levels.
  - **Roll-Out** - There must be a component that addresses what testing will be done at each location during the roll out of the equipment and software to all the System locations for each implementation phase. The OSCA will not provide final sign off until the agreed upon acceptance criteria has been met.

## 6.8 Training Requirements

- 6.8.1 5 “Train the Trainer” Sessions to include approximately 100 people.
- 6.8.2 The Vendor shall propose user training that provides both hands-on training and train the trainer in a lab environment for all designated personnel.
- 6.8.3 Training for the OSCA staff must be included in the training plan and be completed prior to system implementation.
- 6.8.4 The Vendor must specify the prerequisite skills and background experience that personnel must have in order to obtain the most benefit from training for the proposed system.
- 6.8.5 The vendor must provide a draft training manual or users guide at least 20 business days prior to the start of training and a final training manual or users guide at least five (5) days prior to the start of training.
- 6.8.6 Training must be provided for various levels of system users and levels of knowledge. Some training can be conducted on-site. The OSCA will have final approval of the training schedule and will make a determination as to the potential impact on on-going operations and customer service.
- 6.8.7 Training aids, appropriate manuals, quick reference guides or templates (if available) and other training materials must be provided for each participant in the training program. Training materials shall become the property of the OSCA upon completion of the training. The Vendor shall give the OSCA permission to duplicate all Vendor developed materials and manuals. All training materials must be delivered in electronic format so the OSCA may modify and/or supplement the materials as needed.
- 6.8.8 A Final Report on Training must be developed by the Vendor and submitted five (5) days after delivery of the training:
  - (a) Include an assessment of the training sessions that indicates the extent to which these employees or OSCA trainers exhibit understanding and retention of the lessons and are able to apply the training to their jobs.
  - (b) Provide a methodology for measuring specific training objectives and test for acceptable knowledge transfer.

- 6.8.9 If it is found by the OSCA or ISS that the provided training has been inadequate to transfer the needed knowledge, a remedial training plan will be identified and implemented by the Vendor at no additional cost.
- 6.8.10 The Vendor must provide a method to assess the effectiveness of the first training session, which identifies strengths and any needs for improvement of the plan to sustain training on an ongoing basis. OSCA's Project Manager must approve the Vendor's proposed method of assessing the effectiveness of the initial training.
- 6.8.11 The training plan must include the following:
- (a) For any on-site training, provide a description of required training hardware and software architecture and configuration, connectivity required and any other pertinent information the OSCA will need to support the training environment.
  - (b) Description of the training philosophy for the project and the training tools, as well as the learning objectives.
  - (c) Description of the curricula / syllabus that identifies the classes, audience, duration, prerequisite knowledge and/or courses, and content.
  - (d) Training Delivery Plan identifying the class size, an estimate of the number of classes that will be required, and a recommendation of how the training will be handled (e.g., train the trainer) as well as the location and duration of the required training.
  - (e) A method to assess training effectiveness. Agree to provide follow-up training for staff that did not achieve an acceptable level of knowledge transfer from the training provided. The OSCA will work with the Vendor to determine the acceptable level of knowledge transfer.
  - (f) Training deliverables that will be provided and a statement agreeing to provide all training materials in electronic format.
  - (g) A computer based training format shall be included as part of the Vendor's Training Plan.
  - (h) Vendor's Response must contain a Training Plan Outline.
  - (i) The Vendor must agree to provide a final Training Plan forty-five (45) days prior to commencement of the training program. The Office will have thirty (30) days to approve the Training Plan.
  - (j) Provide a recorded electronic training file for use by internal/external users (using Camtasia Studio or similar software)
- 6.8.12 Knowledge Transfer Requirements
- (a) Application administration knowledge transfer to ISS staff.
  - (b) The Vendor must also provide technical training for information technology staff in the operation and maintenance of the system.

## **6.9 Operations and Support Requirements**

- 6.9.1 Maintenance and Support
- ISS will provide vendor access to platform, as required.
- 6.9.2 Knowledge and Skills Transfer
- Support and Operations information to be provided to ISS for their support of the software platform.

- 6.9.3 Call Center and Help Desk Operations
- Help Desk support, at a minimum, 8AM to 5PM ET, Florida State Courts business work days.
  - Vendor must provide a comprehensive help desk manual including, but not limited to FAQ's.

**6.10 Special Customer Requirements or Constraints**

- The Contractor shall obtain advance approval from Information Systems Services (“ISS”) for any new software that will be used in the development of the system and security features.
- The Contractor shall utilize ISS hardware, software and licenses for production unless approval is granted in writing by ISS to use their own.

**6.11 Standards and Specifications**

All Deliverables provided by the Contractor pursuant to this ITN shall be performed in accordance with the Courts standards and specifications listed below and incorporated herein. Vendors who need a copy of any documents referenced herein should submit a request to the contact on page 24 of this ITN.

<p><b>Standards and Guidelines for Project Management</b></p>	<p>Project Procedures</p> <ul style="list-style-type: none"> <li>• Risk and Issue management procedures</li> <li>• Quality management procedures</li> <li>• Scope Change management procedures</li> </ul> <p>Project Deliverables Matrix Project planning and tracking software tools (MS Project Professional)</p>
<p><b>ISDM Standards and Guidelines for IT Lifecycles</b></p>	<p>Standards and Guidelines include lifecycle procedures and tools:</p> <ul style="list-style-type: none"> <li>• Project Deliverables Matrix</li> <li>• ISDM Library templates and instructions</li> </ul>
<p><b>Technical Standards</b></p>	<p>Technical standards documentation includes:</p> <ul style="list-style-type: none"> <li>• Change Management Procedures</li> <li>• Microsoft Best Practices for .Net development</li> <li>• Microsoft Best Practices for SQL Server development and Courts requirements for SQL Server database development</li> </ul>

## 6.12 Deliverables and Schedule

### 6.12.1 Deliverables

The Contractor shall prepare and deliver the following major deliverables to the Customer:

<b>PHASES AND DELIVERABLES</b>	
<b>Project Planning and Control</b>	
1.	Project Charter
2.	Project Workplan
3.	Communication Plan
4.	Quality Management Plan
5.	Risk Management Plan
6.	Status Reports
7.	Issue Log
8.	Scope Management Plan
9.	Formal Acceptance Report
<b>Analysis and Requirements</b>	
1.	Business Requirements
2.	Functional Requirements
3.	Conceptual System Design
4.	Requirements Traceability Matrix
<b>Design</b>	
1.	Systems Design
2.	Technical Requirements Specs
3.	Technical Architecture
4.	Data Model
5.	Data Conversion Plan
6.	Data Dictionary
7.	Security Plan
8.	Knowledge Transfer Plan
9.	Test Plan
10.	Training Plan
11.	Implementation Plan
<b>Construction</b>	
1.	Test Cases
2.	Disaster Recovery Plan
3.	System Maintenance Manual
4.	User Manual
<b>Testing</b>	
1.	Test Files and Data
2.	Test Problem and Resolution Report
<b>Implementation</b>	
1.	System in Production
2.	Fully Functioning Interfaces
3.	Data Conversion
<b>Operations and Support</b>	
1.	Operations and Support Plan
2.	Service Level Agreement
<b>Project Closeout</b>	
1.	Formal Acceptance

6.12.2 Deliverables Format

The deliverables described in this section are to be provided in electronic format, and shall be in a format that can be updated by the customer, using the following project software standards (or lower convertible versions):

CONTENT	APPLICATION	VERSION
Word Processing	Microsoft Word	2007
Spreadsheets	Microsoft Excel	2007
Entity Relationship Diagrams and Physical Diagrams	Microsoft Visio CA Erwin	2007 7.3
Process Flow Diagrams	Microsoft Visio CA Erwin	2007 7.3
Project Management	Microsoft Project	2003 or 2007
Database	Microsoft SQL Server	2005 or 2008
Programming Source Code	Microsoft Team Foundation Server	2005 or 2010
Presentations	Microsoft PowerPoint	2007
Email and Calendar/Scheduling	Microsoft Outlook	2007

6.12.3 Project Schedule

The following schedule reflects the deadlines for completion of the services. In addition to this list, the final Task Order may identify other deliverables not yet listed, which must be segregated into logical deliverables with a work schedule and completion date for each one. In this instance the OSCA will work with the Vendor to establish the work plan and related deliverable dates.

MILESTONES	DUE DATE
Project Charter Acceptance	
Analysis and Requirements Acceptance	
Design Acceptance	
Construction Acceptance	
Testing Acceptance	
Implementation Acceptance	
Operations and Support Acceptance	
Project Closeout	9/30/2011 or prior

6.12.4 Acceptance Criteria

The OSCA will use the following criteria to determine when each deliverable will be considered acceptable:

TYPE OF DELIVERABLE	ACCEPTANCE CRITERIA
Project Management Documentation	<ul style="list-style-type: none"> <li>• Documentation meets all requirements enumerated.</li> <li>• Documentation complies with the ISS project management standards or internal project management protocol.</li> <li>• Deliverable review process for documentation has been completed by the Courts and resulted in sign-off.</li> </ul>
ISDM and System Documentation	<ul style="list-style-type: none"> <li>• Documentation meets all requirements enumerated.</li> <li>• Deliverable review process for documentation has been completed by the Courts and resulted in sign-off</li> </ul>
Automated System	<ul style="list-style-type: none"> <li>• System meets all requirements enumerated, including requirements for system performance.</li> <li>• Testing has been conducted and completed in accordance with the system testing requirements herein.</li> <li>• Final acceptance of each custom software Deliverable shall be considered to occur when each Deliverable has been approved by the OSCA and has been operating in production without any material deficiency for 60 days.</li> </ul>

**Inspection and Acceptance:** *All deliverables shall be submitted to the contact on page 24 of this ITN for review and approval. The Contractor shall provide the OSCA with a Deliverable Review Schedule to notify project participants in advance of when they are expected to be available for review and acceptance of deliverables. The OSCA will accept each deliverable when it has been reviewed and signed off that it meets the applicable criteria specified in this ITN, including the standards and guidelines referenced herein. The OSCA may provide additional acceptance criteria during the contract period to be used for the deliverables. Failure to accept a deliverable within 14 days means automatic non-acceptance by the OSCA.*

## 7.0 PROPOSAL PROCESS

### 7.1 Time Line

DATE	EVENT
11/10/10	Distribute ITN to prospective vendors and advertisement on SCS web site
11/17/10	Deadline for receipt of e-mail questions from potential vendors by 3:00 p.m. EST
11/29/10	Written responses to questions posted on <a href="http://www.flcourts.org/gen_public/purchasing/index.shtml">http://www.flcourts.org/gen_public/purchasing/index.shtml</a> by 5:00 p.m. EST
12/13/10	Deadline for Receipt of Proposals by 3:00 p.m. EST
12/28/10	Complete review of proposals
1/6/11	Optional interviews with select vendors
1/11/11	Begin negotiations
1/18/11	Posting of intent to award contract(s)

### 7.2 Contact Information Regarding Invitation to Negotiate

This ITN is issued for the Florida Supreme Court, Office of the State Courts Administrator.

#### **General Services Office**

The issuing officer to send offer(s) during this procurement is:

Mr. Tom Long  
General Services Manager  
Florida Supreme Court  
Office of the State Court Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
Email: [longt@flcourts.org](mailto:longt@flcourts.org)  
Phone: 850.487.2373

#### **Contact for Questions Regarding Invitation to Negotiate**

The contact individual for the submission of questions as specified regarding this Invitation to Negotiate, or clarification requests along with the contact information is:

Mr. Aaron Gerson  
Senior Court Analyst II  
Office of the State Courts Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
Email: [gersona@flcourts.org](mailto:gersona@flcourts.org)

All Vendor questions must be submitted by e-mail and received on or before the time and date specified in the Proposal Time Schedule (Section 7.0) in this ITN at the address provided above. Answers to questions submitted will be e-mailed back to all participating vendors and posted at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml)

### 7.3 Restrictions on Communication with Court Personnel

Vendors shall not communicate with any judicial court staff, OSCA staff, or other related staff members concerning this ITN, except for the contact persons identified in Section 7.2 of this ITN. Violation of this requirement may result in the rejection of the submitted proposal.

#### **7.4 Cost of Proposal Preparation**

All costs associated with the development and submission of a proposal, vendor question(s), and transmittal letter are fully the responsibility of the Vendor.

#### **7.5 Demonstration Cost**

All costs associated with the Vendor's demonstration and travel related to the ITN is the full responsibility of the Vendor.

#### **7.6 Sub-Contracting**

A vendor who elects to sub-contract any part of this project will be fully accountable for sub-contractor's responsibilities and deliverables.

#### **7.7 Independent Price Determination**

A Vendor shall not collude, consult, communicate, or agree with any other Vendor regarding this ITN as to any matter relating to the Vendor's cost proposal.

#### **7.8 Organization and Submission of Proposal**

A Vendor's proposal must be submitted as outlined below:

- Each proposal should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of this ITN.
- Completed questionnaire located as Attachment C;
- Provide product information as outlined below:

1) Fully Describe the Software Application (maximum of 20 pages.)

- This section must include a complete description of how the software application will satisfy the functional requirements for a statewide drug court system in Florida. This requirement includes:
  - a. daily operational needs,
  - b. management reports,
  - c. system performance metrics,
  - d. evaluation metrics,
  - e. etc.
- Be sure to provide a complete description for each of the primary functional areas described above.
- Screen shots, management and operational reports, and operational output must be attached as supporting appendices.

2) Fully Describe with Diagrams the General Architecture Needed to Support the Application (maximum of 3 pages.)

- Be sure to include diagrams and supporting documentation.

3) Fully Describe the Database and its Requirements (maximum of 2 pages).

- This section should describe the database that will support the application software.

- 4) Fully Describe System Backups and Failover Features (maximum of 2 pages).
  - This section should deal with how the system should be backed up, and whether it has a capacity for having a hot or cold disaster recovery site.
  - It should also address whether the system has a 24/7 availability.
  - Describe facilities and procedures for disaster recovery.
- 5) Fully Describe How Training will be Provided (maximum of 2 pages).
- 6) Fully Describe the Documentation that will be Provided (maximum of 3 pages).
  - Include technical documentation, user and training manuals.
- 7) Provide a Complete Statement of Warranty (maximum of 1 page).

#### **7.9 Withdrawal of a Proposal**

A Vendor may withdraw a proposal by written notice to the OSCA on or before the exact time and date specified for the receipt of the proposals in Section 7.1 in this ITN. Such notice is to be submitted to the OSCA contact person at the address specified in Section 7.2 in this ITN.

#### **7.10 Receipt of Proposals**

Each proposal will be dated, time marked, and logged by the OSCA as received. Each will also be examined to verify that it is properly addressed and sealed. Any proposal received after the specified deadline for receipt of proposals will be rejected and returned unopened to the Vendor.

#### **7.11 Review of Responses**

The OSCA, at its discretion, reserves the right to accept or reject all submissions, in whole or in part, to waive any informalities or irregularities in submissions and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the State Courts System even though not the lowest bid. In selecting a proposal, OSCA will consider, among other factors, price, quality of service, qualifications and capabilities to provide the specified service. The appropriate OSCA staff will review the proposals and determine if it is necessary for vendors to demonstrate their system on-site for a more in depth review.

#### **7.12 Lost Proposals**

The OSCA will not be responsible for lost or late arriving proposals due to mishandled or undelivered postage packages by the vendors' selected courier or delivery method.

#### **7.13 Negotiation Process**

The OSCA will negotiate among select vendors to obtain their best and final offer. The OSCA will reserve the right to return to vendors for further clarification and negotiation until completion.

## 8.0 PROPOSAL PREPARATION

Each proposal should be prepared simply and economically providing a straightforward, concise description of the evaluator's ability to meet the requirements of this ITN. The proposal should be hand delivered, or postage mailed to the general services manager's address on page 24 of this ITN. Submit one (1) original, clearly marked as the original, and eight (8) copies of the proposal under sealed cover. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

The proposal and the attachments must be received at the address provided in Section 7.2 in this ITN no later than December 13<sup>th</sup> 2010 at 5:00 PM ET. Any proposal received after this date and time will be rejected and returned unopened to the Vendor.

- The outside cover of the package containing the original and copies for the proposal will be marked as follows:

Proposal  
(Name of Vendor)  
Florida Drug Court Case Management System  
ITN # 10-001 AG

- Each proposal submitted in response to the ITN shall remain binding on the Vendor for a period of 30 days after the proposal due date.

The proposal submitted by a vendor must be organized according to the following specifications:

- The proposal shall be typed single-spaced and have separate parts, each clearly labeled. The information to be contained in each part is described in the following sections.
- The absence of information or the organization of information in a manner inconsistent with the requirements in this ITN may result in the rejection of the proposal.
- Requests for extension of the date proposals due in the OSCA will not be granted. It is the vendor's responsibility to have the proposal delivered on time.
- Proposals shall be on standard 8 ½" x 11" paper.
- Proposals shall be limited to 25 PAGES in length, unless prior approval has been obtained from the OSCA to extend the document length. Proposals will not be evaluated on length but rather clarity and depth.

## 9.0 PROPOSAL REQUIREMENTS

### 9.1 Executive Summary

This section will summarize the vendor's understanding of the problem and proposed solution and shall provide pertinent information about the vendor including:

- Description of the company's primary business with an emphasis on experience working with the courts, experience in integrated criminal justice software applications, related statewide or multi-jurisdictional projects, and/or like projects with technology planning.
- Two references where the vendor has performed engagements for application and system development in the criminal justice area relative to a court system and

drug courts. Vendors without documented experience in the criminal justice and drug courts area will be affected in the evaluation outlined in Section 10.

## 9.2 Staff Qualifications

This section shall identify the manager(s)/supervisor(s) and other staff to who the vendor will assign the responsibility for the management, coordination and performance of the activities needed to successfully complete the project.

- The vendor must identify a project manager who will have overall responsibility for the day-to-day operation of awarded project(s).
- For each manager/supervisor and technical staff, provide curriculum vitae or resume and a description of two projects where each person held a similar position of responsibility.
- Provide the name, address, and telephone number of a client contact person for each such project conducted.
- Provide a matrix of staff skills that includes number of years experience per skill.

## 9.3 Technical and Functional Certification

Vendor proposals must be compliant with current court technology standards. The OSCA will not be purchasing technology that does not meet current standards. Submissions that do not meet technology standards will not be considered for approval.

Vendors must include a statement in writing indicating whether (a) the proposed technology solution meets the standards and is therefore eligible for consideration; or (b) the vendor intends the submission to be compliant with the standards and the proposed effective date.

The qualification process consists of two components including a letter of compliance and a demonstration of proficiency. The written letter of compliance must be signed by a responsible person able to legally bind the commitment from the manufacture of software. The second component consists of a working demonstration of proficiency with each of the court functional and technological standards. Evaluation of proficiency can be in the form of a working presentation or a visit to a production environment by authorized court staff.

## 9.4 Financial Information

The financial status section shall include information detailing the company's current financial position as well as the financial position of any related companies. Vendor must provide a URL referencing the most recent audited financial statements which can be submitted electronically, or vendor can provide copies of the statements. In addition, vendor is requested to provide the most recent Dun and Bradstreet reports (or equivalent) on its firm, partners, and proposed major sub-contractors (i.e., expected to perform more than five percent of the Contract).

## 9.5 Federal Requirements

The selected vendor must comply with all financial and administrative requirements, including those set forth in 28 C.F.R. 66 and the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>

## 9.6 References

Vendors must include in submissions three references of similar deliverables within the past two years.

**10.0 EVALUATION CRITERIA**

ELEMENT	FACTOR	POINTS
a	Vendor’s experience in building and maintaining systems specifically within areas relating to Drug Courts. (Includes sub-contractor(s), if applicable.) Proven success on other projects similar in type, size and complexity (confirmed by references).	25
b	Vendor fully addressed all requirements and functionalities. Clarity, quality, and comprehensiveness of the proposal.	20
c	Costs as indicated in cost projection sheets in relation to the functionality provided.	20
d	Quality assurance, change management procedures, project management and adherence to technical standards; ability to cover services and respond to court needs; project plan	15
e	Matrix of skills and resumes of proposed staff that would ensure successful completion of the project.	10
f	Vendor’s financial capacity to timely develop, implement, operate, and maintain its proposed solution.	10

**11.0 POSTING**

The results of the negotiation process will be posted on the Office of the State Courts website at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml) for a period of at least 72 hours.

**12.0 ADDENDUM**

Any clarification or additional information that may substantially affect the outcome of this ITN will be provided in the form of a written addendum. If necessary, clarifications or additional information shall be issued by the OSCA. Unless issued in writing by the OSCA, nothing shall be binding upon this ITN. All addenda will be posted on the State Courts website at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml).

## 13.0 ATTACHMENTS

### 13.1 ATTACHMENT A – Instructions to Respondents

#### Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Conflict of Interest.
6. Convicted Vendors.
7. Discriminatory Vendors.
8. Respondent's Representation and Authorization.
9. Performance Qualifications.
10. Public Opening.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response.
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records.
18. Protests.

#### 1. Definitions.

The State Courts System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- “Court” means the State Courts System (SCS) entity that has released to solicitation.
- “Procurement Officer” means the Court’s contracting personnel, as identified in the introductory Materials.
- “Respondent” means the entity that submits materials to the Court in accordance with these Instructions.
- “Response” means the material submitted by the respondent in answering the solicitation.
- “Timeline” means the list of critical dates and actions included in the introductory materials.

#### 2. General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

### **3. Terms and Conditions.**

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions,
- Instructions to Respondents,
- General Conditions, and
- Introductory Materials.

The Court objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

### **4. Questions.**

Respondents shall address all questions regarding this solicitation to the procurement officer. Questions shall be answered in accordance with the timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Court or the state for information with the respect to this solicitation. The Court shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.

### **5. Conflict of Interest.**

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the state. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

### **6. Convicted Vendors.**

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid or contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of the Category Two threshold amount (25,000) provided in section 287.017 of the Florida Statutes.

### **7. Discriminatory Vendors.**

Any entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- Transact business with any public entity.

### **8. Respondent's Representation and Authorization.**

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the state or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; the prices nor amounts, actual or approximate, have not been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133 (1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting, to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the contract that is formed with the state.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

#### **9. Performance Qualifications.**

The Court reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the contract requirements. The respondent shall at all times during the contract term remain responsive and responsible. The respondent must be prepared, if requested by the Court, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the

product bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory or that performance is untimely, the Court may reject the response or terminate the contract. The respondent may be disqualified from receiving awards if the respondent, or anyone in the respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the contract, but should Court elect to do so, the respondent is not relieved from fulfilling all contract requirements.

**10. Public Opening.**

Responses shall be opened on the date and at the location indicated on the timeline. Respondents may, but are not required to, attend other than in response to a specific public records request. The Court may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of disability should contact the procurement officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).

**11. Electronic Posting of Notice of Intended Award.**

Based on the evaluation, on the date indicated on the timeline the Court shall electronically post a notice of intended award at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml). If the notice of award is delayed, in lieu of posting the notice of intended award the Court shall post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.

**12. Firm Response.**

The Court may make an award within sixty (60) days after the date of the opening during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Court awards the contract or the Court receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

**13. Clarifications/Revisions.**

Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the response.

**14. Minor Irregularities/Right to Reject.**

The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Court determines that doing so will serve the state's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

**15. Contract Formation.**

The Court shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Court until the Court signs the contract. The Court shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the contract is effective.

**16. Contract Overlap.**

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the contract, a contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

**17. Public Records.**

Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word “Confidential” in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

**18. Protest.**

Any protest concerning this solicitation shall be made in accordance with section 6.10 of the State Court System Purchasing Directives.

## 13.2 ATTACHMENT B – General Contract Conditions for Services

1. Definitions.
2. Invoicing and Payment.
3. Lobbying and Integrity.
4. Indemnification.
5. Limitation of Liability
6. Suspension of Work.
7. Termination for Convenience.
8. Termination for Cause.
9. Public Records Requirement
10. Americans with Disabilities Act
11. Section 508 Requirements
12. Force Majeure, Notice of Delay, and No Damages for Delay.
13. Scope Changes.
14. Renewal.
15. Advertising.
16. Assignment.
17. Antitrust Assignment
18. Dispute Resolution.
19. Employees, Subcontractors, and Agents.
20. Security and Confidentiality.
21. Contractor Employees, Subcontractor, and other Agents.
22. Insurance Requirements.
23. Warranty of Authority.
24. Warranty of Ability to Perform.
25. Notices.
26. Modification of Terms.
27. Cooperative Purchasing.
28. Waiver.
29. Annual Appropriations.
30. Execution in Counterparts.
31. Severability.
32. Travel.
33. Right to Audit.
34. Rule of Interpretation.
35. Real Time Transcription Services for Persons who are Deaf or Hard of Hearing.
36. Real-Time Court Reporting for the Hearing Impaired.
37. Compliance with Federal and State Anti-Discrimination Legislation.

**1. Definitions.** The State Court System Purchasing Directives govern Procurement within the Judicial Branch. The following additional terms are also defined:

(a) “Contract” means the enforceable agreement that results from a successful solicitation or other procurement. The parties to the Contract will be the Court and Contractor.

(b) “Court” means a State Court System entity that will procure services directly from the Contractor under the Contract.

**2. Invoicing and Payment.** Invoices must contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Contractor that the Court deems necessary to verify any deliverable under the Contract. Payment will be made in accordance with section 215.422, Florida Statutes, which governs time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors may result in a delay in payment. Contractors may call (850) 488-3730 Monday through Friday to inquire about the status of payments by the Court. The Court is responsible for all payments under the Contract. The Court’s failure to pay, or any delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Court.

**3. Lobbying and Integrity.** The Contractor shall not, in the performance of duties required under this Contract use funds provided by this Contract to lobby the legislature or any state agency. The Contractor shall not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Court officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Court officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits, of money, services, employment, or contracts of any kind. Upon request of the Court’s Inspector General, or other authorized Court official, the Contractor shall provide any type of information deemed relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three years after the expiration of the Contract. The Contractor agrees to reimburse the Court for the reasonable cost of investigation incurred by the Inspector General or other authorized Court official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the Court which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any cost of investigations that do not result in the Contractor’s suspension or debarment.

**4. Indemnification.** The Contractor shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Court and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor shall fully indemnify, defend, and hold harmless the Court from any suits, actions, damages, and costs of every name and description, including attorney’s fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court shall give the

Contractor (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense become non-fringing. If the Contractor is not reasonably able to modify or otherwise secure the Court the right to continue using the product, the Contractor shall remove the product and refund the Court the amounts paid in excess of a reasonable rental for past use. The Court shall not be liable for any royalties. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any Contract with the State. The first ten dollars paid on the awarded contract shall constitute the specific consideration for the Contractor's indemnification of the Court.

**5. Limitation of Liability.** For all claims against the Contractor regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Contract, or two times the charges rendered by the Contractor. This limitation shall not apply to claims arising under the Indemnification paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from the amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Contractor or its affiliates to the Court against any payments due the Contractor under any contract with the State.

**6. Suspension of Work.** The Court may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the SCS to do. The Court shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation except for work performed.

**7. Termination for Convenience.** The Court, by written notice to the Contractor, may terminate the Contract in whole or in part when the Court determines in its sole discretion that it is in the Court's interest to do so. The Contractor shall not furnish any continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**8. Termination for Cause.** The Court may terminate the Contract if the Contractor fails to (1) provide deliverables within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, or regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted deliverables were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Court. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.

**9. Public Records Requirement.** The Court may terminate a Contract if the Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the contractor in conjunction with the Contract, unless the records are exempt from 2.420 Rule of Judicial Administration.

**10. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**11. Section 508 Requirements.** The Contractor must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and part three of Chapter 282, Florida Statutes. Those statutes establish a minimum level of accessibility to those who have disabilities.

**12. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Court in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Court. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Court determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Courts, in which case the Court may (1) accept allocated performance or deliverables from the Contractor, provided that the Contractor grants preferential treatment to Courts with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related

costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

**13. Scope Changes.** The Court may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Court may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

**14. Renewal.** Upon mutual agreement, the Court and the Contractor may renew the contract, in whole or part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**15. Advertising.** The Supreme Court, the District Courts of Appeal, the Trial Courts and the Office of the State Courts Administrator (OSCA), do not under any circumstances permit the use of the Court or OSCA name, the names of Justices or Court or OSCA staff, the Court seal or any other similar identifying information in the Contractor's promotional or marketing materials, including press releases. The Contractor agrees that it will refrain from reference to the Supreme Court or OSCA name, the names of Justices or Court or OSCA staff, the Court seal or any other identifying information in such materials.

**16. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Court; provided, the Contractor assigns to the Court any and all claims it has with respect to the Contract under the antitrust laws of the United States and the Court. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Court expressly waives such secondary liability. The Court may assign the Contract with prior written notice to Contractor of its intent to do so.

**17. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**18. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by Court Administration, or other designated Court employee, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**19. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Court. The Court may conduct, and the Contractor shall cooperate in, a security background check on any employee, subcontractor, or agent furnished by the Contractor. The Court may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualification, quality of work, change in security status, or non-compliance with a Court's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in

compliance with the Contract. The Court may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**20. Security and Confidentiality.** The Contractor shall comply fully with all security requirements and procedures of the Court in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Court. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Court's confidential information, or material that is otherwise obtainable under State law as a public record. The Contractor shall take appropriate steps with its personnel, agents, and subcontractors to insure confidentiality. The warranties of this paragraph shall survive the Contract.

**21. Contractor Employees, Subcontractors, and other Agents.** The Contractor, its employees, subcontractors and agents are not employees or agents of the Court.

**22. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**23. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**24. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of the Contract.

**25. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Court. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**26. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties. The Contract may only be modified or amended upon mutual written agreement of the Court and the Contractor. No alteration or modification of the Contract terms, including substitution of deliverables, shall be valid or binding against the Court.

**27. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained

herein. Non-Court purchases are independent of the agreement between Court and Contractor, and the Court shall not be a party to any transaction between the Contractor and any other purchaser.

**28. Waiver.** The delay or failure by the Court to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**29. Annual Appropriations.** The Court's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature.

**30. Execution in Counterparts.** The contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

**32. Travel.** Travel expenses will be paid in accordance with s.112.061, Florida Statutes. The Court may establish rates lower than the maximum provided in s. 112.061.

**33. Right to Audit.** Records of expenses pertaining to all services shall be kept in accordance with generally accepted accounting principles and procedures. The Vendor shall keep all records relating to this contract in such a way as to permit their inspection pursuant to Florida Rules of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.

**34. Rule of Interpretation.** All specific conditions will prevail over a general condition on the same subject.

**35. Real-Time Transcription Services for Persons who are Deaf or Hard of Hearing.** Vendors that provide real-time transcription services in court proceedings to ensure effective communication by a participant who is deaf or hard of hearing and entitled to auxiliary aids or services pursuant to Title II of the Americans with Disabilities Act of 1990, should be informed that they must comply with the Supreme Court Policy on Court Real-Time Transcription Services for Persons Who are Deaf or Hard of Hearing.

**36. Real-Time Court Reporting for the Hearing Impaired.** If the contractor provides real-time court reporting pursuant to this contract as an accommodation for the hearing impaired, the contractor hereby acknowledges that the State Courts System has specific standards for providing such services. Those specific standards are available from the Office of the State Courts Administrator.

**37. Compliance with Federal and State Anti-Discrimination Legislation.** In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Contract, the Contractor will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

Revised 06/03/10

### 13.3 ATTACHMENT C - Questionnaire

#### QUESTIONNAIRE

In order to facilitate the analysis of responses to this ITN, respondents must complete the following questionnaire in electronic format by clicking on the following link [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml). The completed questionnaire must be saved in Microsoft Word format and returned as a separate document than your proposal. The questionnaire and the Respondent's proposal must be submitted at the same time.

#### VENDOR INFORMATION

QUESTION	RESPONSE	COMMENTS
Indicate how long company has been in business.		
Indicate how long company has been in business providing the proposed application software.		
Indicate the number of full-time employees in company.		
Indicate the number of employees dedicated to Help Desk Support.		
Provide a summary of any litigation, previous or outstanding, relating to vendor's performance of professional services contracts, or an account of why this information is not provided.		

### 13.4 ATTACHMENT D – Drug Court Data Elements

- Academic Status at the Drug Court Begin Date
- Academic Status at the Drug Court End Date
- Additional Qualifying Offense(s)
- Address
- Agreed To Enter Drug Court
- Alias Name
- Ancillary Services Referral Date
- Appeared at Hearing
- Arrest Date
- Birth Date
- Case Disposition
- Clerk Case Number
- County
- Court Case Manager Begin Date
- Court Case Manager End Date
- Court Case Manager Name
- Court Hearing Date
- Defense Attorney Begin Date
- Defense Attorney End Date
- Defense Attorney Name
- Drivers License Status at the Drug Court Begin Date
- Drivers License Status at the Drug Court End Date
- Drug Court Begin Date
- Drug Court End Date
- Drug Court Status
- Drug Court Type
- Drug Free Baby at Birth
- Drug of Choice
- Drug Test Date
- Drug Test Result
- Employment Status Begin
- Employment Status End
- Ethnicity
- FDLE/SIN
- FDOC Number
- Fines, Fees, or Court Costs Were Satisfied By the Drug Court End Date
- Gender
- History Of Mental Health Disorders
- Housing Status at the Drug Court Begin Date
- Housing Status at the Drug Court End Date
- Incentive Date
- Income Received at the Drug Court Begin Date

**Florida State Courts  
Office of the State Courts Administrator**

- Income Received at the Drug Court End Date
- Judge or Magistrate Begin Date
- Judicial Circuit
- Judicial Division
- Judge or Magistrate
- Judge or Magistrate End Date
- Judge or Magistrate Name
- Name
- New Date of Arrest
- New Offense Type
- New Offense VOP at Admission
- Outpatient Treatment Session Date
- Phone Number
- Physical Health Status at the Drug Court Begin Date
- Physical Health Status at the Drug Court End Date
- Primary Drug of Choice
- Primary Language Spoken
- Primary Offense Date
- Primary Qualifying Offense
- Public Defender Unit or Division Number
- Qualifying Sentencing Score
- Race
- Reason for Administrative End
- Reason for Incentive
- Reason for Sanction
- Reason for Unsuccessful End
- Residential Treatment Begin Date
- Residential Treatment End Date
- Responsible for Paying Fines, Fees, or Court Costs
- Sanction Date
- Social Security Number
- State Attorney Begin Date
- State Attorney End Date
- State Attorney Name
- State Attorney Unit Number or Division Number
- Technical VOP for Drug Test at Admission
- Technical VOP for Other Violation at Admission
- Technical VOP While in Drug Court
- Treatment Counselor Name
- Treatment Provider Begin Date
- Treatment Provider End Date
- Treatment Provider Name
- Type of Ancillary Services
- Type of Defense
- Type of Drug Court End
- Type of Incentive

**Florida State Courts  
Office of the State Courts Administrator**

- Type of Treatment
- Type of Sanction
- United States Citizenship

13.5 ATTACHMENT E –ISS Project Deliverables Matrix

ISDM DELIVERABLES MATRIX						
Deliverable Categories	Document	Key Deliverables & Templates	Level 1: Main/Minor.Enh INFRA.upgrades	Level 2: Rapid Application Development (Smaller projects or priority projects with a condensed timeline)	Level 3: Full-ISDM (Medium to Large Projects)	TRW Required
			(X=Required) (O= Optional) (A=If Applicable) (U=Update)			
<b>INITIATION</b>						
PMO Artifacts		Project Initiation Request	X	X	X	X
	✓	Risk Assessment and Mitigation Plan		X	X	X
	✓	Project Charter		XA	X	X
	✓	Communications Management Plan		XA	X	X
	✓	Project Plan	O	X	X	X
	✓	Organizational Change Management Plan		XA	X	X
	✓	Knowledge Transfer Plan	O	XA	X	X
	✓	Quality Plan		O	X	X
	✓	Service Level Agreement		O	XA	X
Project Budget	✓	Feasibility Study		O	O	X
	✓	Legislative Spending Plan		O	O	X
	✓	Budget Plan		XA	XA	X
	✓	Operational Work Plan		O	O	XA
Project Outsourcing	✓	Statement of Work		XA	XA	XA
Project Staffing	✓	Roles and Responsibility Matrix		XA	X	X
	✓	Technical Team Role Matrix		XA	X	X
<b>ANALYSIS</b>						
Functional Req. Specification	✓	Functional Requirements Specification (SRS)	X	X	X	X
		• Business Requirements	X	X	X	X
		• Business Process Models, Inputs, and Output Specs (incl. SIPOC)	O	O	X	X
		• Conceptual Systems Specifications & Navigational Flowcharts	XA	X	X	X
		• Logical Data Model	O	XA	X	X
		• Interface Specification and Logic Description	XA	XA	XA	XA
		• Requirements resulting from Governing Federal Regulations	O	XA	XA	XA
		• Report Specifications	XA	XA	XA	XA
		• Security Requirements	XA	X	X	X
		• Apportioning of Requirements (Version Breakdown)	O	O	XA	XA
		• Signed Customer Approval Form	X	X	X	X
Test Planning	✓	Requirements Traceability Matrix (Initial)	O	O	X	X
Technical Plans	✓	Configuration Plan (under review)	O	O	X	X
PMO Deliverables	✓	All applicable PMO Deliverables Updated	UA	U	U	U
<b>DESIGN</b>						
Technical Design Specifications	✓	Technical Design Specifications	X	X	X	X
		• Application Architecture Design	O	X	X	X
		• Technical Environment Architecture Specs	O	XA	X	X
		• Technical Requirements Specifications	X	X	X	X
		• GUI Design	XA	XA	XA	XA
		• Database ERD	XA	XA	X	X
		• Security Architecture Design	XA	XA	X	X
		• Report Layouts	XA	XA	XA	XA
Data Conversion Specifications	✓	Data Conversion / Migration Mapping Plan	XA	XA	XA	XA
Training	✓	Training Plan (Initial)	O	O	X	X
Implementation Plan	✓	Implementation Plan (Initial)	X	X	X	X
Test Planning	✓	Test Strategy (Initial)	O	O	X	X
	✓	Test Plans (Beta, System, and Acceptance) - Initial	O	O	X	X
Technical Plans	✓	Disaster Recovery Plan (Initial)	XA	XA	X	X
ISDM Deliverables	✓	All applicable ISDM Deliverables (from Analysis) Updated	UA	U	U	U
PMO Deliverables	✓	All applicable PMO Deliverables Updated	UA	U	U	U
Approvals	✓	Signed Approval Form	X	X	X	X
<b>CONSTRUCT</b>						

ISDM DELIVERABLES MATRIX						
Deliverable Categories	Document	Key Deliverables & Templates	Level 1: Maint/Minor Enh INFRA.upgrades	Level 2: Rapid Application Development (Smaller projects or priority projects with a condensed timeline)	Level 3: Full-ISDM (Medium to Large Projects)	TRW Required
			(X=Required) (O= Optional) (A=If Applicable) (U=Update)			
Application Components	✓	Application Construction Checklist	O	O	O	O
		Baselined and Tested Application Components	X	X	X	X
		Application Source Code	XA	XA	XA	XA
Test Planning (Setup Initial)	✓	Test Strategy	U	UA	U	U
	✓	Test Plans (Beta, System, and Acceptance)	UA	UA	U	U
	✓	Test Suites Schedule	O	O	X	X
	✓	Test Scenarios	O	X	X	X
	✓	Test Data Sheets	O	X	X	X
		Automated Test Scripts (Initial)	O	O	XA	XA
	✓	Test Results Logs (Setup)	O	X	X	X
	✓	Requirements Traceability Matrix	UA	UA	U	U
		Unit Test Review/Peer Review/Technology Transfer	O	X	X	X
Data Conversion	✓	Data Conversion / Migration Mapping Plan	UA	UA	UA	UA
		Data Migration Scripts	XA	XA	XA	XA
Implementation Plan	✓	Implementation Plan (updated with Build Procedures)	U	U	U	U
ISDM Deliverables	✓	All applicable ISDM Deliverables (from previous phases) Updated	UA	U	U	U
PMO Deliverables	✓	All applicable PMO Deliverables	UA	U	U	U
<b>TEST</b>						
Test Tracking	✓	Test Suite Scheduling Log	O	O	U	U
	✓	Signed Test Scenario Sheets	O	X	U	U
	✓	Executed Test Scenarios with Sign-off	O	X	X	X
	✓	Test Results Logs (Updated with results)	O	X	X	X
	✓	Requirements Traceability Matrix (Finalized)	UA	UA	U	U
	✓	Security Architecture / Roles (Tested)	UA	UA	U	U
		Automated Test Scripts (Updated)	O	O	UA	UA
Test Sign-Off	✓	Beta Test Customer Sign-off Form	X	X	X	X
	✓	Acceptance Test Sign-Off Form	X	X	X	X
Training	✓	Training Specifications	O	O	X	X
		• Training Manuals and Corresponding Class Syllabus	O	O	X	X
		• Completed Training Evaluation Forms	O	O	O	O
Technical Plans	✓	All applicable Technical Plans (Finalized)	UA	U	U	U
ISDM Deliverables	✓	All applicable ISDM Deliverables (from previous phases) Updated	UA	U	U	U
PMO Deliverables	✓	All applicable PMO Deliverables Updated	UA	U	U	U
<b>IMPLEMENT</b>						
Implementation Plan	✓	Implementation Plan (Executed)	U	U	X	X
		• Installation Instructions for Operators	O	X	X	X
		• DBA Procedures	O	O	XA	XA
		• Installation Procedures	X	X	X	X
		• Rollout Schedule	X	X	X	X
	✓	Signed Customer Approval Form	X	X	X	X
Installation Modules		Application Installation Scripts	XA	XA	XA	XA
		Baselined, Tested Release of Application	X	X	X	X
		Security Architecture and Roles	XA	XA	X	X
Data Conversion		Data Migration Scripts (Executed)	XA	XA	XA	XA
ISDM Deliverables	✓	All applicable ISDM Deliverables (from previous phases) Finalized	UA	U	U	U
PMO Deliverables (Close-Out)	✓	Finalized Project Documentation / PMO Deliverables	UA	U	U	U
	✓	Project Close-out Report	O	X	X	X