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CCOC Request for Proposals (RFP) for Statewide Guardianship Database

The Clerks of Court Operations Corporation (“CCOC” or “Corporation”) is a legislatively created corporate entity established under Section 28.35, Florida Statutes. Its mission is to review and recommend Florida Clerk of Courts Article V court-related budgets and encourage the Clerk’s best practices using performance standards. It is headquartered in Tallahassee, and its web page is www.flccoc.org.

The CCOC needs certain services more fully described below (hereinafter “Services”). This Request for Proposals (RFP) is intended to secure one or more qualified and affordable contractors to provide potentially all, part, or none of such services.

This is an RFP to select service providers to meet the service needs of the CCOC. This RFP consists of this transmittal only and contains the instructions for preparing proposals, cost breakdown, and timeframe. Costs breakdown in this proposal shall be based on deliverables.

All questions regarding this RFP should be made electronically at <https://flccoc.org/guardianship-data-transparency/>. Only in the event of technical difficulties with the electronic system may contact be made, in writing via email, to the point-of-contact listed below in Section 1.3.

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks’ court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

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SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

Section 744.2112, F.S., requires the CCOC and the clerks of court to establish a statewide database of guardian and guardianship case information to facilitate improving court oversight of guardianship cases. Accordingly, the CCOC seeks Responses from qualified vendors to design, develop, and implement a database for guardianship information and an external-facing website that interfaces with the database to make guardianship information available to the public in a searchable format.

1.2 CALENDAR OF EVENTS

The anticipated calendar of events shown below provides a list of important actions associated with this RFP and dates/times by which the actions must be taken or completed. The CCOC reserves the right to amend this timeline if deemed necessary. If the CCOC finds it necessary to change any of these dates/times, it will be accomplished by addendum, which will be posted on <https://flccoc.org/guardianship-data-transparency/>.

Calendar of Events		
Task	Date	Time
CCOC Release of RFP	10/20/2022	5:00 PM EST
Deadline to Submit Questions about the RFP	11/02/2022	5:00 PM EST
Addenda Released if Necessary to Answer Questions	11/09/2022	5:00 PM EST
Deadline for RFP Electronic Proposal Submission	11/23/2022	2:00 PM EST
Public Opening of Responses	11/23/2022	3:00 PM EST
Anticipated Notice of Intent to Award	12/15/2022*	
Anticipated Contract Start Date	12/22/2022*	

*Dates are anticipated and may be subject to change.

1.3 POINT-OF-CONTACT

John Dew, Executive Director Florida CCOC
2560-102 Barrington Circle
Tallahassee, Florida 32308
jdew@flccoc.org

Questions and Proposals shall be submitted electronically at <https://flccoc.org/guardianship-data-transparency/>.

Only in the event of technical difficulties with the electronic system may contact be made, in writing via email, to the point-of-contact listed above. Otherwise, the CCOC requires that Respondents restrict all contact.

1.4 RESTRICTION ON COMMUNICATIONS

Respondents shall not communicate with any CCOC staff, Clerks of Courts, or Clerks' staff concerning this RFP. All communication regarding this RFP shall be made through the electronic system at <https://flccoc.org/guardianship-data-transparency/> or directed to the point of contact identified in Section 1.3 above but only in the case of technical difficulties experienced with the electronic system. For violation of this provision, the CCOC reserves the right to reject a respondent's proposal.

Only those communications which are in writing from the CCOC's point of contact and/or posted to <https://flccoc.org/guardianship-data-transparency/> shall be considered as a duly authorized response on behalf of the CCOC.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the posting of the notice of decision, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the CCOC point of contact or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

1.5 DEFINITIONS

The definitions found in section 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined for the purposes of this RFP:

"Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.

"Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

"Contractor" means the successful Respondent who is awarded a contract for this RFP, and which provides services to the CCOC in accordance with the Contract. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.

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“Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or another contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

“Department” means the entity that has released the solicitation.

"Procurement Officer" means the Buyer's contracting personnel, the point of contact, as identified in Section 1.3 above.

“Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

“Proposal” means the complete response of the Respondent to the RFP, including properly completed forms and supporting documentation.

“Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

"Respondent" means the entity that submits materials to the Buyer 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.

SECTION 2 – PROCUREMENT APPROACH

2.1 PURPOSE OF PROCUREMENT

Section 744.2112, F.S., requires the CCOC and the clerks of court to establish a statewide database of guardian and guardianship case information to facilitate improving court oversight of guardianship cases. Accordingly, the CCOC seeks Responses from qualified vendors to design, develop, and implement a database for guardianship information and an external-facing website that interfaces with the database to make guardianship information available to the public.

Respondents are to submit a written proposal that presents the Respondent's understanding of the statement of work and services to be provided, qualifications and experience, technical approach, and description of costs. The Respondent's proposal should be prepared simply and economically.

The CCOC 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.

2.2 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Proposal. Form PUR 1001 may be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

ALTHOUGH THE RFP MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," "SHOULD" OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE CCOC RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS. IN ADDITION, THE CCOC 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 CCOC DETERMINES THAT DOING SO WILL SERVE THE STATE'S BEST INTERESTS. FINALLY, THE CCOC MAY REJECT ANY RESPONSE NOT SUBMITTED IN THE MANNER SPECIFIED IN THIS RFP.

2.3 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Proposal. Form PUR 1000 may be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

In the event of any conflict between the PUR 1000 form and other instructions provided in this document, the additional instructions in this document shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

2.4 PROCUREMENT PROCESS

2.4.1. PROPOSAL QUESTIONS & ANSWERS

Any technical questions arising from this RFP should be submitted electronically as described in Section 1.3 above. All questions submitted timely (see Section 1.2 CALENDAR OF EVENTS) by potential respondents along with the CCOC's written response to questions submitted will be posted on the CCOC's website at <https://flccoc.org/guardianship-data-transparency/>. It is the responsibility of all potential respondents to monitor this site for any changing information prior to submitting a proposal.

2.4.2. PROCUREMENT PROTESTS / NOTICE OF RIGHTS

Pursuant to F.S., Section 120.57(3) (b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3)(a) provides:

Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for

filing a bond shall constitute a waiver of proceedings under chapter 120, F.S.

Florida Administrative Code (F.A.C.) Rule 28-110.002(2) defines the term “decision or intended decision,” and includes the solicitation terms (and any addenda), the award of the contract, and a rejection of all bids.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. F.S., Section 287.042(2) (c) and F.A.C. Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier’s checks, official bank checks, or money orders in the amount of the bond. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be addressed to the point of contact identified in Section 1.3 above.

SECTION 3 – STATEMENT OF WORK

3.1 BACKGROUND

Section 744.2112, F.S., requires the CCOC and the clerks of court to establish a statewide database of guardian and guardianship case information to facilitate improving court oversight of guardianship cases. Accordingly, the CCOC seeks Responses from qualified vendors to design, develop, and implement a database for guardianship information and an external-facing website that interfaces with the database to make guardianship information available to the public in a searchable format.

This data is not currently stored in a single central location or system. To successfully accomplish the goal of designing, developing, and implementing a centralized database, the data will need to be identified and sourced from more than one existing system. Current data sources which store these data elements, or the data required to derive these data elements, include the Florida Comprehensive Case Information System (CCIS), the Office of Public and Professional Guardians maintained by the Department of Elderly Affairs, and others including, but not limited to, county level case management systems.

3.2 GOALS AND OBJECTIVE

The goal of this RFP is to secure the services of a vendor to design, develop, and implement a statewide database of guardian and guardianship case information as well as a publicly accessible webpage to display certain guardianship information.

3.3 SCOPE OF SERVICES

The awarded vendor will perform services to design, develop, and implement a database for guardianship information and a publicly accessible webpage to display certain guardianship information to fulfill the statutory requirements of Section 744.2112, Florida Statutes. The specifications and functionality provided by the centralized database and website include, but are not limited to, the following:

Database

3.3.1 Must include, at a minimum, the following data elements:

- 3.3.1.1 The registration status of each professional guardian.
 - 3.3.1.2 The substantiated disciplinary history of each professional guardian.
 - 3.3.1.3 The status of each guardian's compliance with the statutory qualifications for guardianship under s. 744.2003 or s. 744.3145.
 - 3.3.1.4 The status of statutorily required reports and submissions under chapter 744.
 - 3.3.1.5 Type of Guardianship
 - 3.3.1.6 Name of Guardian
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- 3.3.1.7 Location of Guardian's office
 - 3.3.1.8 Number of Wards Served by Guardian
 - 3.3.1.9 Circuit
 - 3.3.1.10 Name of Judge
 - 3.3.1.11 Name of Ward
 - 3.3.1.12 County of Residence of Ward
 - 3.3.1.13 Name of Petitioner
 - 3.3.1.14 Name of Legal Counsel
 - 3.3.1.15 Demographic Information of Ward
 - 3.3.2 Must meet interoperability standards defined by the Florida Courts Technology Commission to allow each circuit court to easily access the information for regular use in judicial proceedings. The Florida Courts Technology Standards can be viewed online at:
<https://www.flcourts.org/content/download/801491/file/florida-supreme-court-technology-standards-november-2020.pdf>.
 - 3.3.3 Must either exist in a CCOC owned and controlled environment or must be developed to ensure a full and updated copy of the centralized database is backed up to that environment on a regularly scheduled basis. Responses should include details regarding the proposed technical solution's backup capabilities, including proposed method(s), frequency of updates, and failure mitigation and restoration plans.
 - 3.3.4 Must be scalable to accommodate current and future needs.
 - 3.3.5 Must include functionality to enable the CCOC to manage and control role-based access to the database.
 - 3.3.6 Must include functionality to enable authorized users to upload or submit data directly to the database.
 - 3.3.7 Must be designed to enable additional data fields, data types, and other elements to be incorporated into the database as needed.
 - 3.3.8 Must be searchable by, at a minimum, the name of the petitioner, ward, guardian, and legal counsel for all parties; the demographic information of the ward; the location of the guardian's office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each guardian, by ward county of residence.
 - 3.3.9 Must be designed to enable integration with other technology and services, including the ability to upload defined data fields (i.e., information) from the database to a publicly available web page to allow access to the general public in a searchable format.
 - 3.3.10 Must provide for the ability to generate reports from the database, including the ability to report data in aggregated and deidentified formats. These reports include, but are not limited to, reports of statewide, circuit-level, and
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county-level statistical data to provide assistance to the courts, the Department of Elder Affairs, and other stakeholders such as the Legislature, as well as to provide transparency to the public and the Legislature regarding the state's guardianship system.

- 3.3.11 Must provide functionality to enable the CCOC to generate ad hoc reports using information in the database.

Web Page

- 3.3.12 Must provide a publicly available web page to display specific information from the database in a searchable format. Such professional guardian information must be limited to the names of professional guardians and current data regarding the number of wards served by each guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary guardianships. Personal identifying information of wards may not be included in the data that is searchable.

- 3.3.13 Must provide for the ability to publish on the web page statistical data reports from the database.

Training

- 3.3.14 In conjunction with delivery of the Guardianship Database and webpage, the vendor must provide knowledge transfer through comprehensive training on each component of the database and webpage, and system best practices. Knowledge transfer and training plans should address the procedures, training delivery methodology and mechanisms, training format, schedule, support, curriculum, sample data, and any additional information needed to effectively train CCOC administrators and users of the new system.

3.4 INFORMATION TECHNOLOGY REQUIREMENTS

- 3.4.1 Respondents submitting Proposals to this solicitation should provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.
- 3.4.2 Contractors, providers, and partners employed by the CCOC or acting on behalf of the CCOC shall also fully comply with the Florida Cybersecurity Standards, as established in 60GG-2, F.A.C.
- 3.4.3 In accordance with Rule 60GG-4.002, F.A.C., to the extent the Contractor is providing cloud services or products, the geographic location of data (as defined in section 282.0041, F.S.) shall be restricted to the continental United States. Remote access to data, other than open data, from outside the continental United States is prohibited.
- 3.4.4 Respondents must ensure proposed information technology resources and solutions meet interoperability standards defined by the Florida Courts Technology Commission so that each circuit court can easily access the information for regular use in judicial proceedings. The Florida Courts
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Technology Standards can be viewed online at:

<https://www.flcourts.org/content/download/801491/file/florida-supreme-court-technology-standards-november-2020.pdf>.

- 3.4.5 Use of any third-party platforms, software, or other technology must be organized and arranged in a manner to ensure the CCOC has full ownership of the data associated with the Guardianship Database, the source code and/or custom configurations, and any accounts, subscriptions, or licensing required for the solution.
- 3.4.6 Proposed solutions must support modern authentication protocols to safeguard the integrity of data and prevent unauthorized access to the Guardianship database.
- 3.4.7 Proposed solutions should follow information technology development standards and best practices, including the utilization of development, test, and production environments to manage change control and minimize service disruption.

3.5 CONTRACTOR RESPONSIBILITIES

- 3.5.1 The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to provide the services identified herein. The contractor must have the staff and technical resources to reliably design, install, and configure the proposed database and web site.
 - 3.5.2 The Contractor will be required to prescribe and coordinate any prerequisite hardware and/or upgrades with the CCOC. This includes any support for installation and testing of the database and/or website to the point of independent operations by CCOC staff.
 - 3.5.3 The Contractor must provide thorough documentation related to the hosted environment of the database, including details regarding information systems security and availability.
 - 3.5.4 The Contractor, together with its employees, agents, or subcontractors performing work under the Contract, shall be properly trained and meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, agents, or subcontractors performing work under the Contract must comply with all CCOC policies and procedures, including, but not limited to, security and administrative requirements. The CCOC may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, agent, or subcontractor furnished by Contractor. The CCOC may refuse access to, or require replacement of, any of Contractor's employees, agents, or subcontractors for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the CCOC's security or administrative requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The CCOC may reject and bar from any facility
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for cause any Contractor's employee, agent, or subcontractors.

3.5.5 The Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically meet all requirements for retaining public records and transfer to the CCOC, at no cost, all public records in possession of the Contractor upon termination of the Contractor and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the CCOC in a format that is compatible with the information technology systems of the CCOC.

3.5.6 The Contractor shall provide detailed timeframes for any required hardware/software or other technology purchase(s) and/or upgrade(s), database installation, configuration, training, data conversion, end-user and technical training, and an estimated "go-live" date with key dependencies noted.

3.6 CCOC RESPONSIBILITIES

3.6.1 The CCOC will assign a Contract Manager to manage the Contract.

3.6.2 The CCOC will assign a Project Manager to represent the CCOC in coordinating with the vendor's assigned Project Manager throughout execution of the project.

3.6.3 The CCOC will coordinate with the Contractor to schedule the Project Kick-off meeting.

3.6.4 The CCOC will approve the project schedule and establish expectations of Contractor performance.

3.6.5 The CCOC will supply the Contractor with contact information for end users of the Guardianship database.

3.6.6 The CCOC, along with the Contractor, will establish measurable milestones for the project.

3.6.7 The CCOC will review and approve all deliverables and authorize payments for approved deliverables.

3.6.8 The CCOC will review and approve the assignment of all team members, both initially proposed and any subsequent changes.

3.6.9 The CCOC will be available for consultation throughout the project.

3.7 DELIVERABLES

Deliverables may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the CCOC. The Contractor shall provide services in conjunction with the tasks identified in Section 3, Statement of Work, to complete the deliverables as described in the table below. The CCOC may waive or amend any due dates in writing at its sole discretion.

**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Performance Measures	Financial Consequences
1	The Contractor shall host a kick-off meeting with CCOC staff to delineate Contractor and CCOC roles for the completion of the deliverables based on the timeline provided in the Project Plan.	Conduct kick- off meeting with the CCOC staff within 10 business days of contract execution.	Failure to conduct kickoff meeting within 10 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business day beyond the due date. Such reduction shall be made from the deliverable payment.
2	<p>The Contractor shall submit a Project Plan, including, but not limited to, the following components:</p> <ul style="list-style-type: none"> • Project Plan Summary • Scope Management Plan • Cost Management Plan • Resource Management Plan • Risk Management Plan • Communication Plan • Change Management Plan • Project Schedule • Quality Management Plan • Security Management Plan 	Project Plan shall be submitted to the CCOC Project Manager, for approval by the CCOC, within ten (15) business days of contract execution. The CCOC will review, edit, and provide comments to the initial Project Plan and will respond to the Contractor within five (5) business days. The Contractor will have five (5) business days to incorporate requested changes by the CCOC and submit a final Project Plan to the CCOC Project Manager for approval by the CCOC.	Failure to provide a Project Plan within ten (15) business days of contract execution and a final Project Plan within five (5) business days of receiving edits and comments from the CCOC will result in a deduction of 5% of the deliverable cost for each business day beyond the due date. Such reduction shall be made from the deliverable payment.
3	<p>The Contractor shall develop the System Design Documentation, including, but not limited to, the following components:</p> <ul style="list-style-type: none"> • Business Design • User Interface Control • Systems Integration Design • Interface Specification Design • Entity Relationship 	Develop the System Design Documentation and Florida Courts Technology Standards Compliance Report, as specified, within 30 business days of contract execution. Evidence of the development of the System Design Documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the System Design Documentation within 30 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

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	<p>Diagram</p> <ul style="list-style-type: none"> • Data Dictionary • Infrastructure Requirements & Design • Security Requirements & Design • ADA Compliance • Maintenance Requirements • User Documentation • Reports Inventory <p>The System Design Documentation must also include a report demonstrating how the solution’s design will ensure compliance with the interoperability requirements established by the Florida Courts Technology Standards.</p>		
4	<p>Develop a Requirements Traceability Matrix, which defines the system requirements that must be met by the delivered solution.</p>	<p>Develop the Requirements Traceability Matrix, as specified, within 40 business days of contract execution. Evidence of the Requirements Traceability Matrix and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to develop the Requirements Traceability Matrix within 40 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
5	<p>Develop a working prototype of the solution in a testing environment based on the requirements identified in the Requirements Traceability Matrix.</p>	<p>Provide a working prototype of the solution in a testing environment, as specified, within 50 business days of contract execution. Evidence of the working prototype and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to provide a working prototype of the solution within 50 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>

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6	Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression, and security testing.	Development of the Master Test Plan, as specified, within 60 business days of contract execution. Evidence of the development of the Master Test Plan and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the Master Test Plan within 60 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
7	Develop automated system test scripts, complete system test, and submit test logs and results.	Development of the automated system test scripts and complete system test, as specified, within 65 business days of contract execution. Evidence of the development of the automated system test scripts and complete system test, along with test logs and results and any other required documentation, must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the automated system test scripts and complete system test, along with required documentation as specified, within 65 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
8	Conduct User Acceptance Testing (UAT) and provide detailed results of the UAT execution.	Completion of User Acceptance Testing, as specified, within 80 business days of contract execution. Evidence of the completion of UAT, along with detailed results and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC. Vendor will have 5 business days to correct any deficiencies related to specified requirements identified during UAT.	Failure to complete UAT with detailed results and correct any identified deficiencies, as specified, within 85 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

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<p>9</p>	<p>Develop a Data Conversion Plan, which must include details of the methods and processes to execute the required data conversions from the existing systems to the new system.</p> <p>Develop a Data Migration and Mapping Plan, which includes necessary translation of existing data elements to the data elements in the new solution.</p>	<p>The Data Conversion Plan and the Data Migration and Mapping Plan must be completed, as specified, within 90 business days of contract execution. Evidence of the completion of Data Conversion Plan and the Data Migration and Mapping Plan, along with any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to complete the Data Conversion Plan and the Data Migration and Mapping Plan, as specified, within 90 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<p>10</p>	<p>Perform the data conversion and migration and ensure load was successful before system deployment.</p> <p>Develop a Data Conversion Report, which provides summarized results of the conversion and migration and includes the detailed metrics and disposition of data elements from the existing systems to the new solution.</p>	<p>Complete the data conversion and migration and provide the Data Conversion Report, as specified, within 105 business days of contract execution. Evidence of the completion of the data conversion and migration, the Data Conversion Report, and any other required documentation, must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to complete the data conversion and migration and provide the Data Conversion Report, as specified, within 180 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<p>11</p>	<p>Develop the Detailed Implementation Plan, which must outline the detailed processes and approach to the implementation of the new solution.</p> <p>Develop the Deployment Checklist, which must define the step-by-step processes and timing that must be adhered to for the successful pre-implementation, implementation, and post-implementation of the new solution.</p>	<p>The Detailed Implementation Plan and Deployment Checklist must be completed, as specified, within 105 business days of contract execution. Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to complete the Detailed Implementation Plan and Deployment Checklist, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>

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<p>12</p>	<p>Develop Final Training Materials, which consist of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train CCOC administrators and users of the new system.</p> <p>Develop a Knowledge Transfer Plan that includes information on how CCOC administrators will make future configurations and modifications to System.</p>	<p>The Final Training Materials and the Knowledge Transfer Plan must be completed, as specified, within 105 business days of contract execution. Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to complete the Final Training Materials and the Knowledge Transfer Plan, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<p>13</p>	<p>Deliver a working system in a Production environment, as well as Final System and User Documentation required for the operation of the overall solution, which must include system details and user documentation.</p> <p>Supporting documents to the System and User Documentation to be provided by the contractor shall include:</p> <ul style="list-style-type: none"> • System Administration Manual • User Manual • Interface Control Document 	<p>Delivery of a working system in the Production environment and completion of the Final System and User Documentation, to the CCOC's satisfaction, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 140 business days of contract execution. Following acceptance of the working system, vendor must deploy the working system within 5 business days of a request by the CCOC to make the system live.</p> <p>Evidence of a working system in the Production Environment, the completion of the Final System and User Documentation, including the System Administration Manual, User Manual, Interface Control Document, deployment of a working system, and any other required documentation, which must be submitted to the CCOC Project Manager and approved by the CCOC.</p>	<p>Failure to deliver a working system in the Production environment and provide the Final System and User Documentation, as specified, within 140 business days of contract execution and subsequently deploy the working system within 5 business days of a request by the CCOC, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>

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14	Conduct Knowledge Transfer based on training materials and Knowledge Transfer Plan.	Completion of conducting the Knowledge Transfer based on training materials and Knowledge Transfer Plan, as specified, within 140 business days of contract execution. Evidence of the completion of the Knowledge Transfer, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to completely conduct the Knowledge Transfer, as specified, within 140 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
15	Develop a Transition Plan, which identifies the approach and milestones necessary to transfer operation of the system from the contractor to the CCOC.	Submittal of the Transition Plan, as specified, within 15 business days of acceptance of Deliverable 13. The Transition Plan, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Transition Plan within 15 business days of acceptance of Deliverable 13, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
16	Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	Submittal of the Transition Completion Report, as specified, within 10 business days of acceptance of Deliverable 15. The Transition Completion Report, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Transition Completion Report within 10 business days of acceptance of Deliverable 15, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
17	Submit a Project Closure Report, which includes details of the activities needed to close out all Project activities, tasks, and reports. Components of the Project Closure Report that shall be	Submission of the Project Closure Report, as specified within 5 business days of acceptance of Deliverable 16. The Project Closure Report must be submitted to the CCOC Project Manager and approved by the	Failure to submit the Project Closure Report supported with required documentation within 5 business days of acceptance of Deliverable 16, as specified, will result in a deduction of 5% of the

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	<p>provided by the contractor include:</p> <ul style="list-style-type: none">• Project Lessons Learned Report• Project Release Document (Signed)• Post Implementation Review Report• Post Implementation Evaluation Report• Change Log (Closed Out)• Contract(s) Closure	CCOC.	<p>deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
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4.1 PROPOSAL SUBMISSION

By submitting a Proposal, the Respondent represents that it understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided.

4.1.1. SUBMISSIONS

The Respondent must submit a complete Response to this RFP to be considered for selection. One (1) copy must be submitted electronically as described in Section 1.3 by the date and time specified in Section 1.2, CALENDAR OF EVENTS.

Electronic Submission of Proposal: Vendors must electronically submit one (1) complete Response to this RFP no later than the date and time specified in Section 1.2, CALENDAR OF EVENTS.

4.1.2. AUTHORIZED SIGNATURE

All Responses and associated forms should be signed and dated by a representative duly authorized to bind the Respondent to the provisions of the RFP.

4.1.3. RESPONSE DURATION

Responses are to include a statement in the Executive Summary or Transmittal Letter (if included) that the proposal and associated price offering will remain firm for a period of no less than one hundred eighty days (180) from the date of proposal opening, or until a binding contract has been executed.

4.1.4. RESPONSE PREPARATION COSTS

All costs related to the development and submission of a Response to this solicitation are the full responsibility of the Respondent and are not chargeable to the CCOC.

4.1.5. PROPOSAL PRESENTATION

Responses should be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size should not be less than a 12-point font. The Response should contain a table of contents, be typed single-spaced, and have separate sections, each clearly labeled including page numbers. The information to be contained in each section is described in the following sections.

4.2 PROPOSAL STRUCTURE

4.2.1 FORMS/CERTIFICATIONS/REFERENCES

The Respondent shall complete and submit all required forms, certifications, and/or references, included in Attachments A and B, as part of the Response in accordance with the instructions contained therein.

4.2.2 TECHNICAL PROPOSAL

4.2.2.1 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary which demonstrates the Respondent's overall understanding of the statement of work and services to be provided, as well as the Respondent's overall capabilities and approaches for accomplishing the services specified herein.

4.2.2.2 QUALIFICATIONS AND EXPERIENCE

The Respondent should provide at least three (3) references, which demonstrate experience comparable to the one described in this RFP. The CCOC reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law. Respondents should also include details regarding all prior relevant experience they have concerning the statement of work described herein, including providing similar deliverables and products. The Respondent should provide a description of its qualifications and prior experience performing tasks similar to those required in this RFP. The description should include details of the Respondent's background and relevant experience that qualifies it to provide the products and services required by this RFP.

4.2.2.3 TECHNICAL APPROACH

The Respondent must provide a detailed overview of the proposed solution and thoroughly describe the approach, capabilities, and means to be used in accomplishing the tasks outlined in Section 3 of the RFP. Any specific techniques to be used should also be addressed. The Technical Approach should also describe any significant development difficulties anticipated, as well as the Respondent's approach for mitigating and/or resolving these. The Respondent should also provide the estimated deliverable completion dates associated with the table of deliverables in Section 3.7 of the RFP.

Additionally, the Respondent must provide a detailed description of the proposed technical solution. This should include details of all proposed technology, as well as the approach for meeting all information technology requirements and ensuring compliance with the required standards and regulations described in Section 3. This section should also provide descriptions of post-launch support, including any proposed warranty

period to address potential issues identified, and the proposed approach for ongoing operations and maintenance of the solution.

4.2.2.4 MANAGEMENT PLAN

The Respondent should provide a management plan describing its management and administration approach for the project. This plan should include a detailed description of the proposed project management methodology, as well as identify key personnel of the Respondent's proposed team.

The proposed project management approach should describe the methodology for managing performance of the work defined in this RFP, including methods to control costs, ensure service quality, and maintain the project timeline and schedule. This includes a Project Management Plan and Project Schedule. The described approach should also include plans for the performance of analysis, testing, data migration, training, and knowledge transfer.

The Respondent should provide the names and proposed roles of key personnel of the Respondent's team, including any proposed subcontractors, as well as a resume for each individual and a description of the functions and responsibilities of each individual relative to the task(s) to be performed. The approximate percentage of time to be devoted exclusively to this project and to the assigned tasks should also be indicated. The Respondent may not voluntarily change key personnel without the CCOC's prior approval, and the CCOC will also have to approve the replacement personnel.

4.2.3 PRICE PROPOSAL

The budget for this procurement is anticipated to be no more than \$1,500,000.00. Respondents are encouraged to submit a price less than this amount.

The Respondent's proposed pricing and cost information should be submitted utilizing the form provided in ATTACHMENT A – DELIVERABLE COST SCHEDULE of this RFP. The **Deliverable Costs** table should include all costs necessary for completion of each deliverable to perform the services described within this RFP.

In the **Supporting Technology, Fees, and Initial Costs** field, the Respondent should provide the total initial year costs for all supporting technology or associated fees, including, but not limited to, software, hardware, licensing, hosting, and any other fees or components, required to implement and support the proposed solution, if applicable. Additionally, the Respondent should include supporting documentation providing line-item descriptions and details of these costs.

The Respondent should enter the sum of the Total Deliverable Costs and the Supporting Technology, Fees, and Initial Costs into the **Total Contract Costs** field. The Total Contract Costs will be utilized in the cost analysis component of the proposal evaluation.

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The Respondent should provide an hourly rate in the **Additional Support Rate** field for the provision of any additional support, if necessary. The Additional Support Rate will not be factored into the total cost calculation or cost analysis component of the proposal evaluation.

Any additional and/or ongoing costs (e.g., licensing, operations, maintenance) associated with the proposed solution should also be identified separately in the **Future Costs** table of ATTACHMENT A – DELIVERABLE COST SCHEDULE. Future Costs will not be factored into the total cost calculation or cost analysis component of the proposal evaluation.

5.1 PROPOSAL OPENING

The proposal opening will be conducted via WebEx conference call as specified in Section 1.2 CALENDAR OF EVENTS. To join the conference call, please use the following information.

WebEx Link:

<https://flccoc.webex.com/flccoc/j.php?MTID=m942b72af3fbf04d89949d9ffa8d8f252>

Meeting Code: 2305 952 1581, **Password:** CCOC

Conference Call: 1-415-655-0001, **Access Code:** 2305 952 1581

5.2 EVALUATION PROCESS

5.2.1 EVALUATION METHODOLOGY

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the CCOC will evaluate and rank responsive proposals. However, proposals rejected due to non-compliance with terms and conditions of this RFP will not be evaluated. The evaluation team will be comprised of at least three persons with experience, background, and/or knowledge of the mandatory specifications and requirements called for by the RFP.

During the process of evaluation, the evaluation team will conduct examinations of proposals for responsiveness to requirements of the RFP. The CCOC reserves the right to reject those determined to be non-responsive.

5.2.2 SEEKING CLARIFICATION

The CCOC reserves the right to seek clarification on any Proposal as needed. Clarification sought will be evaluated based on the criteria established in Section 5.2.3 below. During this stage, respondents will be asked to provide any clarifications needed by the CCOC to assist in evaluating their Proposal. Information received in this stage will be added to the respondent's Proposal and evaluated as a part of the appropriate section.

5.2.3 EVALUATION CRITERIA

5.2.3.1 TECHNICAL EVALUATION

Technical evaluation is the process of reviewing the respondent's Executive Summary, Qualifications and Experience, Technical Approach, and Management Plan for understanding of the project, qualifications, approach, and capabilities, to assure a quality product.

The following point system is established for scoring the proposals:

A. Executive Summary

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STATEWIDE GUARDIANSHIP DATABASE

B. Qualifications and Experience	30 points
C. Technical Approach	35 points
D. Management Plan	20 points
Total	90 points
E. Price	10 points
Total	10 points

5.2.3.2 COST ANALYSIS

The evaluation of costs will be based on costs proposed in ATTACHMENT A – DELIVERABLE COST SCHEDULE. Only Total Contract Costs, which include Deliverable Costs and Supporting Technology, Fees, and Initial Year Costs, will be included in the evaluation. Information provided in ATTACHMENT A – DELIVERABLE COST SCHEDULE for Additional Support Rate and Future Costs will not be factored into the total cost calculation for evaluation but will be used for the provision of any additional support deemed necessary and for consideration in any potential contract renewals, respectively.

Cost analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest acceptable Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Points

When developing the Price Proposal, respondents should consider the anticipated budget identified in Section 4.2.3, PRICE PROPOSAL. The CCOC reserves the right to reject any Response that exceeds the anticipated budget.

5.2.3.3 EVALUATION RESULTS

The total maximum number of points that can be earned in the evaluation process is 100 points.

The contract shall be awarded to the responsible and responsive vendor whose Response is determined in writing to be the most advantageous to the CCOC, taking into consideration the price and the other criteria set forth in this RFP.

5.3 POSTING OF DECISION

The CCOC's Decision will be posted in the CCOC's Office at 2560 Barrington Circle, Suite 102, Tallahassee, Florida and on the CCOC's website at <https://flccoc.org/guardianship-data-transparency/>, as specified in SECTION 1.2 CRITICAL EVENT DATES, and will remain posted for a period of seventy-two (72) hours. It is the responsibility of all potential

respondents to monitor the CCOC website for any posted information regarding this bid.

If the CCOC is unable to post as defined above, a public notice will be posted on the CCOC's website at <https://flccoc.org/guardianship-data-transparency/>. The CCOC will provide written notification of any future posting in a timely manner.

5.4 AWARD OF THE CONTRACT

Pursuant with Section 287.057, F.S., the contract will be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state. Services will be authorized to begin when the Contractor receives a fully executed contract from the CCOC.

SECTION 6 – TERMS & CONDITIONS

All respondents should review the following provisions prior to submission of a Response. In responding to this solicitation, a respondent has agreed to accept these terms and conditions. Note: Additional terms and conditions may be included at the time of contract award.

6.1 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships should be authorized to do business in the state of Florida. Domestic corporations should be active and in good standing in the state of Florida. Such authorization and status should be obtained by the Proposal due date and time, but in any case, must be obtained prior to contract execution. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

6.2 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Proposal due date and time, but in any case, must be obtained prior to contract execution. For state licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-9501

6.3 E-VERIFY

As required by s. 448.095(2), F.S., Contractors providing labor, supplies, or services in relation to this agreement, must provide the CCOC an affidavit attesting that they do not employ, contract with, or subcontract with person(s) ineligible to work in the United States. The employment of unauthorized aliens by any contractor is considered a violation of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term. The awarded Contractor must provide documented proof of registration with the E-Verify system, as well as an affidavit confirming compliance with this requirement.

6.4 DISCRIMINATORY PRACTICES PROHIBITED

The CCOC complies with the American Disabilities Act, the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1992, and all other federal and state laws that prohibit discrimination based on race, color, national origin, religion, sex, age, marital status, or disability. Contracted service providers shall comply with the same.

SECTION 7 – CONTRACT

The successful Contractor(s) will be required to enter into a contract with the CCOC. Any contract shall be in the contract format required by the CCOC. The contract will be monitored for acceptable services rendered throughout the contract period.

7.1 CONTRACT APPROVAL AND TERM

7.1.1. CONTRACT APPROVAL

The final contract will be subject to approval by the CCOC Executive Council.

7.1.2. CONTRACT TERM

The term of the contract will begin upon contract execution and have an anticipated end date of August 31, 2023, or upon satisfactory completion of all deliverables.

7.1.3. CONTRACT RENEWAL

Upon mutual agreement, the CCOC and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years. Any renewal shall specify work to be performed and be based on the proposed rates and/or future costs 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.

7.2 STANDARD CONTRACT PROVISIONS

7.2.1 INTELLECTUAL PROPERTY

Any intellectual property developed as a result of the Contract will belong to and be the sole property of the CCOC. The rights conveyed to the CCOC pursuant to this Contract do not include rights to any preexisting Intellectual Property used, developed, and refined by the Contractor and its subcontractors during their provision of Services under this Contract. This provision will survive the termination or expiration of this Contract.

7.2.2 CONFIDENTIALITY

Except as provided in other provisions herein, the Vendor recognizes and acknowledges that the functions the CCOC performs may provide access to matters, which are, by Florida Statute and/or Court Rule, confidential (hereinafter referred to as “Confidential Information”) and that any unauthorized disclosure of same would cause irreparable damage. Vendor agrees that, except as directed by the CCOC, it will not at any time during or after the term of the Agreement disclose any Confidential Information to any person whatsoever. Accordingly, the CCOC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies available by law, which may be available. The Vendor hereby recognizes that disclosure of

Confidential Information would be a breach of this Agreement; however, any information made public by Florida law shall be exempt from this provision.

7.2.3 FRAUD POLICY

Pursuant to F.S. 112.311, the CCOC recognizes a zero-tolerance policy regarding fraud and corruption. Failure to comply by a consultant, vendor, contractor, outside agency, or a person doing business with the agency or in any other relationship with the agency could result in cancellation of the business or other relationship between the entity and the CCOC.

Definitions and Examples of Fraud, Waste, Abuse and Corruption

Fraud is defined as an intentional deception designed to obtain a benefit or advantage or to cause some benefit that is due to be denied. Fraud generally involves a willful or deliberate act or omission with the intention of obtaining an unauthorized benefit, service, property, or something of value by deception, misrepresentation, or other unethical or unlawful means. Fraudulent, unethical, and other dishonest acts may include, but are not limited to, the following:

- Misappropriation of funds, securities, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Engaging in unauthorized activities that result in a conflict of interest;
- Disclosing confidential or proprietary information to unauthorized individuals;
- Removal of agency property, records, or other assets from the premises without supervisory approval;
- Unauthorized use or destruction of agency property, records, or other agency assets;
- Taking and using information or providing the information that would lead to identity theft.
- Theft of cash or fixed assets;
- Failure to account for monies collected;
- Knowingly providing false information.

Investigation of Fraud

Upon reviewing allegations of fraudulent, unethical, or dishonest acts, if the Executive Director determines an investigation is warranted, he/she shall appoint a qualified individual or entity to investigate the reported activity after consulting with the General Counsel. In those instances where the investigation by the

Executive Director Appointee indicates potential criminal activity, the investigation shall immediately be turned over to the Florida Department of Law Enforcement and the State Attorney's Office.

7.2.4 AUDIT

The CCOC reserves the right to conduct an audit of the Contractor's records related to this Agreement and any Products or Services provided hereunder. The Contractor must retain any such records for five (5) years following Contract completion and must provide the CCOC or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion.

7.3 SUBCONTRACTING

The Contract or any portion thereof shall not be sub-contracted, except as permitted herein, or with the prior written approval of the CCOC. No sub-contract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such sub-contracting, the CCOC shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor obligations.

7.4 CONTRACT CANCELLATION

The CCOC shall have the right to cancel and terminate any contract(s), in part or whole, for any reason or for no reason, without penalty, upon notice to the Contractor. The Contractor shall not be entitled to lost profits or any further compensation not earned before cancellation.

7.5 METHOD OF PAYMENT

Compensation and payment will be made in accordance with the terms and conditions of the contract.

No travel or per diem reimbursement expenses will apply to this agreement unless expressly approved by the COCC in writing in advance. All bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the COCC's policy for travel expenses.

7.6 FINANCIAL CONSEQUENCES

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

7.7 LIQUIDATED DAMAGES

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

STATEWIDE GUARDIANSHIP DATABASE

ATTACHMENT A – DELIVERABLE COST SCHEDULE

Provide the cost of all things necessary for completion of each deliverable to perform the services described within this RFP for Statewide Guardianship Database.

Deliverable Costs

Deliverable Description	Deliverable Cost
1: Project Kick-Off Meeting	
2: Project Plan	
3: System Design Documentation & Florida Courts Technology Standards Compliance Report	
4: Requirements Traceability Matrix	
5: Solution Prototype	
6: Master Test Plan	
7: Automated System Testing and Results	
8: User Acceptance Testing	
9: Data Conversion and Migration Plans	
10: Data Conversion and Migration	
11: Implementation Plan and Deployment Checklist	
12: Training Materials and Knowledge Transfer Plan	
13: Working System and Supporting Documentation	
14: Knowledge Transfer	
15: Transition Plan	
16: Transition Completion Report	
17: Project Closure	
Total Deliverable Costs	\$

Supporting Technology, Fees, and Initial Year Costs: _____

(As described in Section 4.2.3, PRICE PROPOSAL, Respondents should include a line-item description of these costs in the response.)

Total Contract Costs: _____

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Additional Support Rate (\$/hr.): _____

*Not included in Total Costs or Cost Analysis evaluation component

Future Costs*

Cost Category	Renewal Year 1 (if applicable)	Renewal Year 2 (if applicable)	Renewal Year 3 (if applicable)
Licensing	\$	\$	\$
Operations & Maintenance	\$	\$	\$
Software/Hardware	\$	\$	\$
Other Ongoing Costs	\$	\$	\$
Total Costs	\$	\$	\$

* Not included in Total Costs or Cost Analysis evaluation component

**Authorized Representative's Signature

**Typed Name and Title of Authorized Representative

**This individual must have the authority to bind the Respondent.

ATTACHMENT B – VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Proposing Vendor Name: _____
Vendor FEIN: _____
Vendor’s Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, establishes prohibitions restricting agencies from contracting with scrutinized companies as defined therein. This includes, but is not limited to, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled “Proposing Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in any activities which are prohibited by the aforementioned Florida Statutes. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____