INVITATION TO NEGOTIATE – ITN 17-02

Clerk & Comptroller, Palm Beach County
Is seeking Replies for:

JURY MANAGEMENT SYSTEM SOFTWARE APPLICATION

Issued Date: February 13, 2017

Replies Must Be Submitted to the Following Address:

Clerk & Comptroller, Palm Beach County
Legal Department
301 N Olive Ave., 9th Floor
West Palm Beach, FL 33401

Questions may be directed to:
COC_DL-JURY-ITN-1702@mypalmbeachclerk.com

Deadline for Receipt of Reply: March 31, 2017

The purpose of this ITN is to solicit replies from qualified software vendors interested in providing comprehensive services to the Clerk & Comptroller, Palm Beach County to implement, support and maintain the Jury Management System. The Clerk & Comptroller will identify a provider to assist in offering the highest quality service at the most advantageous cost. This ITN is being issued by the Clerk & Comptroller, Palm Beach County in her capacity as Clerk of the Circuit Court. Reference to the "Clerk" will encompass all functions.

All information submitted in response to this ITN is subject to the public records law in Chapter 119, Florida Statutes. Any material that a provider believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

1.1   Issuing Office

This Invitation to Negotiate (ITN) No. 17-02 is issued by the Office of the Clerk & Comptroller, Palm Beach County, hereinafter referred to as "Clerk". The Clerk is an independent Constitutional Officer elected pursuant to Article V of the Florida Constitution. All communications to the Clerk regarding this ITN must be done through the Clerk's Office via email. See Section 1.16, entitled Contact Person. All vendors interested in responding to this ITN are required to provide a current email address to the Project Director/Manager as set forth in Section 1.16. All Clerk information regarding this ITN will be posted on the Clerk's project website at *http://www.mypalmbeachclerk.com/Jury-ITN*
Vendors are advised and instructed that they are responsible for, and deemed to have knowledge of, all information posted on the website.

Any person or business organization that submits a response to this ITN will be referred to as a *vendor*. A response to this ITN will be referred to as a *reply*.

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

A. The Clerk reserves the right to accept, reject in whole or in part, any and all offers or replies, to waive formalities or minor irregularities, to negotiate final costs and terms, and to accept or negotiate offers that are determined to be most advantageous to the Clerk, in the Clerk's sole discretion.

B. This ITN process is for the benefit of the Clerk only and is intended to provide the Clerk with competitive information to assist in selection. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the Clerk's discretion and made to favor the Clerk.

C. All materials submitted in response to this ITN become the property of the Clerk and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

D. The Clerk reserves the right to negotiate with selected vendor(s) according to the process and procedures outlined herein and to unilaterally determine that negotiations are successful or unsuccessful, until the Clerk rejects all offers or replies and terminates the process, or until the Clerk negotiates successfully with a selected vendor and a contract is executed.

E. No Proposer shall have ANY rights against the Clerk arising from or as a result of submission of a Proposal or as a result of or arising from being selected as a Proposer for further consideration.

F. The Clerk **DOES NOT INTEND** to be bound by the terms of any Proposal or negotiation.

G. The Clerk **DOES NOT INTEND** that a contract be formed as a result of a Proposal or as a result of a Proposer being selected for negotiation.

H. No Contract shall be formed until there is a signed Contract executed by the Clerk detailing the terms and conditions of the completed negotiations.

I. The Clerk's decisions are final, and all Proposers to this ITN agree to be bound by the Clerk's decisions.

J. **A vendor waives and relinquishes any claim, cause, action or suit against the Clerk, Palm Beach County, the Palm Beach County Board of County Commissioners, and all of the agents, employees, and elected officials of the Clerk and Palm Beach County, arising out of the administration, evaluation, scoring, selection, or negotiation of the ITN.**

1.2   Background on Palm Beach County

Palm Beach County is Florida's largest county in area, third in population, and ninth in density.   Growth has been the major influencing factor in the last several years. Population has increased approximately 2% annually since 1990, compared to double and triple that rate in the 1980's.   In 2016, Palm Beach County, Florida had a total population of 1.4 million and slight growth is expected over the next several years.

1.3   Functions of Clerk's Office

As the third largest of the 67 Clerk's offices in Florida, the Clerk serves a local population of over 1.4 million citizens. The Clerk's 700+ employees perform more than 1,000 different functions and provide services from several locations and on the internet at www.mypalmbeachclerk.com.   The Florida Constitution establishes the Clerk & Comptroller as a public trustee, directly elected by the public to serve these major functions:

1. as the county's Chief Financial Officer and auditor,
2. as the County Recorder and custodian of legal records,
3. as the Clerk of the Circuit Court, the service and support center for the county's court system, and
4. as the Clerk to the Board of County Commissioners.

As the county's Chief Financial Officer, the Clerk is the official "watchdog" of all county funds. In this function, the Clerk provides the necessary "checks and balances" on the county's budget, revenue, and spending. The Clerk also invests and earns revenue on county funds to reduce the tax burden on the citizens of Palm Beach County. The county's investment portfolio is more than $1.5 billion. The Clerk's responsible administration of this function has made Palm Beach County one of only a handful of counties nationwide to earn an AAA bond rating.

As the County Recorder, the Clerk maintains and ensures the integrity of the Official Record Books of Palm Beach County dating back to 1909. Documents such as mortgages, deeds, liens, judgments, and marriage licenses are recorded and entered into a computer system that is available to the public.

As the Clerk of the Circuit Court, the Clerk supports all of Palm Beach County's criminal, civil, and juvenile courts by processing, recording, and filing case documents such as civil lawsuits, criminal and civil traffic violations, domestic agreements, probate and guardianship, child support agreements, domestic violence petitions, felonies, misdemeanors, real property and tenant evictions. The Clerk is responsible for safeguarding and protecting the integrity of all court records. The Clerk is also responsible for processing and payment of jurors and witnesses.

As the Clerk to the Palm Beach County Board of County Commissioners, the Clerk provides services to the Board such as preparing, maintaining, and making accessible the records of Palm Beach County Commission meetings and other government meetings. The Clerk also administers the Value Adjustment Board process.

1.4   Project Background

The Clerk seeks to update its current Jury Management System (JMS) with an improved technology that is based on industry-recognized best business practices that will increase operational efficiency and improve constituent (jurors, attorneys, litigants and members of the public) satisfaction. The Clerk's mission is to protect, preserve and maintain the public Juror records in accordance with the directive of the 15th Judicial Circuit.   The Clerk is responsible for maintaining the records of the Jury Management System and employs a trained and qualified staff to carry out the many duties associated with this responsibility.

The Clerk's current Jury Management System is Juror for Windows by Xerox.

1.5   Purpose of the ITN

The objective for this ITN is to select a vendor to assist the Clerk's Functional Users in fully leveraging enhancements and operational efficiencies in centralizing jury operations, eliminating paper through the use of online questionnaires, automated mailing, email notices, automated jury panel selections and automated jury management reports.

The vendor will provide a detailed description or their technology, software and capabilities which will be used to provide the desired service and will include the security and associated operational procedures. In addition, the vendor will provide hardware and system integration details necessary to execute all facets of the Jury solution, dedicated on-site implementation services, functional user training and ongoing support and maintenance.

Clerk desires to have the option to either purchase the Jury Management System with extended support and maintenance or enter into a lease agreement which would include support and maintenance.

Clerk requires contract to include a liquidated damage clause in the event vendor fails to timely deliver licensed software and for failure to timely and successfully implement the solution.

Vendor on-site personnel must be subject matter experts for each module and or functional component relative to JMS applications.

The Clerk is seeking replies from qualified vendors with proven success in JMS implementations.   A qualified vendor is one with an application that has been successfully utilized in an organization of similar size and make-up of the Clerk's office.

This ITN includes the necessary consulting services needed to install, enhance and implement the JMS application package. Expected services include, but not limited to, project administration, software installation, system configuration, conversion of data stored in the Jurors for Windows system, system and parallel testing, and training of Clerk personnel.

1.6 Minimum Qualifications

The minimum qualifications for a Jury Management System software and implementation partner are:

- A qualified vendor is one that has successfully installed their jury system into a production environment in organizations of comparable size and under comparable situations as those existing in Palm Beach County; or within a Florida Clerk's office of comparable size.

- The vendor must be able to provide experienced consultants in both implementation and operation.

- The vendor's cost reply shall be for a **milestone and deliverables-based fixed price solution**. Proposers should complete and submit the Appendix B - Cost Reply page. <u>Proposers that do not detail specific costs on the forms provided in Appendix B will be considered non-responsive</u>.

- Vendor must provide a purchase option and/or leasing option for software licensing, maintenance and implementation services annually or over an extended period of time.

- Vendor must have the ability to offer effective solutions if the base product provided by vendor does not adequately address the requirements and specifications of the Clerk as noted in section 1.8.

- Vendor must provide a Performance Bond.

- Can provide full systems integration and data exchange services for current Clerk software.

- Is highly qualified and experienced in the technical aspects of the Jury Management System.

- Will provide continuity of Clerk-approved consultants throughout the duration of the project.

- Can develop and deliver Clerk-specific end-user training and documentation.

- Understands and demonstrates the need to complete the implementation process within time and budget constraints.

- Works well with other 3rd party providers (e.g., software vendors, hardware vendors, and consultants).

- Any vendor not meeting the minimum qualifications as stated herein will be disqualified.

1.7   Scope of Work/Services

The Clerk intends to establish a dedicated cross-functional team to support this project. The project team will represent applicable functions and areas throughout the Clerk's office.

The ITN scope of services includes the following:

The following commodities and services are included in the scope of this ITN:

- Legal Compliance
- Information Technology
    - Administration and system security
    - Customer Support
    - Database Design
    - Documentation
    - Infrastructure Support
    - Online Help including User Defined
    - Usability
    - User Tables
    - Web Support
    - Image and Data File Export
    - Performance Reliability

1. System must be certified by the Office of State Courts Administrator (OSCA) prior to implementation to production.
2. System must be approved by the Chief Judge of the 15th Judicial Circuit.
3. System must comply with all statutory requirements. Changes to State Statutes or Administrative Orders that directly impact the functionality of the system or requirements placed on the Jury office shall be incorporated into the maintenance agreement. Any costs for those changes will be covered by any maintenance charged and do not result in additional charges to the Clerk's office.
4. System must be fully interoperable with other systems and software maintained by the Clerk.
5. System must be fully interoperable with other systems and software indicated in its documentation or which would commonly be used by persons in accessing the System from remote locations.

6. System must comply with all OSCA requirements found within the OSCA Jury Management Manual (see Attachment 4 for Guidelines for Submission and Checklist Criteria: Juror Pool Selection Plans).

7. Software Licensing Cost
   - Provide details of lease option and/or one-time software licensing fees for the purchase of a perpetual license for unlimited concurrent users to enable the functionality detailed within the Functionality Checklist. (Appendix E)

8. Software Support and Maintenance Cost for the term of the agreement, plus a transition period
   - Provide details of support and any annual increases in maintenance fees along with replies for deferral of support and maintenance.
   - Provide details of vendor plans to support future Florida statues which may require software modifications

9. Vendor to provide on-going project management throughout system implementation to keep project on schedule, that all contracted functionality is fully functional, and that sufficient end user training has been completed as defined by an approved project plan.

10. Follow Clerk agreed-upon Change Management and Issue Management processes.

11. Configure system application security for appropriate access by user roles.

12. Provide encrypted communications between client and server software. Software should use a limited number of clearly-defined TCP ports to facilitate communication through firewalls.

13. Configure system functionality/software to enable data to be entered and edited only once and at its source. Edits should be tracked and auditable.

14. Ensure secure Internet access to Clerk and County business systems and connectivity via applicable firewalls.

15. Enhance application code to comply with Florida Statutes and local ordinances in effect at go-live.

16. Conduct all phases of software testing to ensure delivery of a fully functioning system including, but not limited to, unit, system, integration, stress, and parallel testing.

17. Fully and accurately convert the Juror for Windows data in existing Jury Management system to the new system, create/develop such conversion processes, software programming, and/or reports required to ensure delivery of a fully functioning system.

18. Create and deliver end-user training documentation that is satisfactory to the Clerk and consistent with the functionalities developed in the Clerk's

environment and easily understood by the end users, no later than the beginning of the end user training phase of the project.

19. Deliver complete and robust procedural user manuals for use by Clerk functional staff.

20. Deliver complete and robust system administration and support documentation for use by the Clerk's IT staff.

21. Conduct disaster recovery planning, develop and deliver disaster recovery documentation, and successfully conduct testing of system failover to the disaster recovery site.

22. Provide on-site subject matter experts (SME's) to assist and support Functional users during the first pass UAT/ST period. Vendor SME's will work with Functional users as they conduct case/scenario and comprehensive script testing to ensure all areas of the application are functioning as expected. Vendor SME's will provide assistance with navigation and or process differences and be able to answer questions Functional Users may have during this testing.

23. Deliver all requirements and specifications identified in the Functional Checklist (Appendix E).

24. Transfer technical and functional knowledge via training sessions and thorough documentation methods, to allow Clerk functional staff to support and maintain these systems on an on-going basis.

Vendor is to respond to all functional requirements listed in Section 1.8 using the Functionality Checklist (Appendix E). Responses must indicate whether the solution offered meets required functionality to assist the Clerk in determining the adequacy of vendor's response. The **Functionality Checklist is located on the Clerk's Website** *http://www.mypalmbeachclerk.com/Jury-ITN*

1.8   Jury Solution Functional Requirements

Jury Management System

- Pre-populate screen fields with data already in the system to the maximum extent possible to minimize redundant data entry. (Name, Juror ID, Case Number, etc.).
- Provide ability to handle multiple day trials.
- Support Grand Jury proceedings, in which for example, jurors may report one day a month for 18 months.
- Support the use of the same pool of jurors for Common Pleas (Criminal and Civil Cases), Special Common pleas (user-defined), and

Grand Juries (State, Clerk, user-defined).
- Provide on-line help, prompts, and documentation to assist system users and administrators.
- Accept and process juror source lists in the format provided by the State.
- Track the juror from the time of summons through completion of their jury service.
- Allow the courts to request their jury panel though a Jury service calendar that is managed by the Clerk's Jury team
- Pre-populate screen fields in the system from data entered by Summoned Juror from online form submittal.

Process Group of Jurors
- Maintain and display juror information and histories.
- Process and manage pre-service jurors.
- Record basic case information and form jury panels and shuffles when needed.
- Process both general and trial specific questionnaires.
- Produce summons both for general jury call and direct summons to a specific court.
- Provide the ability to scan a driver's license if the juror does not have their summons for check-in.
- Record in-service jurors.
- The ability to create seating charts for jury panels that have the capability to be reconfigured to meet the needs of the Judiciary and the Clerk's office. The seating chart must be able to maintain the current seating order of jurors once the seating chart has been created or modified, and carry forward the seating order to any future configurations requested by the Judge

Compute and Maintain Juror Costs
- Capture juror related statistics and produce jury management reports.
- Produce notices including the ability to accommodate formats of outside letter vendors as well as the ability to print to local and networked printers in the Clerk.
- Provide ability to produce bar-coded summons reply letters, and use bar coding to record that the summoned juror responded.
- Provide documentation on random generation process at all levels of the juror selection process.
- Manage system/court and juror user security.

- Provide automatic customizable payroll processing and reporting, including IRS Form 1099 reporting.

Interface with External Systems
- Provide data conversion from the existing system, including a full and/or partial load from an external database, as determined by the Clerk.
- Provide the Clerk IT staff with system administration capabilities.
- The software must include the capability to electronically interface with the Driver's Lists
- Data provided by the Florida Department of Highway Safety and Motor Vehicles.
- Customization capability in areas such as front-end, web-based platforms and other system development capabilities.
- Ability to accommodate browser-based functionalities that are operating system independent.
- Capability to notify jurors by use of mobile devices for contact.

Jury Summons Post Summons Functionalities
- Support a one-step summons/questionnaire mail-out.
- Assign a unique number to identify each record housed in the Jury Wheel and used throughout the system. This number is referred to as the Juror ID Number. The system shall also provide the ability to search for individual records by the Juror ID Number, juror name or another juror reference, such as Driver License number or birth date. This number shall not be a duplicate of previous Juror ID numbers used.
- Randomly select potential jurors for summonsing individually or in Court user-defined groups from the Jury Wheel and provide an automated interface to produce exportable summons files for a bulk mail processor, as well as the ability to print in house to network printers or Adobe PDF files. This process shall include the ability to select potential jurors automatically from specified zip areas. The fields to be included in this file and their placement order shall be setup to provide interface with the Clerk's bulk mailing processes. The system shall allow staff to manually add any individual record in the Jury Wheel to an existing pool.
- Ability to provide export files (.txt, .xml, .csv, Excel, Word, .pdf and/or Access database).

- Record prospective jurors 'service availability from their responses to their questionnaires regarding any disqualifications, exemptions, and biographical and demographic information that is relevant to service of a juror.
- Ability for a user to review and change a summoned juror record. Where the participant is to be excused, disqualified, or postponed, the user shall be able to specify a reason for the excuse, disqualification, or postponement. The reason, date, time and authorized user who granted the excuse, disqualification, or postponement shall be automatically added to the juror history.
- Include functions for excusing, disqualifying and postponing service of a juror. In the case of a jury service postponement, the user shall be able to select a date from available dates within a defined range (i.e. from the next available day of service not to exceed six months). This function shall be integrated with the IVR/IWR Systems. All juror transactions that involve excusing, disqualifying, postponing or re-summonsing will allow the user the option to automatically generate a confirmation notice to the prospective juror by selecting a method of notification (e.g. telephone, email, text messaging, or postcard). The system shall have the ability to create download files used to generate mailed notifications and provide an automated interface with bulk mailing processes.
- Ensure that any juror who has postponed their jury services, at the time a new jury pool is created, are selected before additional prospective jurors are randomly selected from the Jury Wheel. Jurors postponed from one summons period to the next shall be automatically included in the electronic file used for generating summons.
- Provide a mechanism to read the bar code on the juror affidavit questionnaire and jury summons and locate and update the prospective juror's record. In order to speed the Juror check-in process, the system shall take advantage of OCR or Bar Code capability to recognize the Juror ID Number.
- Attendance reporting (summoned, undelivered, exempt, disqualified, rescheduled, reported, no-shows), at the detail and summary levels shall be supported. All reports shall be viewable online, user definable, and created using real-time data.
- Maintain in the juror's record the juror's biographical and demographic information as required as well as status, court assignment, voir dire information, report date(s),postponements, Juror

ID number, telephone numbers (home, work, cell), email addresses, juror payments or donations, failure to appear, non-response, days served and additional items related to their service including next attendance date, call-in or report indicator, status, case number, regular or special pool indicator, check-in and check-out times, postponement dates, a free form notes entry scroll box, number of attendances, number of times postponed, and number of times non-response or failure to appear (FTA).

- Track and automatically record each step of the juror's service history beginning with summonsing through payment. The history shall continue through his/her lifetime and be accessible by the person's name, status, report date or Juror ID Number. The history shall also reflect if the person was disqualified, excused, or postponed and reason. All history documentation shall include the authorized user who performed each transaction.

- Ability to archive, reactivate and delete entire pools as well as maintain juror history.

- Filtering of names and addresses using the National Change of Address (NCOA) filtering services and death verification database(s), and the U.S. Postal approved Address Correction Services. Address changes shall be downloaded into the JMS system.

- Capability for imaging, editing and recording information from the returned juror questionnaires. This information includes, but will not be limited to, hand printed address, occupation information, telephone numbers and check-box information. The Vendor will assist the Clerk or Court in developing the questionnaire forms and will develop the system to incorporate the information into the juror database.

- Using bar code technology, the ability to scan a returned summons (address undeliverable) to update Jury Wheel records shall be provided. Bar codes shall be viewable without having to open the envelope (i.e. through the envelope window).

- If a summons is returned claiming to be exempt or disqualified, the capability to scan (i.e. Optical Mark Recognition) for marked exemptions / disqualifications shall be provided.

- If a prospective juror requests a postponement via the web, the system shall support the sending of E-mail (MS Outlook) or text messaging reminders concerning upcoming service. All email or text communications with prospective jurors shall be documented in the JMS system.

- Currently, summoned citizens shall complete the Juror Questionnaire

provided as part of the summons. The system shall support gathering this information via mail or web response prior to the actual appearance for jury service.

- Ability to pre-sort and verify summons by zip code, to ensure that mail is sorted in manner in order to obtain the lowest possible First Class (1st) bulk postal rate.
- Allow the system administrator to set the means and parameters of handling no response and failure to appear (FTA) records to include generating notifications and/or deferring the record to a new date. The system shall automatically flag the juror's record if no response has been made to the summons prior to the report or call-in date or the juror fails to appear. The system shall track the number of no responses and FTAs for each juror record.
- Ability to allow users to develop and issue juror surveys and exit questionnaires.
- Ability to insert driving directions within the summons.

Juror Attendance Functionalities

- Provide for processing attendance information from scanned badges when a prospective juror arrives by posting date and time information in their attendance record. The system shall also make provisions to ensure that the prospective jurors being scanned in are reporting on the date they are expected. If the arriving prospective juror is not expected on that date or in that location, the system shall allow the user to add the juror to the pool. The system shall be able to accept information simultaneously from all users at a rate sufficient to record all daily attendances.
- Provide functionality to assign jurors to panels of any size (up to 999) either by a process of random selection or by group (in the case of Grand Jury) and track the panel members to and from the courtroom.
- For each court location, the system shall provide the ability to list and graphically display the number of individuals and groups scheduled to appear, the number actually checked-in, the number currently checked out of the jury room, the number presently in courtrooms, the total number of prospective jurors currently available for selection on a voir dire panel and the total number of prospective jurors in the jury room that have not yet been selected to serve on a panel.
- Provide for displaying a list and total number of all potential jurors scheduled to appear or who are on-call for a given appearance day.

From this list, staff shall be able to identify the number of jurors available to report. Additionally, the system shall allow individuals to be moved from on-call to reporting status and interface with the IVR/IWR systems to notify participants of his/her jury status by telephone, email or text messaging.

- Provide for returning a juror to the pool or completing their service by scanning the Juror ID Number on their bar-coded badge. The system shall allow staff to dismiss jurors by groups or individually from the pool to complete his/her service.

- Provide for processing a juror who arrives on the wrong date or to the wrong court by reassigning the prospective juror to the current location and date or by reassigning the prospective juror to another future date. Similar functions shall be provided for excused or postponed jurors attempting to report or for jurors who did not return questionnaires.

- Provide for updating or correcting a person's name and address. This update shall be recorded in the juror's history record indicating previous name or address information.

- Allow potential jurors the ability to select a date of service using an online scheduler, as long as the date selected does not already have a panel created.

- Provide for printing a new barcode summons or badge form for a juror who fails to bring in their summons or badge.

- Provide the ability to print a verification letter of jury attendance for the juror to provide to his/her employer or for his/her records. The capability shall also be provided for the juror to print on line.

- The Juror's ID Number and Juror Name shall be printed on the badge and an ion of the barcoded veers Juror ID Number and Juror Name shall be printed on the badge as well.

- Provide for reassigning a group or an individual to another court location.

- Juror must not be able to reschedule their jury service within 30 days of the original summonses date.

Case Management Functionalities
- As the case proceeds, update the start and end dates and juror dispositions including seated, alternate, stipulated, peremptorily challenged (prosecution or defense, plaintiff or defendant), not reached and sworn.

- Daily attendance of jurors assigned to a case.
- Shall provide for generating/printing a suite of reports and data entry sheets for courtrooms to use during the jury selection process. The forms shall be viewable, accept online entries, be properly titled, and be printable. The initial panel reports shall include an alphabetical list (attorney's list), random list for selection (judge's list), voir dire list, panel cover sheet and seating plan and allow the user to check off attendance and status (juror, alternate juror, not reached, excused, peremptory, for cause, stipulated by party, etc.) for entry into the jury system. The seating plan shall be customizable to each court's seating layout (seats per row and rows shall be configurable) and provide for alternate jurors as well as for capital murder voir dire.
- Allow prospective jurors who have not yet been sent to a courtroom to be sent first and prohibit returning jurors from being sent back to the same case.
- Ability to allow staff to redirect a juror or a panel to other cases, to return panels to the pool, to cancel a case/panel (with reason code) or to dismiss panels (complete his/her service).
- The system will prevent jurors being assigned to panels at the same time.
- Scan all jury questionnaires (two sided) returned by prospective jurors as an image document.
- Provide the ability to print a summons without having to use the entire questionnaire/summons form in cases where the juror reschedules.
- Cases planned to start on given days during a designated time frame and the expected number of prospective jurors required. Specific data that is to be provided in the JMS system's case history shall include, case type, case number, description, number of report copies, charge type, Judge's name, courtroom, jurisdiction, start date, duration, cancel reason, jurors requested, date panel sent.
- A list of all active trial courtrooms and the status of activities. (voir dire, panels presently in courtrooms, trail start and end dates)
- Allow the typing of capital letters in every field in the system.
- A history of each case: groups sent, jurors attending, number empaneled, date of sequestration, dates of deliberation, attributed to the case by day.
- Ability to send summons directly to the Justice of the Peace offices.

Jury Service Calendar

- Allow a user to create the jury calendar — allowing them to schedule normal jury service days and block out non-jury days (e.g. holidays, non-jury weeks, etc.).
- The calendar shall be available in report form so that it can be e-mailed to the various courts or available for display on the webpage.
- The calendar function shall support the differing schedules of multiple jury locations.
- The calendar will play an integral part in allowing postponements to be accepted via phone and website. It shall integrate or use MS Outlook calendar features.
- The software shall have the capability for the courts to request their jury panels though a Jury service calendar that is managed by the Clerk's Jury team.
- The system will automatically block all federal holidays from being scheduled for Jury service.

Juror Room Processing

- The system shall support automated juror check-in. Wireless scan gun or tablets devices shall ease the check-in process.
- Ability to scan the questionnaires and store them by Juror ID Number, name, or seating order.
- OCR or Bar Code technology shall be utilized to recognize the Juror ID Number and index the Juror Questionnaire accordingly.
- The voter registration certificate number and/or driver's license number shall be included with the bar code as well.
- Use the OCR / Bar Code to automatically capture attendance. Lists of attendees, no-shows, and those individuals selected for panels, etc. shall be available for user reporting.
- The system shall enable the user to pull a jury panel from the juror list and print / display (online) an ordered copy of the Juror Questionnaire.
- The system shall support the ability to shuffle the juror panel based on a request from the judge. There shall be no limit to the number of times a juror panel can be shuffled, but shall be able to be configurable by the systems administrator.
- The capability to scan for marked exemptions / disqualifications shall be provided.
- Attendance reporting (summoned, undelivered, exempt, disqualified, rescheduled, reported, no-shows), at the detail and summary levels

shall be supported. These reports shall be viewable online, user definable, and created in real time.

- The system shall be capable of printing letters upon request. Requesting the letter shall be simplified using the bar coded summons or juror badge.
- While performing multiple functions on a specific juror file, the system shall allow the user to open other functions in the system without saving/closing the specific juror maintenance screen.
- The system shall provide an audible/visible alarm when a juror appears on their summons date, but has already been disqualified, excused, or deferred. The user shall be able to remove the status if needed.
- The system shall provide the capability to re-assign jurors who appear on a day other than the date they were originally summoned for.
- The system shall provide the capability to create panels, judge's lists, bio-forms, and random lists to be automatically created in PDF files that can be printed or emailed to the courts. The system shall provide the capability to print a judge's list once it's created.
- The system shall provide the ability to reprint a judge's list after the event is archived.
- The system shall allow for the changing of juror information after the juror has been paid.
- The system shall be able to permanently disqualify jurors who claim deceased, over 70 years of age upon request, or non-resident after confirmation.
- When manually re-assigning a juror to another juror pool the system shall timestamp the date/time of the transaction and record the user who completed the transaction.
- The system shall allow non-response letters or FTA letters to be re-printed in case there is a printer problem with printing out the letter.
- The system shall provide for adding additional documentation to denied letters as well as creating new letters within the system.
- When creating non-response letter or FTA letter, the system shall automatically re-assign jurors to a new pool and include the date and time (e.g. 8:30 am) from that pool.
- The system shall allow for the creation of an excusal letter.
- The central jury room currently has the capability to project onto two large screens video/DVD and power point displays, as well as cable TV. The system shall have the capability to project the names of jurors assigned to a specific panel. As juror names are called, their names will

be displayed on the screens so that they can see where they have been assigned.

- The system shall not return unused jurors to the general pool in case we have to correct dates of attendance or pay.

Jury Wheel Processing

- The system will allow the Jury Wheel to be refreshed when the juror name pool is exhausted, or when the state agency issues an updated Jury Wheel. This update occurs monthly.
- A flexible data interface shall be available to accept Jury Wheel data as provided by the State.
- The system's Jury Wheel process shall support more than 600,000 prospective jurors.
- A report detailing the individual records of the wheel shall be provided.
- The system shall provide user requested Summary Reports of the Jury Wheel.

Jury Payment/Accounting

- The system shall support juror payment processing and the appropriate bookkeeping and audit functions.
- The system shall print the juror payment checks, create a positive pay file to be sent electronically to the bank, accept a file from the bank of paid checks to complete the bank reconciliation and produce a list of outstanding checks.
- The system shall create a journal entry file to post the disbursement activity to the Clerk's financial system (PeopleSoft).
- The system shall support standard payment recording and tracking, regardless of the disbursement processes used by the Clerk.
- The system will need to be able to process transactions to void/reissue or void the payment without reissue and will need to update juror record in system for these types of transactions.
- The system will be required to provide a pay rate that can be varied for multi-day service. The pay rate shall be configurable by the JMS Administrator.
- An option to donate jury pay shall be provided with the ability to update agencies as needed. A juror may donate all or a specific amount each day of jury service. A register of donated jury pay shall be created detailing each donated amount and providing totals, including rate changes, multiday service, name and amount designated for each non-

profit, and jurors name.

- Donated amounts by jurors to an agency designated by the Clerk will be done at time of reporting or prior to end of service and must be consolidated in the system to allow for one check to be disbursed to the selected agency.
- The system shall have the flexibility to implement legislative changes regarding the payment of jurors.
- Allow juror record payment adjustments. All adjustments shall be recorded in the juror's history.
- Ability to include payments for grand jurors.
- The check issuance process for grand jurors shall be the same as for other jurors.
- The system shall have controls to ensure that a juror is not allowed to be paid for jury service on more than one case at a time. It shall also ensure that jurors cannot receive duplicate payments for any given payment date.
- Include all jury payroll components required by the Clerk, including the creation of a Jury Payroll Extract file.
- Include the ability to run payrolls, which can be run based on a specific date or date range designated by Clerk staff.
- The supplemental payroll runs may require the ability to make payroll adjustments or requests which would be added to a juror's history as part of an audit trail.
- Ability for the Clerk to configure a maximum juror payment fee cap for a given time period. For example, the maximum amount allowed may be $300 per pay period.
- Ability to run a supplemental payroll at any time (currently can only be done between weekly payroll runs).
- Must not be able to duplicate a payroll previously processed for a date or date range without appropriate permissions.
- Approvals to process payroll should be maintained in system. The first level of approval would need to be completed before the manager approval.
- The file of juror payments would not be available for processing until the manager approval is applied in the system.
- The system will need to track total juror payments based on the amount paid per day for the quarterly report to state agency.
- The system will need to track Petit Juror payments separately from Grand Juror payments.

- Allow the payment of jury pay to Grand Jurors who are not selected from the Jury Wheel (manual entry of jurors that bypass the Jury Wheel).
- Juror Payroll Requirements – Manual - A Jury system the Clerk user may select one or more qualified jurors for manual check payment that shall also produce an extract file.

Payroll Reports
- Audit Logs / User Reports – the system shall generate a log or audit report reflecting all users of the system who conduct payment activities in the JMS. The report shall detail the employee's name, the payment activity recorded, as well as identify any payment adjustments or overrides performed in the JMS by the employee. The adjusted juror's record/identifier and date of transaction shall also be included.
- Provide an error or exception report for any juror payroll record that exceeds the maximum amount designated.
- Provide jury payroll reports that interface with the Jury Extract File for reconciliation. The reports shall be in a format accepted by the Clerk and JMS system and may be configurable and customizable by the user. They shall also be exportable in specified formats (e.g. Word, Microsoft SQL Reporting Services, Excel, and PDF) and can be saved on a local or network drive. The reports shall reflect correct amounts per Clerk business rules for juror payments.
- Produce the following report: Summary Report–summarizes jury payroll. This report shall be configurable to accept any range of payment dates it shall also validate the Jury Payroll Extract file generated at any given time.
- Produce the following report: Detailed Report – reflects each juror's payroll record. This report shall be configurable to accept any range of payment dates. It shall also validate any Jury Payroll Extract file generated at any given time.

Reporting Requirements
- Provide the capability for customized reports via report generating tools such as Microsoft SQL Reporting Services. Provide real time and historical reporting tools.
- Provide management information and reporting to allow the Clerk to manage the overall jury system in terms of estimating juror needs from source lists.

- Provide management information and reporting to allow the Clerk to manage the overall jury system in terms of estimating juror needs on a quarterly, monthly, weekly, and daily basis.
- Provide the Clerk information about juror usage.
- Provide the Court information for budgeting purposes.
- Assist the Clerk in defending a jury challenge.
- Provide data to establish workload requirements that drive staffing needs and allocation.
- Provide data establishing historical experience regarding exemptions, excusing, postponing, etc.
- Provide data for performance and outcome measures, such as jury yields, days of service, etc.
- Allow all reports and logs to be printed to local and network printers
- Reporting options (e.g. sorting, inclusion/exclusion, etc.) shall be user configurable and easy to change from one report request to the next. Microsoft SQL Reporting Services
- The system shall provide capability to select multiple courts to run statistical reports.
- Allow for the creation of Disqualification Reports to be sent electronically to the Election's Department.
- Allow for the creation of a 'Non-Citizen' report based on Government Code requirements.
- Provide for separate 'Excuse' and 'Disqualification' lists.
- Track jury panels that 'bust' (the court needed more jurors to select from).
- The JMS must have reporting capabilities and data fields consistent with National Center for State Court performance measures for juries.
- The JMS must have reporting capabilities and data fields consistent with requirements for reporting to state agencies including, but not limited to reports deemed necessary by the Clerk's Jury Office.
    - Jury Management Report
    - Undeliverable Report
    - Non-Citizen Report
    - Change of Address Report
    - Felon Report
    - Failure to Appear Report
    - Juror Performance Report
    - Death Utility
    - Quarterly Juror Payment Report
- Allow user to "Print Preview" a report compiled with real-time data

with an option to send to either a local or networked printer.

- Allow reports, using real time data, to run ad hoc or in a scheduled or batch mode after hours as needed.
- Provide ability to export report data to Excel spreadsheet, PDF, text pad, and other file options.
- Provide a mechanism or software such as Microsoft SQL Reporting Services, for creation of specified reports with appropriate security.
- The system shall provide statistical reports in Microsoft SQL Reporting Services or MS Excel format. Data shall be displayed on the reports in numbers and as well as percentages.
- The system shall provide a report of those who appeared, but did not respond to the Jury Questionnaire.
- The system shall provide an activity report for each jury room clerk indicating the number of jurors assisted.
- The system shall generate a report summarizing the amount of juror donations that may be provided to the agency.

Mobile Tablet/Device Functionality/Integration with JMS

- Juror may check-in using a mobile tablet/device which will interface with a printer and will print a ticket/badge after a successful check-in.
- While a juror is checking in, the system shall confirm the juror's name, driver's license, date of birth, and address for accuracy.

Jury Interactive Web Response (IWR)

- Require the juror to log in using a juror identification number and a unique identifier, such as name, date of birth, or driver's license number.
- Require the juror to enter or modify certain biographical information requested on the Juror Questionnaire. The juror shall not be able to modify birthdate or driver's license numbers.
- Provide the user a means of viewing, saving and printing juror requests received via the web application for processing.
- Provide a security feature that automatically logs off a juror after a designated time of inactivity.
- Provide the juror the option to submit requests for excuse and disqualification of his/her jury service and provide an electronic means of reviewing these requests. The application shall update the JMS for certain excuse types and provide the ability to notify the juror, by email or text message, that his/her request was received and whether

the user has approved (or denied) the juror's request.
- Cap the reschedules to a maximum of 200 Jurors per day.
- The system will automatically block all federal holidays from being scheduled for Jury service.

Web Based Functionalities
- Capability to allow the juror to reschedule their jury service within specific postponement guidelines established by the Clerk. The application shall verify the juror's eligibility for postponement according to the juror's original summons date available in the JMS database. If the juror is not eligible for postponement, a message will notify juror. If the juror is eligible for a postponement, the system shall provide the juror with a date range and option to enter a selected date. The system will update juror's record in the JMS database with the selected date and generate notification according to set parameters within the JMS.
- Provide the juror with specific information regarding their jury service to include type, location, date, time, and other pertinent jury service information. The application will also indicate the juror's status regarding a previously submitted request.
- Ability to provide links to Jury Web page information on the Court's Website depending on assigned court location. The application shall also provide links to informational Websites including the Clerk's website and a Jury Services contact email and interactive maps.
- Web capability to provide information and allow summoned jurors to postpone service, file an exemption, and provide reasons for disqualification shall be provided 24x7x365 in a secure web site.
- Allow for the web based completion of the Juror Questionnaire.
- Provide for an extract file to be created for all Jury checks issued in the system. This file can then be sent to the Clerk's financial system for processing.
- Properly index key search fields so search times are minimal.
- Provide Help screens with easy to navigate table of contents, index, and field specific references (help for the field the cursor is currently on).
- The system will be able to alert a juror of their status by email and/or text message. If alerting jurors by text message is proposed, the vendor must explain the process (pathway) of how the juror will receive the text message.

- Provide an integrated Telephone Voice Response System.
- Auto-confirm availability after the online questionnaire is completed by the juror.
- Provide for the ability to modify or add content to the Help screens.
- Provide a general utility or process for the import of data into the system that allows for scripted execution and goes through error checks in the same manner as screen data entry.
- Allow remote access to the system with the same user privileges and roles as in the local workstation environment.
- Provide an ability to produce a random Voir Dire List of jurors to be screened for a trial that lists a seat number for each juror.

1.9   Technical Requirements

- System must be approved within the State of Florida by the Florida Supreme Court and pass all certification requirements.
- Support at least 200,000 summonses per year.
- Provide Redundancy to protect against hardware or software failure.
- Provide access to its features via API calls or web services.
- Support Internet Explorer 11+, Google Chrome, Mozilla Firefox and Apple Safari web browsers.
- Provide security for web traffic with SSL/TLS.
- Provide the Clerk with system administration tools to define and setup different security levels (e.g. inquiry, update, etc.) based on the user's job role.
- Server environment must:
  - Run on Windows Server 2008 R2 or newer
  - Support the use of SAN storage
  - Support the Dell PowerEdge line of server hardware
  - Support the use of enterprise systems backup software
  - Support unattended software updates, such as operating system security patches
  - Support the use of Microsoft Active Directory
  - Support virtualization platforms
  - Not require hardware-based software licensing devices or software licensing bound to hardware serial/machine IDs
- Operate on Windows 7 and all future versions of the Windows operating system for the life of the contract.
- Certified to operate in a VMware environment.
- Provide for a software and hardware setup in a production

environment as well as provide replicated development and testing and quality assurance environments that mirror the production environment.

- Provide a system capable of large scale data conversion from the Clerk's current Jury system to the system.
- Provide the ability to accurately and completely convert/ import historical data from other jury systems.
- Export data accurately and completely to external applications (.txt, .xml, .csv, Excel, Word, and .pdf formats).
- Provide canned standard reports as well as user-defined and generated customized, ad hoc reports using mainstream report generation software tools such as Microsoft SQL Reporting Services.
- Provide development software tools that can be used to extract data from the database for reporting purposes.
- Provide the ability to allow the Clerk's IT Department to write queries against the system's database to generate ad hoc reports without compromising system response time.
- Provide patch fixes and software upgrades at regular scheduled intervals (to be determined by the Clerk and Vendor) at no cost to the Clerk.
- Process jury records efficiently and accurately with acceptable response times determined by the Clerk.
- Provide system availability and reliability 24 hours a day, 7 days a week, except for minimal scheduled down time for routine maintenance as recommended by the Vendor and agreed to by the Clerk.
- Provide an efficient, reliable system response time for processing jurors simultaneously using up to 7 workstations and with handheld scanning devices. The use of wireless handheld devices shall be included as an option.
- Allow the Clerk to own and have unrestricted access to the data within the database including a complete set of object and source code and system documentation for the jury system subject to the Clerk entering into a confidentiality agreement with the Vendor.
- Warrant that the software and other hardware provided by the Vendor will be compatible with and function on Clerk supplied equipment and software, and operate with the Clerk network configuration, systems and software and with systems and software used for remote access. The Vendor will be responsible for providing any additional hardware, software, or service necessary to provide the specified functionality

and interoperability.

- Provide the Clerk with a comprehensive, final detailed system design configuration, including the JMS and all associated application systems prior to start of system installation and in accordance with an agreed upon delivery schedule for review and approval by the Clerk.
- Vendor must provide an interface with the Clerk's financial system. (PeopleSoft)
- Provide an optimal solution for scanning and capturing data from jury qualification questionnaires and summons.
- Support the storing of images in the Clerk's Laserfiche architecture and environment, and shall have functionality available to allow users to directly access images from within the proposed JMS.
- Support smartphone device and tablets.

System, Database Administration and Security

- Provide the ability for the system administrator to set the means and parameters to include, but not be limited to, FTA deferrals, deferral guidelines, re-summonsing exemption period, and per diem amounts.
- Provide the ability to review and modify system maintenance tables.
- Provide the ability to establish various levels of security profiles for any individual assigned a valid user identification password and tailor each security level according to the user's unique operational requirements.
- System tables containing application variables, parameters, codes and descriptions shall be accessible to the System Administrators for update.
- System Security is to be available at multiple levels: User IDs and Passwords, transaction, report, field, etc.
- Allow the System Administrators to define who may access the system and what data the use will be permitted to view or update.
- Audit and system logs shall be available. Any updates to data shall be recorded in the logs and available for reporting / review.
- Provide backup procedures integrated with the Clerk's IT Department's present backup procedures and administered by Clerk's designated system administrator. This procedure shall allow unattended, daily back-up of system software and database without causing a service interruption.
- Provide the ability to schedule summons, letters, and postcard printing beyond regular business hours.

- Provide an audit feature for tracking user activity.
- Provide the ability to review and modify tables that identify independent court location environments which establish each location's data, parameters and payment information.
- Provide authorized personnel the ability to monitor the system with real time data via system logs and real time displays. Provide system functionality to define authorized user identifications and associated passwords to protect against unauthorized access to the database. Provide system functionality to define authorized user identifications and associated passwords to protect against unauthorized access to the database.
- Provide both the Clerk's technical staff and the Clerk's functional staff with the ability to set up and administer system users, including limiting a user's functional access corresponding to his/her assigned location and job description. Only those specific functions accessible to the user are to be displayed on the screen.
- Provide activity logs of all user activities within the system.
- Support recurring installation of operating system and database patches, hotfixes and service pack.

Vendor Response to System Problems
- Provide for a fail-over process in case of a processor failure or natural disaster.
- Provide total system failure procedures identifying if system will be a self-contained re-boot or if it will require manual intervention.
- In the event of a system or database crash, provide database restore procedures for immediate recovery following the restoration or correction of a hardware or software failure.

Proposal must address the following components at a minimum:
1. General System Functionality
2. Jury Wheel Processing
3. Jury Summons/Post Summons/ Jury Service Calendars
4. Juror Attendance/Juror Room Processing
5. Case Management
6. Jury System Web Based/Kiosk Functionality
7. Juror Costs/Payment/Accounting
8. Reporting
9. Technical Requirements

- o System/Database Administration
- o Security/Interfaces
- o Data Conversion

1.10   Technical Support and Maintenance

1. Technical support must be provided as follows:

   a.   From 6:00 a.m. to 7:00 p.m., EST, Monday through Friday, with a call back within 30 minutes.
   b. After hours support, including nights, weekends, and holidays, as needed, with a call back within 60 minutes.

2. Bidder must have a support tracking system that will enable all call history and notes to be captured and internal procedures in place to initiate proper escalation. This system should be able to generate proper reporting that will provide Clerk with any and all history on specific support issues.

3. Timely notification of all scheduled maintenance activities.

4. Bidder must provide specified service level credits or penalties for failures to provide support, including failure to provide support on a timely basis

1.11   Current Software Environment

The Clerk's current Jury Management System software components configured and implemented are:

   Dell hardware
   Windows Operating System 2008R2 or newer
   Windows 7 or newer
   MS SQL Server 2012 or newer

1.12   Current Technology Environment

The Clerk's current technology environment consists of the following:

Type of Technology	Component
Server Operating Systems	Windows 2008R2+, Window 7+
Authentication	Active Directory

Database Environment	MS SQL 2012+
Storage Infrastructure	iSCSI SAN
Network Components	Gigabit Ethernet
Systems Management	MS SCCM Ethernet
Backup Environment	CommVault Simmpana

The Jury Management System (Juror for Windows – XEROX) software's ability to interface with existing Clerk, State, and County systems must be considered.

1.13 Qualification of Vendors

A qualified vendor is one with an application that has been successfully utilized in an organization of similar size and make-up of the Clerk's office.

Vendors may additionally be required to show that they have satisfactorily provided similar JMS consulting and/or version upgrade services in the past. No reply will be accepted from a vendor who is engaged in any work which would impair the ability to perform or finance this work.

Vendors are required to provide any contractual disputes as well as any litigation pending or closed against the company for active and pending litigation involving claims about work of a similar nature, or a sworn statement verifying under oath that there is no pending litigation involving claims about pending work of a similar nature, whether the work is completed or not.

No reply will be accepted from, nor will a contract be awarded to, any vendor who is in arrears to the Board of County Commissioners or Clerk & Comptroller, Palm Beach County, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the BCC or Clerk & Comptroller, Palm Beach County, or is deemed to be irresponsible or unreliable by the BCC or the Clerk & Comptroller, Palm Beach County.

A vendor must meet all requirements in responding to this ITN as defined in Section 3.

1.14   Timetable

The Clerk intends to execute one comprehensive contract for the JMS software licensing, maintenance, and implementation services. The vendor must include in the reply an estimated project schedule and milestone events.
The **anticipated** schedule and deadline for the ITN and contract approval are as follows:

Activity	Date/Time	Location
ITN Available for Distribution	2/13/17	*http://www.mypalmbeachclerk.com/Jury-ITN*
Deadline for: Notification of Intent to Bid • Vendor to submit email address for intent to respond to ITN, along with the names of the Counties/States which have their Jury system installed and working in a Production environment.	3/06/17 5:00 pm EST	*COC_DL-JURY-ITN-1702@mypalmbeachclerk.com*
Deadline for: Vendor Questions • Receipt of Questions (i.e. suggested modifications, additional information, clarification, and/or comments related to the ITN).	3/06/17 5:00 pm EST	*COC_DL-JURY-ITN-1702@mypalmbeachclerk.com*
Deadline for: Receipt of Reply by Clerk's Office	3/31/17 5:00 pm EST	Mail to: Clerk & Comptroller, PBC Legal Counsel, 9th floor 301 North Olive Avenue West Palm Beach, FL 33401
Evaluation Committee Meeting #1	Week of 4/03/17	Clerk & Comptroller's Office Judicial Center 205 N. Dixie Highway West Palm Beach, FL 33401
Optional: Project Site Visits at Clerk's Discretion	4/10/17—4/14/17	TBD
Optional: On-site Oral Presentations and Demonstration by Vendors at Clerk's Discretion	4/17/17—4/21/17	Clerk & Comptroller's Office Judicial Center 205 N. Dixie Highway West Palm Beach, FL 33401
Evaluation Committee Meeting #2	4/10/17—4/28/17	Clerk & Comptroller's Office Judicial Center 205 N. Dixie Highway West Palm Beach, FL 33401

Activity	Date/Time	Location
Vendor Finalist Selection	Week of 5/01/17	Clerk & Comptroller's Office Judicial Center 205 N. Dixie Highway West Palm Beach, FL 33401
Notice of Selected Finalist	On or before 5/05/17	Palm Beach County
Vendor Finalist negotiation for Development of Licensing/Leasing, Maintenance, and Implementation Contract	May to June 2017	Palm Beach County
Fully Executed Contract	July 2017	Palm Beach County
Project Contract Start Date	August 2017	Palm Beach County

The Clerk reserves the right to adjust this schedule by amendment or addendum to this ITN or to extend any published deadline in this ITN. Bidder should provide for specified holdbacks or penalties for failure to meet timeframes.

1.15 Reply Submission

Vendor Notices
All vendors interested in responding to this ITN must notify the Clerk via email at *COC_DL-JURY-ITN-1702@mypalmbeachclerk.com* of their intent to respond to this ITN by the deadline stated in the Timetable (Section 1.14). Vendors are responsible for ensuring Clerk has the correct email address.

All questions or inquiries from vendors must be submitted via email to *COC_DL-JURY-ITN-1702@mypalmbeachclerk.com.* All official notifications shall be made through posting of information on the Clerk project website and vendors assume sole responsibility for remaining current on website information.

The website *COC_DL-JURY-ITN-1702@mypalmbeachclerk.com*
is the official "notice" address used by the Clerk to notify the vendor of amendments to the ITN and to copy the vendor with any responses to requests for clarifications or additional information, as well as to provide notice of vendor selection for negotiation and final selection of a negotiated reply.

Vendors shall not rely on any oral information from any source or under any circumstance regarding this ITN process.
Reply Submission

All hard-copy replies must be submitted on 8½ x 11 inch paper. All replies shall include one (1) unbound, hard-copy original with original signature(s), three (3) signed, bound, hard-copy versions of the complete ITN Reply, and three (3) electronic copies (flash drives) of the ITN Reply. The separate Cost Reply should include one (1) unbound, hard-copy original with original signature(s), two (2) signed, bound, hard-copy versions and two (2) electronic copies (flash drives) should be separately bound and sealed <u>within</u> the outer envelope or wrapper, and <u>marked</u> as the Cost Reply. It is intended that there be one original with an original signature and that the photocopies need not have original signatures. For the electronic copy of the ITN Reply and Cost Reply, they should be via flash drives in either immutable Adobe PDF or Microsoft Word format. Vendors shall submit five (5) flash drives: three (3) flash drives should contain files for the ITN Reply, and the other two (2) flash drives should contain a file for the Cost Reply. Please ensure all flash drives are clearly labeled.

Replies **must be received** in the Offices of the Clerk & Comptroller, Palm Beach County no later than the deadline stated in the Timetable (Section 1.14), at the specific address indicated in the Timetable.

The original, all copies, and five (5) flash drives must be submitted in a single sealed envelope or container. The vendor's complete return address must be included on the outer envelope or wrapper. The ITN number must also appear on the outer envelope or wrapper. The outer envelope or wrapper should be addressed as follows:

     Vendor Name
     Address
     Email address

         Clerk & Comptroller, Palm Beach County
         Legal Department
         Jury Management System
         ITN No. 17-02
         301 North Olive Avenue, 9th Floor
         West Palm Beach, FL 33401

Hand-carried replies may be delivered to the above address ONLY between the hours of 9:00 am and 4:00 pm EST, Monday through Friday, excluding holidays observed by the Clerk.

Vendors are responsible for informing any commercial delivery services, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The entire Cost Reply (Appendix B) (original, two (2) copies, and electronic version via flash drive) should be separately bound and sealed within the outer envelope or wrapper, and marked as the Cost Reply.
The Reply Certification Page (Appendix C) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor, and the vendor must affix the company's corporate seal to the document.

Vendor Registration (Appendix D)

Functionally Checklist (Appendix E)

1.16 Contact Person

The Clerk's contact person for this ITN is Karen Heidtman, Director-Project Management Office. All communications, EXCEPT for the ITN Reply, must be via email to the following email address:
 COC_DL-JURY-ITN-1702@mypalmbeachclerk.com.

Vendors are advised that, from the date of release of this ITN until notice that the vendor selections for negotiation is completed, ALL CONTACT regarding this ITN must be through email to *COC_DL-JURY-ITN-1702@mypalmbeachclerk.com* and NO direct contact with any Clerk staff is permitted. The Clerk will select vendors for negotiation following scoring of evaluation criteria. The vendor selection will be electronically posted on the Clerk's project website. If you are selected to negotiate, the Project Manager will contact you via email and/or certified mail with negotiation information and scheduling.

Vendors are REQUIRED to supply a valid email address and are advised that all official communications will be via email and are considered delivered once sent to the email address supplied by the vendor. No additional notifications will be provided.

All vendors are responsible for reviewing all information posted on the Clerk's project website at *COC_DL-JURY-ITN-1701@mypalmbeachclerk.com*
The Clerk will post all vendor questions and Clerk responses and amendments to the ITN. Vendors are solely responsible for reviewing the site and obtaining information as they deem necessary and appropriate for this ITN process.

1.17   Additional Information/Amendment(s)

Requests for additional information or clarifications must be made via email to *COC_DL-JURY-ITN-1702@mypalmbeachclerk.com* no later than the date specified in the ITN Timetable (Section 1.14).   Any request for additional information and/or clarification will not enlarge any timeline previously specified in the ITN Timetable (Section 1.14).   The request must contain the vendor's name, address, and phone number.   In the event additional information or clarification is requested, the request and a response either denying the request or providing clarification or additional information shall be provided to all participating vendors on the website.

Amendments to this ITN, when deemed necessary by the Clerk, will be completed only by written amendment(s) issued prior to the Reply Due Date.   If in the opinion of the Clerk, revisions or amendments will require substantive changes in replies, the due date may be extended.   The amendments will be electronically posted on the project website *http://www.mypalmbeachclerk.com/Jury-ITN*

Vendors should not rely on any representations, statements, or explanations other than those made in the ITN and in any amendment to this ITN.   Where there appears to be a conflict between the ITN and any amendment issued, the last amendment issued will prevail.   All vendors are notified that it is their responsibility to view the project website for information.

It is the vendor's responsibility to assure receipt of all amendments (if applicable).   The vendor should view the project website prior to entering a reply to verify that all amendments have been received.   Vendors are required to acknowledge the number of amendments received as part of their reply.

SECTION 2 - GENERAL TERMS AND CONDITIONS

2.1   Reply Guarantee

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

2.2   Modified Replies

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

2.3   Withdrawal of Replies

A reply may be withdrawn only by written notification, signed by the vendor. (See Section 1.15) for the email address.

2.4   Late Replies, Late Modifications

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

2.5   Right to Reject Replies

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

2.6   ITN Postponement/Cancellation

The Clerk may, at its sole and absolute discretion, reject all replies and re-advertise this ITN; postpone or cancel, at any time, this ITN process; or waive any formalities or minor irregularities in this ITN or in the replies received as a result of this ITN, when to do so would be in the best interest of the Clerk.

A minor irregularity is defined as a variation from the ITN terms and conditions that does not affect the price of the vendor reply, or give the vendor a competitive advantage or benefit not enjoyed by other vendor, or does not adversely impact the interests of the Clerk. At its option, the Clerk may correct minor irregularities but is under no obligation to do so.

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

2.7   Costs Incurred by Vendors

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

2.8   Proprietary/Confidential Information

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

2.9   Retention of Vendor Information

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

2.10   Negotiations

In response to this ITN, each vendor shall submit a proposed contract for the goods and services that includes all the terms and conditions in Clerk's standard contract, attached hereto, and that includes any other terms and conditions it will request or is proposing in a contract between it and Clerk. The proposed contract will be the starting point for negotiations between the vendor and Clerk if the vendor is selected as one of the vendor finalists selected for negotiation. The Clerk expects to meet with vendor(s) selected for negotiation to further clarify costs, timeline, deliverables, and scope of the reply. In addition, items such as deliverables-based payment dates, execution date or

effective date of contract, and other items, are expected to be further negotiated, and no contract or agreement is intended until formalization and signatures on a written contract. Selection for negotiation is not an award or an acceptance of an offer, and the vendor acquires no rights as a result of having been selected for negotiation with Clerk.

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

2.11   Rights of Appeal

Any vendor may protest the terms of the ITN or the selection of vendors for negotiation in accordance with the procedures contained in Attachment 2 – Right to Protest.

2.12   Rules; Regulations; Licensing Requirements

The vendor shall comply with all laws, ordinances, and regulations applicable to the implementation services contemplated herein, to include those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods and services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity", and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.13   Exceptions to the ITN

All exceptions taken must be specific, and the vendor must indicate clearly what alternative is being offered to allow the Clerk a meaningful opportunity to evaluate the reply. Vendors are cautioned that submitting an alternative reply does not relieve the vendor from submitting the "Reply Requirements" as stated in Section 3. The Clerk is under NO obligation to accept any proposed exceptions or alternatives. Absent an explicit exception to any requirement set forth herein, the vendor shall be deemed to have accepted the terms as set forth in this ITN. All commitments and representations made in the Vendor's reply shall be incorporated into the contract.

2.14   Review of Replies

Each reply will be opened and reviewed by an Evaluation Committee on or after the deadline stated in the Timetable (Section 1.14) to determine if the reply is responsive to

the ITN and to determine whether the reply meets all the reply requirements as outlined in Section 3. Cost replies will not be opened at this time.

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

- A responsive reply is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the reply (as stated in Section 3). Responsive replies fulfilling the Reply Requirements shall be reviewed at Evaluation Committee Meeting 1 (see Timetable in Section 1.14).

- Replies shall have one outer wrapping which must be securely sealed and addressed as stated in (Section 1.15).

- The Cost Reply must be separately bound, sealed, and labeled within the outer wrapping.

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

2.15   Evaluation Process

The Clerk's office acknowledges that the Jury Management System services industry is a competitive one, and that vendor replies may offer similar services. The ITN selection process may result in an outcome where final vendor rankings differ by a small percentage. By virtue of submitting a reply, vendors are acknowledging this possibility and waive any right to protest based on narrow point differences.

Evaluation Committee Meeting(s)

1. The Evaluation Committee will evaluate all responses to this ITN that meet the Reply Requirements and are deemed responsive without consideration of the cost replies. Vendors are urged to ensure that their reply contains all the necessary information for the Evaluation Committee to fairly and accurately evaluate each of the reply evaluation criteria listed below (Section 2.16).

However, the Evaluation Committee reserves the right to determine that additional written information, interviews, internal staff analysis, outside consultants, and/or any other information may be required by the Evaluation Committee, at any time during the evaluation process, to help the Committee determine the final ranking of vendors. The Evaluation Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Evaluation Committee. All responsive vendors will be provided equal opportunity to provide additional information if the Committee determines additional information is required.

2. The Evaluation Committee will collectively rank vendors based on the first four evaluation criteria: Experience, Qualifications and Background, Technical, Functionality, Project Management Approach. The Evaluation Committee shall reach a consensus score for every evaluation criteria listed below (Section 2.16).

The Evaluation Committee will utilize the scores to narrow the vendors to the highest scoring vendors (short-listed vendors) who will be subject to further evaluation and scoring as set forth in paragraph 3, below. The number of short-listed vendors selected will be determined by the Evaluation Committee.

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

Converting Cost Reply to Points

The lowest cost reply offer receives the maximum points listed below (Section 2.16, last criteria). Higher cost offers receive fewer points based upon how much higher they are in relation to the lowest offer. Offers twenty-five percent (25%) more than the lowest offer receive ten percent fewer points. Offers fifty percent (50%) more than the lowest offer receive fifty percent fewer points, etc. until there is a case where an offer is one hundred percent (100%) more than the lowest offer (twice as much as the lowest offer), then that offer will receive one-hundred percent fewer points or zero (0) points.

Example:
a. $400,000 Lowest Cost Reply   25 Points
b. $500,000 2nd Lowest Cost Reply   18.75 Points   25% fewer
c. $600,000 3rd Lowest Cost Reply   12.5 Points   50% fewer

d. $800,000 4th Lowest Cost Reply   0 Points   100% fewer

The Cost Reply points will be added to each respective vendor's Reply Score to calculate each vendor's Total Score. The Evaluation Committee will then further narrow the vendor list to the highest scoring vendor finalist(s). Those highest scoring vendor finalist(s) will participate in contract negotiations. The number of vendor finalist(s) will be selected by the Evaluation Committee.

4. Should multiple vendors be of sufficiently close ranking the Clerk may, at its sole discretion, initiate contract negotiations, either concurrently or serially, with each of the vendor finalists.

5. The Clerk's Project Director/Manager will notify the vendor finalists of their status.

6. The Clerk may travel to locations that utilize the vendor finalists' JMS software in order to obtain feedback from users and system administrators on the product and implementation, and to identify issues of importance to the Clerk concerning the software. These "site visits" will take place during the dates specified in the Timetable (Section 1.14)

7. The vendor finalists may be required, AT NO CHARGE to the Clerk, to provide an oral presentation of their ITN reply received by the Clerk. The oral presentation will be conducted at either the Clerk's Governmental Center location or the Courthouse located in West Palm Beach, Florida and will not exceed four hours in duration. Vendor finalists should anticipate being available for the presentation during the dates specified in the Timetable (Section 1.14).

The Evaluation Committee, along with systems users, will be in attendance to pose questions to the vendor finalists. Clerk will attempt to address all vendor finalist questions during the presentation; however, in the event that an immediate response to a question cannot be provided, the Clerk reserves the right to defer the questions and provide a response at a later date or not at all. **Vendors are cautioned that oral answers and discussions shall not be binding upon the Clerk.**

2.16   Evaluation Criteria

The overall evaluation criteria will be as follows.

Criteria to narrow down vendor list from all responsive replies to the highest scoring vendors (short-listed vendors) as set forth in paragraph above:

Experience, Qualifications and Background	Weight	10%	(10 pts)
Technical	Weight	10%	(10 pts)
Functionality	Weight	40%	(40 pts)
Project Management Approach	Weight	15%	(15 pts)
Cost Reply--Purchase	Weight	25%	(25 pts)
Cost Reply—Leasing	Bonus		(5 pts)
	Total	100%	(100 +5 pts)

2.17   Vendor Contract Negotiations

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

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

During negotiations, the Vendor will:
- ➢ Attend negotiation sessions with agent authorized to make agreements;
- ➢ Understand the Clerk's requirements;
- ➢ Respond to requests for information;
- ➢ Negotiate in good faith;
- ➢ With the Clerk, negotiate terms and conditions of the contract;
- ➢ Prepare revisions to the reply based on negotiations;
- ➢ If requested, prepare a final negotiated contract.

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

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

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

2.18 Award of Contract

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

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

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

2.19 Standard Contract Provisions (Attachment 1)

The selected vendor will be required to execute an implementation contract similar to

the attached Sample Standard Contract Provisions (Attachment 1). If a vendor has comments related to any of the provisions in this ITN and/or the contract sample, comments must be made in writing no later than the date specified in the ITN Timetable (Section 1.14) to the contact person as listed in (Section 1.16).

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

2.20   Commencement of Work

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

2.21   Insurance Requirements

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

The vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of the Contract, coverages and limits (including endorsements) as described herein (Attachment 1). Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as Clerk's review or acceptance of insurance maintained by the vendor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under the Contract.

2.22   Joint Reply

In the event multiple responders submit a joint reply in response to the ITN, a single responder shall be identified as the Prime Vendor. If offering a joint reply, the Prime Vendor must include the name and address of all parties of the joint reply. The Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, and have overall and complete accountability to resolve any dispute arising within this Contract. Only a single contract with one vendor shall be acceptable. Prime Vendor

responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other responders participating or present at Clerk meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Clerk shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this ITN.

2.23   Indemnification

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

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

2.24   Authorized Signature

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

2.25   Performance Bond/Letter of Credit/Liquidated Damages

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

A Performance Bond is to ensure the faithful performance of all the requirements of the

Contract (No. xxx), and to save, defend, indemnify, and hold harmless the Clerk from any and all damages, losses, claims, causes of action, costs, fees, and expenses, either directly or indirectly, arising out of any failure to perform the contract. The Bond(s) shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under Title 31, United States Code, Sections 9304 through 9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The vendor shall verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond(s) must file, with the bond(s), a certificate and effective dated copy of power of attorney. If the Bond is required the vendor must furnish the executed bond(s) with the cost prior to the Clerk's approval and execution of Contract.

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

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

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

2.26   Disclaimer

The information in this ITN may contain typos, errors, or omissions. The Clerk is not liable for, nor will be bound by, any typos, errors, or omissions in this ITN.

SECTION 3 - REPLY REQUIREMENTS

In order to facilitate the analysis of responses to this ITN, vendors are required to prepare their replies in accordance with the instructions outlined in this section. Each vendor is required to submit the reply in one sealed package. The entire Cost Reply (original, copies, and electronic version via CD or jump drive) shall be separately bound and sealed <u>within</u> the outer envelope or wrapper, and marked as the Cost Reply.

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

Reply Section	Title
1	Letter of Transmittal
2	Table of Contents
3	Executive Summary
4	Scope of Work/Services
5	Company Background
6	Experience and Qualifications of Firm
7	Client References Appendix A
8	Qualifications of Staff and Key Personnel
9	List of Providers
10	Timeline
11	Implementation Methodology
12	Project Administration
13	Planning
14	Clerk Project Team Resource Requirements
15	Data and Document Conversion
16	Project Organizational Chart
17	Testing
18	Training Approach
19	Knowledge/Skill Transfer Process
20	Deployment
21	Post Implementation Support
22	Vendor Assumptions and Risks
23	Vendor Contract Requirements
24	Other Terms and Conditions

Reply Section	Title
25	Business Information/Vendor Registration Appendix D
26	Cost Reply- Appendix B
27	Reply Certification Information- Appendix C
28	Functionality Checklist – Appendix E
29	Financial/Business Stability
30	Sample Licensing and Maintenance Agreement
31	Ideal Computing Environment
32	Third Party Products/Services
33	Licenses
34	Maintenance Program
35	Application Functionality Checklist
36	Business Information Documents

Replies shall contain all of the documents listed above, each fully completed, signed, and notarized as required. Replies submitted which do not comply and/or include the items identified above within Reply Sections 1-36 will be deemed non-responsive and will not be considered for contract negotiation.

3.1   Letter of Transmittal

Reply Section 1 - Responses shall contain a letter of transmittal that must be printed on the vendor's letterhead and include the following:

a. The identification of the vendor submitting the reply.

b. The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to negotiate and authorized to contractually obligate the vendor.

c. The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.

d. A statement that the vendor agrees to and accepts the general requirements and contract terms as described within this ITN.

e. An acknowledgement of receipt of all amendments (if any) to this ITN.

f. The letter must be signed by a person who is authorized to obligate the vendor in a contract offer.

3.2   Table of Contents

Reply Section 2 - Include a clear indication of the material by section and page number.

3.3   Executive Summary

Reply Section 3 - Provide a brief narrative highlighting the vendor's reply.   The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.   The Executive Summary must <u>NOT</u> include cost quotations.

3.4   Scope of Work/Services

Reply Section 4 - Include a general discussion of the vendor's understanding of the "overall" scope of work proposed, and a summary of the reply features.   Briefly describe the project phases and how the proposer intends to proceed toward the completion of the project.   Indicate major responsibilities of the proposer, subcontractor(s) if any, and the Clerk.

3.5   Company Background

Reply Section 5 - Vendors must provide the following information about their company so that the Clerk can evaluate the vendor's stability and ability to support the commitments set forth in response to the ITN.   The Clerk, at its option, may require a vendor to provide additional support and/or clarify requested information.   The vendor must outline the company's background, including:

     a.   How long the company has been in business.

     b.   A brief description of the company size and organization.

     c.   How many offices the company has and which is the closest to our location.

     d.   The staff size in the local office that would be servicing our account and who is in charge there.

     e.   The number of consultants within the proposer's JMS practice.

     f.   How long the company has been consulting on and/or implementing JMS to public sector clients.

3.6   Experience and Qualifications of the Firm

Reply Section 6 - Demonstrate the following minimum qualifications:

a. Provide a summary listing of all of proposer's completed JMS installs/upgrades by state. Public sector customers are to be listed first. For each customer, include customer name, and number of system users.

b. Provide a detailed listing of all projects where your firm successfully upgraded, as the prime Vendor, JMS in a Clerk or County government environment within the past five (5) years. Include the customer name, version number, number of employees, number of system users, start and end dates of upgrade, and upgrade cost.

c. Describe how your firm clearly understands and has addressed the needs of the Clerk or County government marketplace.

d. Describe how your firm has a strong Clerk or County government knowledge base and what valuable, practical experiences can they bring to the Clerk's project team.

e. Describe the depth of experience in the technical aspects of the JMS environment that your firm currently maintains.

f. What is the average length of time your consultants have worked for your firm who are qualified in JMS software?

g. How does your firm ensure that a transfer of knowledge is successful to clients?

3.7   Client References

Reply Section 7 - Provide at least two (2) references that most closely reflect similar JMS software projects to the Clerk's scope of work. Vendors must submit written project descriptions detailing the vendor's past professional experience and accomplishments similar to the scope of work requirements defined in (Section 1.6). Provide references using the format within Appendix A of this ITN.

The Clerk will not call vendors to tell them that their references will be called because vendors should assume all references provided will be contacted.

3.8   Qualifications of Staff and Key Personnel

Reply Section 8 - The proposer should demonstrate that it employs a competent team of people that are readily available to work on this project. These requirements will be included in the contract.

a. Describe your firm's depth of qualified staff and commitment of resources. Include a statement regarding staff availability and how soon after the completion of contract negotiations and contract execution can the proposer's team be on-site to begin the project.

b. Describe the extent to which and the conditions under which you would contract with a third party to acquire specific resources. If vendor does not intend to use a third party, please clearly indicate as such.

c. In the table below, give the names of individuals who will be assigned to this contract.

d. For the named individuals, include their resumes containing professional qualifications and certifications, and expand on their experience in the area they will be servicing.

e. For the named individuals, state the number of JMS projects they have been involved in, organization name, contact name, contact phone number, contact email address, and consultant role description.

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

At any time during the project, the Clerk has the authority to dismiss a proposer or subcontractor resource due to non-performance or poor performance. Written notice

from the Clerk Project Director/Manager will be given to the proposer to notify proposer of the resource's termination date and reasons for termination.

The Clerk may terminate the Contract based on the loss of what the Clerk considers "key" personnel. The Clerk requires the proposer to staff the project with seasoned professionals. The Clerk expects that staff in the senior-level positions would have seven (7) or more years of experience managing and supporting projects of this size and scope and five (5) or more years of direct JMS software consulting experience in the public sector. Clerk/County government experience is preferred. Staff working in analytical roles must have at least two (2) years of related experience. Proposer is expected to work primarily on-site in West Palm Beach, Florida. This provision will be part of the contract.

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

Key Personnel Name	Legal Relationship with Prime or Subcontractor	Role/Position	Project Duration	% On-site

3.9 List of Providers

Reply Section 9 – Subcontractors may be used to perform work under this contract if the proposal outlines the scope of subcontracted services and identifies the subcontractors and such is memorialized in the final contract. Proposers are responsible for all work of subcontractors and must indemnify and hold harmless Clerk from any claims or demands of any subcontractors. Unless identified in the proposal, subcontractors are not anticipated and may be used ONLY with written Clerk approval. The substitution of one subcontractor for another may be made only at the discretion of the Clerk, and with prior written approval from the Clerk Project Director/Manager. Proposers shall be responsible for subcontractors meeting all terms and conditions of the specifications.

Complete the table below for the proposer <u>AND</u> all subcontractors included in the ITN reply. Add additional lines as necessary.

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

Proposer Company Name	Address (Local and Headquarters)	Contact Representative Name, Title, Phone, and Email Address

3.10   Timeline

Reply Section 10 – Provide a high-level project plan detailing project phases, the sequence of major tasks, duration of each task, deliverables produced, key milestones, and Clerk / Key Stakeholder / Existing or proposed 3rd Party vendor and selected vendor resource requirements.

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

3.11   Implementation Methodology

Reply Section 11 – Provide a summary of the methodologies used by your firm to achieve successful JMS implementation, conversion, and business process reengineering in environments similar to that of the Clerk's environment, and how they will be applied to this project.

Describe the services and resources that your firm will provide in the implementation of JMS applications described herein. This description should include your perceived role in project management, oversight, planning, technical services, functional expertise, and product experience.

In particular, describe the approach that will be used to resolve the following conditions and ensure timely project completion:

   a. Implementation delays/disruptions/barriers

   b. Change requests or customizations

   c. Project issues

   d. Site a specific instance where a JMS implementation project was NOT on time/on budget. Describe what happened, what your firm did to identify the problems, and what was done to resolve them.

3.12   Project Management

Reply Section 12 - The Clerk's Project Director/Manager is responsible for the day-to-day management of the project for the Clerk's office throughout the duration of the project. The proposer's project team is expected to work with the Clerk's Project Director/Manager to guarantee the successful, on-time, on-budget completion of the project.

The proposer shall provide an on-site Project Manager to act as a liaison between the proposer's project team and the Clerk's Project Director/Manager.

Describe the nature and extent of Project Management services proposed. Services shall include management of proposer's personnel, attendance at project team and Steering Committee meetings, preparation of project status reports, meeting agendas, and meeting minutes, and serve as the main contact for communication, problem solving, trouble shooting, and issue resolution.

3.13   Planning

Reply Section 13 - Proposer shall work with the Clerk's Project Director/Manager to plan and execute all project phases. Include proposals on the following:

   a. Provide a sample implementation plan with clear Milestones, check points and deliverables

   b. Software tools, Operating system and hardware used.

   c. Provide business process re-engineering plan

   d. Communications plan

e. Change Management plan

f. Risk Management plan

g. Quality Management plan

h. Proposal must describe the maintenance and support activities that will be provides once the jury application is implemented

i. User Training Guides/Manuals

j. Issue reporting, tracking, escalation, and resolution procedure

3.14   Clerk Project Team Resource Requirements

Reply Section 14 – List the number of Clerk personnel deemed necessary for successful implementation. Identify the function/role of each person and the amount of time required to be devoted to the implementation.

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

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

Role	Number Required	Skills	Task Description	Duration	% of Time

3.15   Data and Document Conversion

Reply Section 15 - The Implementation vendor shall be responsible for converting the

Jurors for Windows data in the Clerk's existing system to the new system and create/develop such conversion processes, software programming, and/or reports as required to fully convert existing data to the new system to ensure delivery of a fully functioning system.

Proposer shall be responsible for timely planning, implementation, testing, and completion of the conversion of all existing data/documents to the new JMS. Provide a Data Conversion Plan that includes database conversion for the Clerk's existing databases and other existing ancillary systems. Conversions will occur during the appropriate implementation phase. The selected Proposer shall be responsible for the quality of the data conversion, documentation on converted systems, and timeliness of conversion. The Data Conversion Plan shall include:

a. Methodology and approach for converting data from Clerk and other sources:

- How required data will be identified, acquired, and cleansed
- What type of data to convert and how much history will be converted
- How conversation data will be validated and the process followed to obtain user acceptance
- How errors will be detected and corrected
- Fallback strategies in case of data conversion failures
- How all data conversion activities will be monitored
- Issues of timing in extracting active production data for testing, training, and startup of new system.

b. Strategy for providing historical reporting

d. Documentation of field-level conversion mappings

e. Anticipated level of Clerk involvement in this process

f. Clerk responsibilities regarding data clean-up before, during, and after conversion.

g. Conversion plan for existing data/documents.

3.16 Project Organizational Chart

Reply Section 16 - Provide an organizational chart of the proposed governance

model and project staffing structure. The diagram should show proposer, subcontractor (if any), and Clerk team members.

3.17   Testing

Reply Section 17 - Include a Test Plan including, but not limited to, unit, system, integration, volume/stress, security, parallel, and user acceptance.

a. Describe the proposed approach taken with each stage of test, the processes involved, testing tools utilized, acceptance criteria, sign-off procedures, and resources (Clerk, 3rd Parties, and vendor) required.

b. Provide sample test scripts for each of the above-mentioned types of tests that note each specific test action, the expected results of running the data, and the actual test results to be compared with the expected results.

3.18   Training Approach

Reply Section 18 - Detail your recommended training approach for functional and technical project team members and end users.

a. Describe your training methodology.

b. Describe initial and on-going recommended training efforts.

c. Provide a training approach with training tools most suitable for Clerk end users.

d. Discuss ability to customize material to meet Clerk training needs.

e. List and provide samples of all job aids and manuals you can provide

3.19   Knowledge/Skill Transfer Process

Reply Section 19 - Describe your methods for ensuring a complete "technical and knowledge transfer" such that the Clerk will be fully capable of managing any system, configuration or business process changes beyond the project. Provide examples of this type of work for comparable client projects.

3.20   Deployment

Reply Section 20 - Proposer shall be responsible for deployment of the JMS solution. Include a Deployment Plan that describes the methodology for deploying the JMS

solution. At minimum, the Deployment Plan shall include the following topics:

    a. Site preparation – survey current site environment, gap analysis, and determination of deployment needs.

    b. Roll-out strategy – plan for parallel, phasing, roll-out plans, cut-over approach(es), and interface phase-in/phase-out.

    c. Migration – plan for each phase with activities, resources, roles, and responsibilities during the migration; acceptance criteria; formal governance of go/no-go decision.

    d. Help desk ramp up – processes and responsibilities in accordance with post-implementation support requirements.

    e. Maintenance and Operations ramp up – processes and responsibilities with criteria to move operations out of JMS implementation project and back to day-to-day responsibilities.

    f. Organizational transition – approach to invoke applicable components of Change Management Plan.

3.21   Post Implementation Support

Reply Section 21 - Provide a post-implementation Support Plan including resource requirements, responsibilities, deliverables, and proposed duration.

3.22   Vendor Assumptions and Risks

Reply Section 22 - Provide a list of assumptions, organized by ITN section number, that proposer has made during development of the ITN reply.

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

3.23   Vendor Contract Requirements

Reply Section 23 - If the vendor wishes to add any language, requirements, or other obligations or provisions in a final contract other than discussed in this reply, they should be included in this section.

3.24 Other Terms and Conditions

Reply Section 24 - Vendors are required to submit information in this section regarding the following:

   a. Indicate the complete name of firm or person(s) submitting reply, the main office address, primary and secondary contact person(s) and their respective telephone numbers (including area codes), and e-mail addresses.

   b. Provide any additional information that you feel would distinguish your firm in its service to the Clerk.

   c. The Clerk may make such investigations it deems necessary to determine the ability of the vendor to perform the work proposed. The vendor shall furnish the Clerk, within five (5) days of request, all such information and data for this purpose as may be required. The Clerk reserves the right to reject any reply if the evidence submitted or investigation of the vendor fails to satisfy the Clerk that the vendor is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional replies will not be accepted.

   d. Based on costs of commodities and services the vendor provides, the Clerk will prioritize and include or eliminate items according to budgetary constraints.

3.25 Business Information/Vendor Registration

Reply Section 25 - Proposer shall complete the Vendor Registration Documents (Appendix D) referencing the type of business (i.e., Corporation, Partnership (General/Limited), Joint Venture, or Sole Proprietorship) for proposer AND all subcontractors included in the ITN reply.

3.26 Cost Reply

Reply Section 26 - Vendors shall submit a fixed-fee project cost reply that is based upon deliverables and user acceptance criteria. Each deliverable shall identify hours and costs. All costs and timing of payments are subject to negotiation. The Cost Reply pages shall be separately bound, sealed, and marked within the ITN Reply, pursuant to Section 1.15 Reply Submission Vendor may provide a leasing option for software licensing, maintenance and implementation services annually or over an extended period of time.

3.27 Reply Certification Information

Reply Section 27 - Proposer shall submit the attached Reply Certification Page (Appendix C), signed, with either a corporate seal affixed or notarized.

3.28 Functionality Checklist

Reply Section 28 – Proposer shall submit the attached Functionality Checklist (Appendix E), signed, with either a corporate seal affixed or notarized.

3.29 Financial/Business Stability

Reply Section 29 - Vendor should submit the following financial statements:

❑ Current Fiscal year Balance Sheet and Income Statement prepared in accordance with generally accepted accounting principles. If the Financial Statements are not certified by an independent Certified Public Accountant, there should be a notarized statement certifying the accuracy of the financial information and signed by the Chief Financial Officer of the company.

❑ Balance Sheets and Income Statements for the prior two (2) Fiscal Years of operation, prepared in accordance with generally accepted accounting principles and certified by an independent Certified Public Accountant.

❑ If vendor is a Wholly-Owned Subsidiary, the above referenced financial information for the parent company should also be submitted.

❑ If vendor intends to be a Franchise, Partnership, LLP, LLC, C or S Corporation or joint venture, the above referenced financial information of the franchisee, each partner, each LLC/LLP member or each joint-venture should be submitted.

❑ A copy of the Company's last complete Federal Income Tax Return.

❑ If vendor intends to be a Sole Proprietorship, include the three (3) most recent personal Federal Income Tax Returns.

❑ Vendors are required to provide any contractual disputes as well as any litigation pending or closed against the company for active and pending litigation involving claims about work of a similar nature, or a sworn statement verifying under oath that there is no pending litigation involving claims about pending work of a similar nature, whether the work is completed or not.

❑ Any additional information considered pertinent to indicate the vendor's financial and operational capabilities. Responses to this ITN should be as brief and concise as possible. Only attach other information which is extremely relevant to your response to this ITN. The Clerk reserves the right to request additional information to be used for evaluating responses received from any or all vendors.

NOTE: The Clerk retains the right to disqualify from further consideration any vendor who fails to demonstrate historical and current existing financial stability sufficient in the view of the Clerk to perform the pending contract.

3.30   Sample Licensing and Maintenance Agreement

Reply Section 30 - To establish a complete and competitive reply, vendors must include a sample copy of a licensing and maintenance agreement with the understanding that the Clerk will utilize Clerk agreements with appropriate standard provisions, including embedded licenses with 3rd party vendors required for execution of the proposed JMS.

3.31   Ideal Computing Environment

Reply Section 31 - Each vendor must present the following information regarding the ideal computing environments for the JMS application package. Vendors should reference the Clerk's current technology environment listed in Section 1.11 and provide responses to best utilize current technology and existing staff knowledge and skills. Responses should include best estimates of sizing, potential limitations, and new equipment requirements specific to the Clerk's environment, and, in particular, potential limitations based on anticipated peak-time performance capabilities.

a. Hardware Environment. Describe the ideal hardware environment required to utilize the proposed JMS application. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths

and drawbacks (if any) of each.

b. Network Environment. Describe the ideal network environment required to utilize the proposed JMS application. In the event there is more than one suitable network configuration, list all options indicating the relative strengths and drawbacks (if any) of each.

c. Data Exchange Environment. Describe the ideal data exchange environment required to utilize the proposed JMS application. In the event there is more than one suitable data exchange configuration, list all options indicating the relative strengths and drawbacks (if any) of each.

d. Operating System. Identify the ideal operating system required by the JMS application in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

e. Database System. Identify the ideal database platform required by the JMS application in the ideal hardware and network environments recommended above. In the event there is more than one suitable database platform, list all options indicating the relative strengths and drawbacks (if any) of each.

f. Application Development Environment. Identify the ideal application development environment for the Clerk to develop local extensions to the JMS application in the environments recommended above that will be compatible with future JMS product releases by vendor. In the event there is more than one application development environment, list all options indicating the relative strengths and drawbacks (if any) of each.

g. End-User Reporting Environment. Identify the ideal end-user reporting environment supported by the vendor for use with the JMS system. In the event there is more than one suitable end-user reporting environment supported by the vendor, list all options indicating the relative strengths and drawbacks (if any) of each.

h. Data Warehouse Environment. Identify the ideal data warehouse system supported by the JMS application in the ideal environments recommended above. In the event there is more than one suitable data warehouse system, list all options indicating the relative strengths and drawbacks (if any) of each.

3.32   Third-Party Products/Services

Reply Section 32 - The vendor shall explicitly state the name of any third-party products or services, along with a description, that are part of the proposed solution to the Clerk's list of requirements. For each third-party product or service, there must be a statement about whether the vendor's license and support contract will encompass the third-party product or service and/or whether the Clerk will have to contract on its own for the license and support of the product or service.

Include a description of any products, features, or other value-added components available for use with the proposed JMS application that has not been specifically requested in this ITN. Consideration of these products, features, or other value added components will be given where these may be of value to the Clerk.

For each item in this section, describe how the vendor will support future versions of each, at what cost, and how the vendor intends to incorporate replacement products and/or services.

3.33   Licenses

Reply Section 33 - Specify the type and recommended number of licenses required in order to fulfill the scope requirements defined in (Section 1.6).

3.34   Maintenance Program

Reply Section 34 – For the Purchase option Specify the nature of annual renewal for post-implementation maintenance, support, and enhancement program provided by the vendor.

Vendors must submit written project descriptions detailing the vendor's past maintenance experience, schedules and accomplishments similar to the scope requirements defined in (Section 1.6).

3.35   Application Functionality Checklist

Reply Section 35- (Excel File) Vendors must provide responses to the technical and functional statements and/or questions included in the Application Functional Checklist. Vendors are reminded that a copy of the Excel file must be submitted via flash drive. Instructions for completing the Application Functionality Checklist are

located on the first tab of the spreadsheet. Each functional description must contain a vendor response.

3.36   Business Information Documents

Reply Section 36- Each vendor shall complete the attached Business Information Documents (Appendix D) referencing their type of business, i.e., Corporation, Partnership (General/Limited), Joint Venture, or Sole Proprietorship.

SECTION 4 – ATTACHMENTS

Attachment 1 - Sample Standard Contract Provisions for Licensing, Maintenance and Implementation

Attachment 2 - Right to Protest

Attachment 3 - Policy for Accepting Letters of Credit

Attachment 4- OSCA Guidelines for Submission, Checklist Criteria, Juror Pool Selection Plans

Attachment 1 - Sample Standard Contract Provisions for Licensing, Maintenance and Implementation

Contract for Implementation Services by and between
Clerk & Comptroller and Vendor Corporation

This contract (the "Agreement" or the "Contract"), Vendor Reference Number _____ and Clerk & Comptroller Contract number _____ between Vendor (hereinafter "Vendor"), authorized to do business in the State of Florida whose Federal I.D. is _____ and the Clerk & Comptroller, Palm Beach County having a place of business at 205 North Dixie Hwy, West Palm Beach, FL 33401 (hereinafter referred to as "Clerk" or "Customer").

1.   Agreement Definitions and Amendments
"You" and "your" refers to the Clerk, the entity that has executed this agreement and ordered services from Vendor Inc. ("Vendor"). Vendor acknowledges and agrees that Clerk is contracting for a system to service the Jury Management System needs of the Clerk, and that the Clerk is the intended beneficiary of this Agreement and shall be deemed to be the beneficiary of all obligations of the Vendor. Vendor will provide services to you under this agreement in accordance to the terms contained herein and the attached Exhibits and amendments to this Agreement if applicable. Amendments to this Agreement cannot vary any terms or conditions of this Agreement without clearly referencing the paragraph number that is being altered, changed or amended. The Jury Management System (JMS) system means the software modules to be implemented by Vendor as described in attached Exhibit "A" (one or more "Statement of Work" or "SOW") and Exhibit "B" ("Licensed Software and Functionality"), including modifications, configurations, and custom programming, as specified in the attached exhibits as well as all revisions or ordered customizations of the software.

2.   Term of Agreement
This contract commences upon execution by both Clerk and Vendor and terminates upon conclusion of the project. This agreement may be executed in parts and may be amended by written amendment signed by Clerk and Vendor.

3.   Types of Services and Licenses
As mutually agreed by the Parties and set forth in a Statement of Work to this Agreement, Vendor shall provide any professional or other services that may be requested by Clerk including consulting, design and build, implementation, hosting, integration, testing, development, custom programming, conversion, transition training and support and maintenance services as described in Clerk ITN 17-02 and the Vendor's response thereto (individually or collectively, the "Services"). Vendor shall also provide the licenses described in Sections 4 and 6 below. In reliance on the representations and warranties of Vendor as contained in its response to Clerk ITN 17-02, which are incorporated hereinto, including Vendor's BAFO, Clerk has retained Vendor to perform and Vendor has agreed to perform the Services and perform or cause to be performed or delivered the Services and Licenses set forth in this agreement and its attached exhibits.

4.   Services and Licenses

The Vendor's responsibility under this Contract is to provide, in accordance with the Scope of Work/Services, attached hereto as Exhibit A, the following:

1. Licenses: the Vendor shall provide a non-exclusive, royalty free, paid up license or licenses to use, maintain, improve and develop all software provided by Vendor, including software with the following functionality described in the ITN and Reply, as well as all standard functionality of the Vendor's standard software (the "Licensed Software") .

2. Services:
    a.   All implementation and integration services for the Licensed Software and as described in or necessary or useful for the operation of the functionality described in the ITN.
    b.   Maintenance and technical support for the Term, including all updates, versions, improvements, bug fixes and other changes made to the Licensed Software and Deliverables (collectively, "Updates"). Such maintenance and technical support shall include the integration of any Updates to the same extent and in the same manner as the original Licensed Software and Deliverables.
    c. Ongoing consulting. The Vendor shall provide reasonable additional Services at the Clerk's request and after the preparation and submission by the Vendor to the Clerk for approval of a Statement of Work for such Services in order to extend the capabilities of the Clerk's systems. If not otherwise provided, all such Services shall be provided at Vendor's most favorable rates.

All software, databases, materials, information and other products of the Services (including all Documentation and all Materials) shall be "Deliverables".

Exhibit A shall set out all costs and expenses, on a fixed fee basis, as well as milestones for the completion of critical stages of the project ("Critical Path Milestones"). Each payment installments shall be conditioned upon the Acceptance of a Critical Path Milestone.

5.   Performance of Services

Vendor agrees to perform the Services and provide the Licenses and Clerk agrees to compensate Vendor for its performance of the Services and provision of the Licenses in accordance to the terms of this contract and its exhibits. Vendor shall perform all of its obligations with respect to the Services and Licenses in accordance to performance standards, timetables and deliverables set forth in this agreement and the Exhibits thereto. Except as otherwise specifically set forth in this agreement Vendor shall furnish all labor, materials, equipment products, tools, transportation, supplies and other costs required to perform the services.

6.   License

Vendor hereby grants to Clerk a non-exclusive, perpetual, royalty-free, fully paid up license to use, maintain, improve and modify all Licensed Software, Know-How and all Deliverables either at facilities operated or maintained by Clerk, the County or the Courts or in connection with obtaining services which are contracted or managed by the Clerk, County or Courts. Clerk's agents, assignees, employees and contractors may use the Deliverables for such purposes as are appropriate for Clerk, County, and Court functions and operations, including further system maintenance and integration.   It is the intent of the parties that upon completion of the project, Clerk will have a perpetual, non-exclusive, non-assignable, royalty free license to use, maintain, modify and develop

anything developed or delivered by Vendor under this agreement. Vender and Clerk shall enter into a standard form Iron Mountain source code escrow agreement, which shall provide for the release of all source code for the Licensed Software and Deliverables to Clerk upon the breach or termination of this Agreement by Vendor. Clerk shall, upon release of source code, have a perpetual, royalty free, and fully paid up license to use such source code (either directly or through any contractors or agents) to use, support, maintain and develop the Clerk's systems. Vendor shall update all source code deposits not less frequently than quarterly.

7.   Baseline Functionality

As part of the JMS system, Vendor shall provide to Clerk all of the functionality that is included in the base product or products, as more specifically described in the attached Exhibit "B", and in Vendor's response to the ITN for Implementation Services, ITN No. 17-02, including Vendor's Best and Final Offer ("Vendor's BAFO") for services. Both Vendor's response to ITN No. 17-02 and Vendor's BAFO are incorporated herein by reference. Said functionality described in attached Exhibit B is considered implementation of baseline product and is a part of and within the scope of this project, subject to any specific exceptions set forth in this agreement, for a fixed fee as set forth in Exhibit "A". Exhibit "B" shall be updated upon execution of any subsequent license agreement to reflect the full functionality of all Licensed Software.

8.   General Criteria for the Performance of Services; Documentation

Vendor shall perform the Services and provide the Licensed Software and Deliverables in a manner that shall: (a) avoid any adverse impact on the business, operations, financial condition and/or prospects of Customer; (b) not degrade the services then being received by Customer from other Third Parties or provided internally by Customer and (c) fully document the Services performed in a manner sufficient to permit another party to review, rework or repair the Licensed Software and Deliverables. Prior to undertaking any Services-related activity or task, Vendor shall discuss with Customer all known material risks and shall not proceed with such activity or task until Customer is satisfied with the plans with regard to such risks (provided, however, that, neither Vendor's disclosure of any such risks to Customer, nor Customer acquiescence in Vendor's plans, shall operate or be construed as limiting Vendor's responsibilities under this Agreement). Vendor shall identify and resolve any problems that may impede or delay the timely completion of each task in the SOW that is Vendor's responsibility and shall use its best efforts to assist Customer with the resolution of any problems that may impede or delay the timely completion of each task in the SOW that is Customer' responsibility.

9.   Compatibility and Interoperability.

As part of the Services, Vendor shall ensure that all Customer computer, internet and data systems ("Customer Systems") shall be successfully integrated, interfaced and compatible with the Services, Licensed Software, and Deliverables and that adequate and appropriate (as determined by Customer) architectural functions and structural integration exists between and among Customer Systems and the Services, Licensed Software, and Deliverables such that the Services, Licensed Software and Deliverables have the capability to communicate, execute programs or transfer data seamlessly with the Customer Systems and those served by the Courts. Further, Vendor shall use its best efforts to ensure that the Services, Licensed Software, and/or Deliverables shall not adversely affect the Customer Systems, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or similar measures. The requirements of this Section 9 (Compatibility and Interoperability) shall be referred to as the "Interoperability Requirements".

10.   API Development and Modifications

As required by Customer in order to meet the Interoperability Requirements, Vendor shall develop such application program interfaces or other access vehicles (i.e. web services) or methodologies ("APIs") to provide reasonable interoperability with other software in use by the Clerk and such APIs shall be considered Deliverables hereunder and will be provided pursuant to Section 6 (License). If an API problem occurs, or if a modification to an API is required, Vendor agrees that it will cooperate with all applicable Third Parties to modify the API as necessary so that the API performs in accordance with the applicable specifications set forth in the ITN or developed pursuant to this Agreement (the "Specifications") and any documentation provided with the API. If an API modification is required because of a Third Party system change or problem, Vendor shall implement such modification pursuant to a Statement of Work or, in the event such modification relates to an existing Statement of Work, such modification shall be implemented in accordance with the Change Order procedure described in Section 19 (Changes in Scope of Work and Change Orders). If such modification is required due to a failure of the Vendor portion of the API to operate in accordance with the applicable Specifications or documentation, Vendor shall implement such modification at no additional cost or expense to Customer.

11.   Know-How Transfer; Documentation

During the Term of this Agreement, during the course of performance of the Services, Vendor shall, at no additional cost to Customer, transfer knowledge, ideas, concepts, information and the like regarding the Services. Licensed Software, and Deliverables in order that Customer shall become self-reliant with respect to the day-to-day operation and provision of the Services, Licensed Software, and Deliverables and will be able to develop and implement all necessary interfaces between the Services, Licensed Software, and Deliverables and Customer' Systems (collectively, "Know-How"). The transfer of Know-How may include attendance by Customer-designated employees at Vendor's training programs that relate to the Services, Licensed Software and/or Deliverables. In addition, Vendor's transfer of Know-How shall include information and/or programs, tools and other materials, which may include knowledge relating to the following: (a) data files, file and data definitions and relationships, data definition specifications, data models, interfaces, program architecture, program structure, sequence and organization, screen displays, reference and user manuals, design and functional specifications relating to the Services and/or Deliverables; (b) maintenance, support utilities and tools relating to the Services, Licensed Software, and/or Deliverables; (c) security requirements and methodologies relating to the Services, Licensed Software and/or Deliverables; and (d) such other material to which the Parties mutually agree in writing. Vendor shall provide Clerk with a full set of Documentation for the Deliverables and the Licensed Software. Documentation for the Licensed Software and Deliverables will be sufficient to (i) permit the ongoing training of clerical end user to access and utilize all functionality of the Licensed Software and the Deliverables; (ii) permit the internal technical staff to provide internal support for the Licensed Software and Deliverables; and (iii) permit a reasonably skilled service provider to review, rework and repair all Licensed Software and Deliverables.

12.   Service Level Commitment and Reporting

Vendor commits to perform the Services and provide the Licensed Software and Deliverables in accordance with the Service Levels as set forth in the applicable Statement of Work. Vendor shall provide monthly reports to Customer regarding its performance relative to the Service Levels. If Vendor fails to meet a Service Level in a month, Vendor shall: (a) report that failure to Customer; (b) promptly investigate the causes of the problem (c) prepare a report identifying the causes and the methods to be used by Vendor to correct the problem and prevent a recurrence; (d) take

commercially reasonable actions necessary to correct the problem and begin meeting the Service Levels as soon as practicable; (e) advise Customer of the status of the remedial efforts being undertaken with respect to such problem; and (f) if requested by Customer due to the nature of the problem or its recurrence, make available for meetings and consultation with Customer those personnel within Vendor who are the recognized experts with respect to the problem. Vendor shall utilize the necessary measurement and monitoring tools and procedures to measure and report Vendor's performance of the Services and provision of the Licensed Software and Deliverables against the applicable Service Levels to Customer on a monthly basis. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Service Levels, and shall be subject to audit by Customer in accordance with Section 66 (Access and Audits) of this Agreement.

13.   Service Level Credits. Vendor recognizes that its failure to meet the Service Levels may have a material adverse impact on the business and operations of Customer and that the damage from Vendor's failure to meet a Service Level may not be precisely determined. Accordingly, in the event that Vendor fails to meet a Service Level, then, in addition to the remedies for breach available to Customer under this Agreement, in equity or at law, Customer shall receive a "Service Level Credit" either as specified in the applicable Statement of Work or, if not so specified, equal to the number of days during which there was a material adverse impact divided by the total number of days in the month multiplied by the total amount payable to Vendor with respect to support and maintenance for such month. Vendor shall not be required to pay Service Level credits to the extent that failure to meet Service Levels is caused solely by the actions of Customer.

14.   Included Services
If any services, functions or responsibilities not specifically described in this Agreement and/or the applicable Statement of Work are an inherent, necessary or customary part of the Services, Licensed Software or Deliverables, or are required for proper performance or provision of the Services, Licensed Software or Deliverables in accordance with this Agreement and/or the applicable Statement of Work, they shall be deemed to be included within the scope of the Services to be delivered for the Fees, as if such services, functions or responsibilities were specifically described in this Agreement, unless such services, functions or responsibilities are expressly excluded in this Agreement or designated in a writing approved by Customer to be the responsibility of Customer. Except as otherwise agreed in writing by the Parties as a Customer responsibility, Vendor shall procure or otherwise provide, at Vendor's cost and expense, all Vendor Personnel with the hardware, software, network facilities and the other materials, resources and items required to provide the Services and otherwise perform its obligations under this Agreement.

15.   Services Evolution
Throughout the Term, Vendor will seek to improve the quality, efficiency and effectiveness of the Services, Licensed Software and Deliverables to keep pace with advances or improvements in business processes or technology, and support Customer' efforts to maintain its competitiveness in the markets in which it competes. Vendor will do this by: (a) identifying and applying best practice techniques and methodologies in performing and providing the Services; (b) training Vendor Personnel in new techniques, methodologies and technologies used generally within Vendor's organization or the IT services industry and approved by Customer for use in the Services; (c) training Vendor Personnel in new techniques, methodologies and technologies used within Customer' organization, or used generally in the IT services industry; and (d) making investments to maintain the currency of the processes, methodologies, tools, infrastructure and other resources used by Vendor to provide the Services.

16.   Right to In-Source and Re-Source the Services

Customer has the right to perform itself, or retain Third Parties to perform, any of the Services, produce any of the Deliverables, and to integrate additional systems with the Licensed Software. To the extent Customer performs any of the Services, produces the Deliverables, or integrates additional systems itself, or retains Third Parties to do so, Vendor shall cooperate with Customer or such Third Parties, which cooperation shall include: (a) providing access to the facilities being used by Vendor to provide the Services (as necessary for Customer or a Third Party to perform its work); (b) providing access to the systems and source code involved in providing the Licensed Software and Deliverables; (c) providing or obtaining such licenses as may be necessary, and (d) providing such information regarding the business processes and methodologies, system constraints and other operating parameters as a person with reasonable commercial skills and expertise would find reasonably necessary for Customer or a Third Party to perform its work. Third Parties retained by Customer shall comply with Vendor's reasonable security and confidentiality requirements and with Vendor's reasonable work standards, methodologies and procedures, as these have been provided by Vendor in writing.

17.   Substitution or Change of Deliverables

If requested in writing and made a part of this contract by Exhibit, the parties may substitute the deliverables, services and tasks described in the attached Exhibits "A" and "B" for new deliverables, services or tasks that are reasonably and substantially equivalent and there shall be no adjustment to the fee unless mutually agreed upon by the parties.

18.   Invoicing and Fees for Services

All fees, costs and expenses in this agreement are in US dollars.   All fees, costs and expenses payable to Vendor are due according to the terms of this Contract and attached Exhibits. Vendor will invoice the Clerk for services rendered under this contract in accordance to the attached exhibits. Payments for implementation services will be deliverable based with retention per deliverable and final release of retention following successful implementation of the fully functioning Jury Management System in the go-live environment. Adequate records to justify all charges, expenses, and costs incurred in performing the work must be attached to the invoices.   Before being submitted to the Clerk, the invoices must be reviewed and approved by Clerk's Project Director/Manager, indicating that services were rendered in conformity with the Contract. Invoices will normally be paid within thirty (30) calendar days following the Clerk's approval.

19.   Changes in Scope of Work and Change Orders

If either Party believes that a change (whether in the processes, procedures, standards, Service Levels, time frames, costs or deliverables) is necessary or desirable, such Party shall submit a written change request to the other Party (a "Change Request"). Vendor represents to Customer that it has factored into Vendor's fee adequate contingencies for a reasonable level of change orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of a substantial deviation from the scope of the SOW, Vendor shall provide Customer with written notification of such deviation within five (5) business days after receipt of the Change Request.

Change Response. In the event of a Customer-initiated Change Request, within five (5) business days of Vendor's receipt of such Change Request, Vendor shall provide to Customer a written statement describing in detail: (a) the impact on any Customer System performance, if any, and the modifications

to the Customer System that will be required as a result of the Change Request including changes in Services and/or Deliverables; (b) the effect of the Change Request on the applicable SOW plans and tasks including any impact on any Critical Path Milestone dates; and (c) an estimate of the cost to implement each Change Request (collectively, the "Change Response"). If Vendor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response. Customer shall accept or reject any Change Response or Vendor-initiated Change Request, as applicable, within five (5) business days after receipt of same from Vendor.

Change Order. If Customer accepts a Change Response or Vendor-initiated Change Request in writing, such Change Response, together with Customer' Change Request, or such Vendor-initiated Change Request, shall be deemed to be a "Change Order" and shall become part of this Agreement and the applicable Statement of Work. If Customer rejects Vendor's Change Response or Vendor-initiated Change Request, Vendor shall proceed to fulfill its obligations under this Agreement and the applicable Statement of Work. Without first obtaining Customer' prior written approval in accordance with the Change Order procedures set forth in this Section 19 (Changes in Scope of Work and Change Orders), which approval Customer may withhold in its sole discretion, Vendor shall make no change which may: (a) increase Customer' total cost of the Services and/or Deliverables; (b) require changes to Customer' Systems, facilities, software, utilities, tools or equipment; (c) require Customer to install a new version, release, upgrade of or replacement for, any software or equipment or to modify any software or equipment; (d) have an adverse impact on the functionality, interoperability, performance, security, accuracy, speed, responsiveness, quality or resource efficiency of the Services and/or Deliverables; (e) have an adverse impact on the schedule for and the delivery of services and/or products by Customer to its clients and customers; or (f) violate or be inconsistent with the Customer Policies and/or applicable Laws.

20.   Delays
 If Customer reasonably determines that Vendor is likely to fail to meet a Critical Path Milestone and/or the Interoperability Requirements, or if Vendor has failed to meet a Critical Path Milestone and/or the Interoperability Requirements, then in addition to any other rights and remedies that may be available to Customer as provided in this Agreement and/or the applicable Statement of Work, at no additional cost or expense to Customer and at Customer' option, Vendor shall provide to Customer all necessary additional Vendor Personnel to accelerate performance as may be required or necessary to meet the Critical Path Milestone and/or the Interoperability Requirements or, if Vendor has already failed to meet one (1) or more Critical Path Milestones and/or the Interoperability Requirements, complete the Critical Path Milestone and comply with the Interoperability Requirements within a re-adjusted time frame established by Customer. In addition to the foregoing, and subject to the terms of Section 34 (Termination/End of Agreement), Customer shall be entitled to withhold any and all payments due from Customer to Vendor until such Critical Path Milestone and/or the Interoperability Requirements are achieved.

21.   Status Meetings and Reports
On the dates and at the locations specified in the SOW, and in any event no less than monthly, the Vendor SOW Manager and other Key Personnel, the Customer SOW Manager, other appropriate representatives of the Parties and any necessary Third Parties shall meet at a Customer-designated site or by telephone conference, as determined by Customer, to discuss the status of each SOW, the development or implementation of any individual tasks within each SOW and any difficulties or issues that may exist, including personnel issues and any proposed changes to any Critical Path Milestones and/or changes to any date or other item set forth in the applicable SOW. The Parties

acknowledge that any change of a Critical Path Milestone date shall require a mutually agreed Change Order. Vendor shall keep minutes of all status meetings in form and substance reasonably satisfactory to Customer, and Vendor shall issue copies of the minutes to all meeting attendees within forty-eight (48) hours of each meeting. At least five (5) business days before each status meeting, Vendor shall present to Customer a written report of the status of each SOW in substantially the form attached as Schedule 2.5 (SOW Status Report). The report shall include a summary, in such detail as Customer shall reasonably request, of: (a) the accomplishments and difficulties encountered during the prior reporting period; (b) suggestions and proposed actions for dealing with and resolving any identified difficulties and the anticipated results during the next reporting period; (c) a comprehensive and consolidated log of all outstanding SOW-related problems identified by Customer and Vendor that remain to be resolved; and (d) if applicable, identification of any Customer or Third Party delays or other circumstances that Vendor claims have impacted or will impact its ability to meet any Critical Path Milestone. Customer shall have the right to assume that Vendor does not know of any problems, difficulties and/or issues that may have an adverse impact on the SOW (whether from a timing, cost or performance standpoint) unless Vendor specifically identifies such problems, difficulties or issues in its written SOW Status Reports.

22.   Test Plan

Vendor shall be responsible for testing the Services, Deliverables and/or Licensed Software, of components thereof, as applicable, in accordance with a test plan to be developed by Vendor at the direction of Clerk (the "Test Plan"), which Test Plan will incorporate testing methodologies to confirm that the Services, Licensed Software and/or Deliverables, or components thereof, as applicable, operate in accordance with this Agreement and the applicable Documentation, Specifications, Service Levels, Interoperability Requirements and Performance Standards (and any failure of the Services, Licensed Software and/or Deliverables to meet any element of these requirements shall be a "Defect") , in each case based on anticipated peak demand requirements. The Test Plan will be developed in accordance with the time frame specified in the applicable SOW, and the date to complete development of the Test Plan shall be a Critical Path Milestone. In addition to the above, each Test Plan shall describe the exact scope, methodologies and procedures (including expected performance results) for testing the Services, Licensed Software and/or Deliverables, or components thereof. When approved by Customer in writing, the Test Plan will be attached to the applicable Statement of Work. Customer may modify or amend the scope, methodologies and procedures for executing the testing process to include additional testing criteria as may be reasonably necessary to conduct the testing in accordance with the Change Order process set forth in Section 19 (Changes in Scope of Work and Change Orders).

Pre-Live Testing. Pre-live testing for the Services, Licensed Software, and/or Deliverables, or components thereof, as applicable ("Pre-Live Testing") shall commence on the date specified in the applicable SOW, including the execution of the test suites as provided for in the applicable Test Plan. If any Defects in the Services, Licensed Software and/or Deliverables, or components thereof, are discovered as a result of Pre-Live Testing, Vendor shall promptly correct such Defects. When all Defects identified during Pre-Live Testing have been corrected, Customer shall give Vendor written notice thereof and the Services, Licensed Software and/or Deliverables, or components thereof, shall thereafter be ready for Live Testing.

Live Testing. Following successful completion of all Pre-Live Testing, Customer shall have the period specified for Live Testing in the applicable Statement of Work ("Live Testing Period") to test the Services, Licensed Software and/or Deliverables, or components thereof, under actual, everyday operating conditions to assess whether such Services, Licensed Software and/or Deliverables, or

components thereof, operate in accordance with the applicable Documentation, Specifications, Service Levels and Performance Standards ("Live Testing"). In the event any Defects in the Services, Licensed Software and/or Deliverables, or components thereof, are discovered during the Live Testing Period, Customer shall report such Defects to Vendor, and Vendor shall promptly correct all Defects in the Services, Licensed Software and/or Deliverables, or components thereof. Upon Vendor's receipt of notice from Customer of any Defects, the Live Testing Period (but not Customer' use of the Services and/or Deliverables, or components thereof) shall be suspended temporarily and shall recommence upon Vendor's receipt of written notice from Customer that such Defects have been corrected; provided, however, that Customer shall in no event have less than fifteen (15) days to verify any correction provided by Vendor. Subject to the terms of Section 23 (Acceptance), such process shall repeat as often as necessary until all Defects have been corrected. Successful Live Testing shall occur when the Services, Licensed Software and/or Deliverables, or components thereof: (a) has been operating for the Live Testing Period and all material Defects have been corrected; and (b) has been operating during the last ten (10) days of the Live Testing Period without experiencing any material Defects. Nothing herein shall restrict the Clerk's ability to utilize such additional testing procedures as it determines appropriate, and Vendor shall cooperate with Clerk in carrying out any desired testing procedure.

23.   Acceptance
"Acceptance" for the applicable Services, Licensed Software and/or Deliverables, or components thereof, shall occur only when: (a) Vendor has corrected, to Customer' satisfaction, all material Defects identified by the Parties during testing; (b) Vendor has provided to Customer all Services, Licensed Software and/or Deliverables, or components thereof, required to be provided to Customer pursuant to the applicable Statement of Work, and each of the Parties has completed all tasks required to be completed by such Party that are identified by the Parties as a pre-condition to Customer' acceptance; and (c) either (i) Customer notifies Vendor in writing that all testing for the Services, Licensed Software, and/or Deliverables, or components thereof, as applicable, has been completed successfully in accordance with the terms of this Section 23 (Acceptance) and the applicable Statement of Work and that the requirements of subsections (a) and (b) above have been satisfied to Customer' satisfaction, or (ii) Vendor provides to the Customer SOW Manager a written notice of completion stating that Vendor believes all testing for the Services, Licensed Software and/or Deliverables, or components thereof, has been completed successfully in accordance with the terms of this Section 23 (Acceptance) and the applicable Statement of Work and that the requirements of subsections (a) and (b) above have been satisfied, unless Customer provides Vendor with notice to the contrary within fifteen (15) days following the date of receipt by the Customer SOW Manager of Vendor's written notice of completion, in which case Acceptance shall not occur and the Parties shall continue the applicable testing in accordance with this Section 23 (Acceptance). With respect to Statements of Work involving more than one phase or rollout, the testing and acceptance process may be conducted on a per-phase/rollout basis, with final Acceptance occurring only upon successful completion and acceptance of each phase/rollout, as mutually agreed by the Parties and set forth in the applicable Statement of Work. Nothing else, including Customer' use of the Services, Licensed Software, and/or Deliverables, or any components thereof, in a live, operational environment, shall constitute Acceptance (under applicable state contract law, the Uniform Commercial Code (UCC) or the Uniform Computer Information Transactions Act (UCITA), as adopted by any state) of any portion of the Services, Licensed Software and/or Deliverables, and/or the applicable Statement of Work.

Failure to Achieve Acceptance. In the event Acceptance is not achieved within ninety (90) days following commencement of Live Testing, Customer shall have the right to declare an Event of Default

and seek the rights and remedies available to it under Section 34 (Termination/End of Agreement). Without limiting the foregoing, the Parties hereby acknowledge and agree that, upon the occurrence of such event with respect to the Statement of Work, Customer shall be entitled to a full refund of any and all fees, expenses and amounts paid to Vendor in connection with or related to the applicable SOW.

Post-Acceptance Correction of Defects.   Vendor shall correct any Defects in the Services and/or Deliverables, or any components thereof, and correct or cause to be corrected any Defects in the Licensed Software, remaining to be corrected following Acceptance under the applicable Statement of Work.

24.   Ownership
Vendor shall retain ownership of all Licensed Software subject to the rights and licenses granted herein. Vendor shall obtain no right or interest in any information or data provided to it by Clerk, and all such information or data shall continue to be owned by Clerk or as otherwise provided by law.

25.   Warranties
Deliverables and Licensed Software Functionality and Performance. Vendor represents and warrants to Customer that the Deliverables and Licensed Software provided under this Agreement shall , for the period of time specified in the applicable Statement of Work or, if no time frame for a warranty is specified therein, for the greater of one (1) year from the date of Final Acceptance and System Go-Live, as defined in Exhibit A, or for so long as the Clerk maintains support and maintenance through the Vendor (the "Warranty Period"), : (a) contain the functionality specified under the ITN and this Agreement and in the applicable Documentation, Specifications, Service Levels and Performance Standards;   and (b)operate without Defect in accordance with the ITN, this Agreement and the applicable Documentation, Specifications, Service Levels, Interoperability Requirements and Performance Standards. Vendor further represents and warrants that Deliverables and Licensed Software shall perform in accordance with the purposes for which the Deliverables and Licensed Software were designed and intended to be used by Customer (as such intended use is generally described in the Vendor Proposal and in the applicable Statement of Work), it being acknowledged and agreed that Customer selected Vendor to provide the Deliverables and Licensed Software based, in part, on Vendor's representations that the Deliverables and Licensed Software are capable of meeting Customer' needs. Vendor shall correct, at no additional cost or expense to Customer, any failure of the applicable Deliverables or Licensed Software to operate in accordance with the warranties set forth above. If additional software, equipment and/or services are required to remedy the failure, Vendor shall provide to Customer, at no additional cost or expense to Customer, the additional software, equipment and/or services required for the Deliverables and Licensed Software to operate in accordance with the warranties set forth above. In the event Vendor is unable to correct such failure within thirty (30) days after receiving notice thereof, an Event of Default shall be deemed to have occurred. This warranty shall survive the expiration or termination of this Agreement for the applicable Warranty Period.

26.   Representations and Warranties on Performance of the Services
Vendor represents and warrants to Customer that Vendor has the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement. Vendor has had an opportunity to do adequate diligence with respect to Customer's needs and the requirements of the ITN, and has determined that the Licensed Software, Services and Deliverables will meet the Customer's needs as described therein. Without limiting the generality of the foregoing, Vendor represents and warrants to Customer that: (a) all Services provided under this Agreement

shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance; and (b) other than the applicable fees set forth in Exhibit A, no additional cost or expense shall be required of Customer in order for Vendor to be able to provide the Services, Licensed Software and Deliverables as required under this Agreement.

27.   Intellectual Property Warranties

Vendor represents and warrants to Customer that the Services Licensed Software, and Deliverables and Customer' use of the Services, Licensed Software and Deliverables, either alone or in combination with other Services, Licensed Software, or Deliverables, , and that the combination of any of   Services, Deliverables, and Licensed Software, does not and shall not infringe upon any Intellectual Property Rights of any Third Party, and there is currently no actual or threatened suit against Vendor by any Third Party based on an alleged violation of such Intellectual Property Rights.   This warranty shall survive the expiration or termination of this Agreement.

28.   No Violation of Laws

Vendor represents and warrants to Customer that Vendor is not, and covenants that it shall not be, in violation of any Laws to which it is subject, and has not failed, and shall not fail, to obtain any licenses, permits, franchises or other governmental authorizations necessary for the performance of the Services, ownership of its properties or the conduct of its business, which violation or failure, either individually or in the aggregate, might adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder. Vendor further represents and warrants that it is compliant with all applicable anti-money laundering laws, including the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including Executive Order 13224.   Vendor further represents and warrants that it is not owned or controlled by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control. Vendor agrees that it will notify Customer immediately in writing of the occurrence of any event which renders the foregoing warranties and representations incorrect.

29.   Disabling Code

Vendor represents and warrants to Customer that the Licensed Software and Deliverables do not contain and will not receive from Vendor's data transmission via modem or any other Vendor medium any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise interfere with the Licensed Software, Deliverable's or other Clerk systems' operations or make the Licensed Software or Deliverables or other Clerk systems incapable of being used in the full manner for which they each were designed and created (collectively, a "Disabling Code"). In the event a Disabling Code is identified, Vendor shall take all steps necessary, at no additional cost or expense to Customer, to: (a) restore and/or reconstruct any and all Confidential Information and data lost by Customer as a result of such Disabling Code; (b) repair any Clerk systems affected by such Disabling Code; (c) furnish to Customer a new copy of the Licensed Software or Deliverables without the presence of Disabling Codes; and (d) install and implement such new copy of the Licensed Software or the Deliverables. This warranty shall survive any expiration or termination of this Agreement until Customer discontinues its use of the applicable Licensed Software and Deliverables.

30.   Warranties on Open Source Code

Unless otherwise agreed by the Parties in writing, Vendor represents and warrants to Customer that the Deliverables and Licensed Software provided pursuant to this Agreement shall not contain any "Open Source". For purposes of this Agreement, "Open Source" means any software code that: (a) contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such software code be (i) disclosed or distributed in Source Code or Object Code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source includes, but is not limited to, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (B) the Artistic License (e.g., PERL); (C) the Mozilla Public License(s); (D) the Netscape Public License; (E) the Berkeley software design (BSD) license including Free BSD or BSD-style license; (F) the Sun Community Source License (SCSL); (G) an Open Source Foundation License (e.g., CDE and Motif UNIX user interfaces); (H) the Apache Server license; and (I) any licenses listed at www.opensource.org/licenses.

31.   Warranties on Legal and Corporate Authority

Vendor represents and warrants to Customer that: (a) Vendor is a _____ [corporation], and is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) Vendor has all necessary rights, powers and authority to enter into and perform this Agreement and to grant the licenses set forth herein, and the execution, delivery and performance of this Agreement by Vendor have been duly authorized by all necessary corporate action; (c) the execution and performance of this Agreement by Vendor shall not violate any Law and shall not breach any agreement, covenant, court order, judgment or decree to which Vendor is a party or by which it is bound; and (d) Vendor has, and promises that it shall maintain in effect, all governmental licenses and permits necessary for it to provide the Services, Licensed Software and/or Deliverables contemplated by this Agreement. Vendor further represents and warrants to Customer that Vendor owns or leases and promises that it shall own or lease, free and clear of all liens, claims, encumbrances or demands of Third Parties, all right, title and interest in and to the tangible property and technology and the like that Vendor intends to use or uses to provide the Services, Licensed Software and/or Deliverables, and in and to the related Intellectual Property Rights, or has received appropriate licenses, leases or other rights from Third Parties to permit such use. These warranties shall survive the expiration or termination of this Agreement.

32.   Warranty on Functionality and Acceptance Criteria

Vendor represents and warrants that the Services and all other deliverables furnished hereunder by Vendor will: (i) meet the acceptance or completion criteria set forth in Exhibits A and B, Vendor's response to the Clerks ITN number xxx and any subsequent clarifications contained in Vendor's BAFO, or in any change orders; (ii). be free from any material defects, (iii) with regard to any change orders, customizations, modifications made to the system as part of his contract, perform in accordance to the technical, functional or other requirements set forth in said change order.

Said warranty extends for period ending 12 months (one year) from date of Final Acceptance and System Go-Live as described in the attached Exhibit A. Under the provisions of this warranty, in the event that the implementation of one software functional component causes errors in another software

component, Vendor shall be obligated to remedy the error in one or all software components as required.

33.   Vendor Indemnity

(A)   The Vendor shall indemnify, defend and hold the Clerk, including its affiliates, employees, representatives, agents, attorneys, successors and assigns (collectively, "Indemnified Parties") harmless from and against, and shall pay, any and all losses sustained or incurred by any of the Indemnified Parties, based upon, relating to, arising from or pertaining to (i) any allegation that the Services, Deliverables, Licensed Software, or any information, design, specification, instruction, software, data, or material or component thereof, furnished by Vendor and used by the Clerk in its normal course of business ("Material"), either alone or in combination with other Services, Deliverables, or Licensed Software, and that the combination of any of Services, Deliverables and Licensed Software, infringes its intellectual property rights; (ii) any computer data loss, security breach, or violation of the rights of any person to maintain information in private, any improper disclosure, misuse and/or theft of Clerk Confidential Information; any introduction of Disabling Code in the indemnified party's systems, environment or networks; or any other breach of the Vendor's obligations relating to the security of the Clerk's systems and the privacy of the data stored thereon; (iii) any actual or alleged bodily injury or death, damage to personal or real property; (iv) any incomplete or untrue representation or warranty set forth herein; (v) any violation of Applicable Law by the Vendor; (vi) any claims by third party contractors to the Vendor; or (vii) any breach of this Agreement.

(B)   In the event of any claim for indemnification under this Section, the Clerk shall notify Vendor promptly in writing after the Clerk receives notice of the claim or loss; give Vendor reasonable control of the legal defense and settlement negotiations in any action relating to any claim, provided that Vendor explicitly assumes in writing all costs and expenses arising from such action; and give Vendor reasonable information, authority, and assistance Vendor needs to defend against or settle a claim in any such action, provided, however, that the failure to provide notice or support shall not relieve Vendor of its indemnification obligations except to the extent such failure prejudices the Vendor's case.

34.   Term and Termination/End of Agreement

Unless terminated as provided below, this agreement shall remain in place through the seventh anniversary of the date of execution (the "Term"), provided that the Clerk may, at its options, extend the term for up to three additional years.

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, the other party may terminate all or a part of the affected services. If services are ended as specified in the preceding sentence each must pay within 45 days all amounts which are due and undisputed provided there is no default in any other provision of the contract, including the obligations concerning the winding-up and transferring of work, and transfer of deliverables completed, as contained in this paragraph. This includes all sums remaining unpaid for services performed by Vendor to date, excluding any payment for services, costs or fees which relate to any license agreement which was ended by Vendor as a result of an infringement claim. This payment within 45 days also includes sums due Clerk pursuant to the Indemnification section above. The Clerk and Vendor may agree to extend the 45 day period provided the breaching party continues reasonable efforts to cure the breach. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, warranty and others which by their nature are intended to survive.

Termination for Convenience. Upon the provision of thirty (30) days prior written notice to Vendor, Customer shall have the right to terminate without cause any Statement of Work and Vendor

shall discontinue its Services with respect to such Statement of Work. In such event, Customer shall be obligated to pay to Vendor the cost of any Services already provided by Vendor but not paid by Customer, pro-rated as appropriate for any fixed-fee SOW, and the cost of the actual out-of-pocket expenses incurred by Vendor, in each case as of the date of Vendor's receipt of Customer' written notice of termination. Except as set forth in this Section 34 (Termination/End of Agreement) with respect to a Termination for Convenience: (a) Customer shall in no event be required to pay any other fees, costs or expenses to Vendor with respect to any such termination; and (b) Customer shall have no further liabilities or obligations to Vendor under this Agreement.

Vendor will use reasonable efforts to mitigate fees, expenses and costs in the event of such termination. Termination of this contract, both with and without cause, may include termination of all exhibits or amendments as specified in the termination notice. The Clerk shall not be responsible to Vendor or any of its subcontractors for lost profits because of a termination of this contract.

After receipt of a Termination Notice, except as otherwise directed by the Clerk, in writing, Vendor shall:

1. Stop work on the date and to the extent specified by Clerk.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work including deliverables and documentation, and other materials related to the terminated work to the Clerk.
4. Continue and complete all parts of the work which have not been terminated.
5. Assist Clerk or any successor vendor in transferring all necessary Know-How and technology.

35.   Fees, Taxes, Expenses
All fees and expenses are payable to Vendor are due as set forth in Exhibit A.

The Clerk is exempt from payment of Florida State Sales and Use Taxes. The Clerk will sign an exemption certificate submitted by Vendor. Vendor shall not be exempted from paying sales tax to its suppliers for any materials used to fulfill contractual obligations with the Clerk, nor is Vendor authorized to use the Clerk's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own withholding and other employment taxes with respect to this Contract.

36.   Retainage
Clerk shall retain fifteen percent (15%) of the payments otherwise due Vendor for each deliverable under each implementation phase and will release same upon Final Acceptance and System Go-Live of the OR system as set forth in this contract and the attached Exhibit "A". Vendor shall forfeit one-third of such retainage upon any failure to meet the System Go-Live deadline, and an additional one-sixth of such retainage for each additional ten (10) days by which the Vendor fails to meet the System Go-Live deadline.

37.   Events of Default
Vendor and Customer acknowledge and agree that the following shall constitute events of default ("Events of Default") and that the occurrence of one (1) or more of such Events of Default shall constitute a material breach of this Agreement which shall allow a Party, as applicable, to seek the rights and remedies

set forth in this Section 37 (Events of Default). Except as set forth in this Section 37 (Events of Default): (a) Customer shall in no event be required to pay any other fees, costs or expenses to Vendor with respect to any such termination; and (b) Customer shall have no further liabilities or obligations to Vendor under this Agreement.

Vendor's failure to achieve a Critical Path Milestone, Transition Milestone or to deliver a key Deliverable to Customer within the time frame specified in the SOW; in no event shall such failure be subject to a cure period.

Failure of Vendor to complete successfully any testing or re-testing or failure of a SOW to achieve SOW Acceptance, and in no event shall such failure be subject to a cure period.
Unless different criteria are set forth in the applicable SOW, Vendor's failure to meet any Service Level: (a) in any one (1) month to such an extent as to adversely affect in a material manner Customer' ability to perform a critical business function; (b) for two (2) consecutive months; or (c) for three (3) months out of any consecutive six (6) month period, and in no event such any such failure be subject to a cure period.

Vendor's material breach of any representation or warranty set forth in this Agreement or in any Statement of Work, provided that such breach, within thirty (30) days following receipt of written notice of such breach (or such other cure period as may be specifically provided herein). Vendor's failure to maintain insurance coverage as specified in Section 62 (Insurance), provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

Failure of Vendor to perform any other material obligation under this Agreement and/or a Statement of Work, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

Customer' intentional and willful material breach of Vendor's intellectual property rights as set forth in Section 24 (Ownership) that is not cured within forty five (45) days following receipt of written notice of such breach.

Customer' failure to timely pay any undisputed amount owed to Vendor, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

38.   Rights and Remedies of Vendor Upon Default of Customer
Upon the occurrence of an Event of Default that is not cured within 30 days of notice by or with respect to Customer, Vendor shall be entitled to: (a) discontinue performance of all obligations under the affected Statement(s) of Work (except to the extent the parties agree to continue partial performance); (b) seek to recover payment for work performed from Customer; and/or (c) if applicable, seek to obtain the additional rights and remedies set forth in Section 40 (Equitable Relief).

39.   Rights and Remedies of Customer Upon Default of Vendor
Upon the occurrence of an Event of Default by or with respect to Vendor, Customer shall be entitled to any of the following remedies: (a) terminate, in whole or in part, any affected Statement(s) of Work and/or this Agreement; (b) seek to recover damages or, as appropriate, indemnification, from Vendor as provided by this Agreement; (c) receive a refund of any prepaid but unearned fees, which refund shall be paid by Vendor to Customer within thirty (30) days following Vendor's receipt of Customer' notice of such

discontinuation; (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 40 (Equitable Relief); and/or (e) reasonable assistance in transitioning any projects underway and mitigating any damages to Customer. Vendor acknowledges that time is of the essence in the performance of its obligations hereunder.

40.   Equitable Relief

Notwithstanding anything contained in this Agreement to the contrary, the Parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek such equitable relief in a court of competent jurisdiction

41.   Entire Agreement

The parties agree that this agreement, together with the ITN and Reply thereto, which are incorporated into this agreement by written reference, along with the attached exhibits referenced herein,   is the complete agreement for Services, Licensed Software and Deliverables and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of Clerk and Vendor. Any notice required under this agreement shall be provided to the other party in writing.

42.   Remedies Not Exclusive

Except as otherwise expressly provided herein, the rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement. Notwithstanding the foregoing and anything contained herein to the contrary, Vendor expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any Licensed Software or Deliverables without due process of law.

43.   Other

Vendor is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Vendor requires access to other vendors' products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Vendor to access such products on your behalf.

44.   Bankruptcy

In the event Vendor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Vendor or the trustee in bankruptcy rejects this Agreement under Section 365 of the Bankruptcy Code, Customer shall have the right to: (a) treat this Agreement as terminated; or (b) retain Customer' rights under this Agreement, specifically including the right to exercise its rights granted herein to the Licensed Software and Deliverables (and to all work-in-progress relating thereto). Failure by Customer to assert its right to retain its benefits to the intellectual property embodied in the Licensed Software and Deliverables pursuant to Section 365(n)(1)(B) of the Bankruptcy Code with respect to an executory contract rejected by Vendor or the trustee in bankruptcy shall not be construed by the courts as a termination of such contract by Customer under Section 365(n)(1)(A) of the Bankruptcy Code.

45.   Assignment

Clerk and Vendor may not assign this agreement or give or transfer any services deliverables or an interest in them to another individual or entity without prior written permission of the other party.

46.   Force Majeure

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license or refusal to fund); or other event outside the reasonable control of the obligated party, provided that this provision shall not excuse the failure to perform of any party for more than thirty (30) days. We both will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for deliverables/services provided to date of force majeure as more fully set forth herein.

47.   Subcontracting

Vendor will not retain third parties ("subcontractors") to perform on site services on Vendor's behalf under the agreement without Clerk's prior written consent which shall not be unreasonably withheld subject to applicable background investigations and approvals as set forth in Section 49. Subject to the terms and conditions of, and to the same extent as Vendor is responsible for the performance of its consultants under the agreement, Vendor shall be responsible for the performance of services under the agreement by any Subcontractors engaged by Vendor to perform such services.

48.   Security and Safety

Vendor agrees to comply with reasonable security and safety rules, policies and procedures ("procedures") while performing services on your site, provided that such procedures do not violate any state, local, or federal laws (including privacy laws); that such procedures are expressly applicable to Vendor's provision of services at the site at which Vendor is performing services under this agreement, that you make available such procedures to each Vendor consultant performing services at your site prior to commencement of such services or at time of noncompliance to provide opportunity for compliance; that such procedures do not modify or amend the terms and conditions of the agreement, and that you provide Vendor with any training regarding the procedures as reasonably requested by Vendor.

49.   Criminal Background Checks

Vendor represents and warrants that each of its employees providing services at your premises, prior to commencement of services by such employee, will have been subject to and passed a background check of public records to uncover a criminal conviction history including a history of violence or dishonesty crimes and a verification of claims made regarding employment and education history. Vendor represents that it will not utilize the services of any employee whose background includes conviction of a felony or conviction of a crime of violence or dishonesty (except where a diversion program was successfully completed, court records have been sealed or expunged, date of disposition was more than seven years ago, or for convictions for certain marijuana-related offenses) or who has an unverifiable employment and educational history claims. Additionally, Clerk approval must be obtained prior to placement on this project, of any Vendor employee with a felony criminal history conviction regardless of date of disposition. In respect of any Vendor subcontractor employee such background checks are the responsibility of the Clerk who will promptly notify Vendor in writing (which can be by email) of its non-approval of such Vendor subcontractor employee. Vendor will provide identification information of subcontractor employees at least fourteen (14) calendar days, or as otherwise agreed, prior to assignment of subcontractors to a Clerk project. Said identification information must be sufficient for background checks to be completed.

50.   Applicable Law

This agreement is governed by the substantive and procedural laws of the State of Florida, and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in Palm Beach County, Florida in any dispute arising out of or relating to this agreement.

Vendor shall, at its sole cost and expense, perform and comply with the laws of the United States and the State of Florida; the Charter, Code and ordinances of Palm Beach County.   The venue of any action necessary to enforce the Contract shall be in Palm Beach County.

51.   No Waiver of Full Performance

No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Contract.   The payment of compensation to Vendor shall not be deemed a waiver of any right or the acceptance of defective performance.

No waiver by either party of any requirement, or breach or violation of any covenant, term or condition of this agreement shall be construed to waive any other term, covenant, condition, provision, violation or requirement.

52.   Attorney Fees and Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses (including taxes), even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

53.   Public Entity Crimes

As provided in Florida Statutes 287.132-133, by entering into this contract or performing any work in furtherance hereof, Vendor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statutes 287.133(3)(a).

Attachment 2 - Right to Protest

(1) Right to protest. A prospective qualified vendor or actual replier who is aggrieved in connection with the ITN may protest to the Clerk & Comptroller, Palm Beach County (Clerk) Legal Department. The right to protest is limited in accordance to the policies set forth below.

    A. Protest of ITN

    A protest regarding the ITN must be based on facts demonstrating that:
        1) The ITN is unfairly restrictive;
        2) The ITN contains conflicting or ambiguous provisions; or
        3) The ITN would result in a contract that is commercially impossible to perform.

    B. Protest of Process or Procedure

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

        1) There was an identified patent substantial irregularity in the process or procedure as outlined in the ITN that has not been waived by the Clerk;
        2) The selection was not in accordance to Florida law.

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

(3) Form of Protest. The protest must be in writing, signed by the vendor, and must identify the vendor and the solicitation and shall include a factual statement of the basis of the protest sufficient to clearly identify the issues in dispute and the facts substantiating the claim. Such protest is considered filed when it is received by the Clerk Legal Department. Failure to file a protest within the stated timeframe shall constitute a waiver of the protest. The address of the Clerk's Legal Department is Legal Counsel, Clerk & Comptroller, 9th Floor, 301 North Olive Avenue, West Palm Beach, FL 33401.

At the time of filing the formal written protest, the protester shall post with the Clerk a bond, payable to Clerk & Comptroller, Palm Beach County, in an amount equal to one percent (1%) of the estimated total volume of the contract, or $5,000, whichever is less. **Failure to file the proper bond at the required time of filing the formal protest will result in a denial of the protest.** Said bond shall secure the payment of any losses, claims, injury or damages incurred by the Clerk as a result of the protest, including costs of delay, reasonable attorney fees and costs.

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

    A. The Clerk's Legal Officer shall have the authority to review and resolve the protest informally. After reviewing the facts surrounding the issues raised in the protest letter, the Clerk's Legal Officer may make the determination to:

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

        2) Deny the protest. If the protest is denied, the Clerk Legal Counsel shall issue a written statement of determination. No further appeals are permitted.

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

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

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

Attachment 3 - Policy for Accepting Letters of Credit

PURPOSE:

To establish specific criteria and pre-requisites for accepting Letters of Credit by the Clerk in conjunction with contracts and any other contractual obligation.

POLICY:

In conjunction with contracts and any other contractual obligations entered into by the Clerk, when Surety requirements are contained in such instruments the Clerk may elect to permit the Vendor the option of providing the Clerk with a Letter of Credit, cash bond or other acceptable guaranty.

PROCEDURE:

1. The face of the letter of credit must be in a format similar to Exhibit B attached and indicate the following:

   a. The letter of credit is "clean" and "irrevocable".
   b. An exact expiration date
   c. Statement of the purpose or project for which the letter of credit is issued.
   d. A specific amount of the letter of credit, in U.S dollars
   e. Venue in Palm Beach County

2. At the time of issuance of the letter of credit, the financial institution must have a minimum "peer group" rating that meets or exceeds the threshold levels in at least two of the four approved rating services as listed below:

   a. IDC Bank Financial Quarterly Listing - 125.
   b. Veribanc, Inc. Listing - 3 Star Green Rating.
   c. Standard & Poor's Listing - Single A.
   d. Moody's Listing - Single A.

If the Rating Services are utilized in C, D, or E above, the proposer of said service must document to the Clerk that the institution has met the established threshold rating for the most current rating period at the time of submission to the Clerk. The proposer will have the responsibility of furnishing the Clerk with revised quarterly ratings during the term of the letter of credit within 30 days of said revisions.

For any of the services utilized the most current rating will be used for the basis of acceptance.

The user department shall be responsible for verifying this information. Additionally, the user department shall provide all pertinent information pertaining to the letter of credit to Clerk's Legal Department for review of current ratings. This should include the exact name of the institution, and the exact complete address of the institution.

3. Letters of credit from domestic financial institutions and/or international financial institutions from foreign nations that have received most favored nation status from the United States government which do not meet two of the minimum ratings indicated in Section 2 above must be confirmed by a financial institution with two of the minimum ratings indicated in Item 2 above.

4. Verification of the status or certification of any financial institution may be made with:

> Division of Treasury Bureau of Collateral Management
> Program Administration Section
> 200 East Gaines Street
> Tallahassee, FL 32399-0345
> Phone (850) 413-3164

5. At any time during the life of the letter of credit, should the rating of the financial institution fall below any two of four of the minimum ratings as indicated in Section 2 above, or should the financial institution become insolvent, the Vendor must, within sixty (60) calendar days after notification by the Clerk:
    a. Replace the existing letter of credit with a replacement letter of credit from a financial institution
        with two of the minimum ratings as specified in Item 2 above, or
    b. Have the existing letter of credit confirmed by a financial institution with two of the minimum
        ratings as specified in Item 2 above.

At the Clerk's option, the letter of credit may be replaced by a performance/payment bond or other surety acceptable to the Clerk (ex., cash bond or escrow agreement) in accordance with the Clerk's existing policies. Failure to comply with this provision may result in the following actions by the Clerk: suspension of the contract and/or a stop work order. These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the Clerk. The Vendor agreement shall so provide for replacement or confirmation in accordance with this policy.

6. The Clerk's Legal Department shall review all letters of credit for legal sufficiency. Likewise, the Clerk's Legal Department shall review all defaults or draw downs on Letters of Credit for legal sufficiency. Original letters of credit shall be maintained in the user department's safe or locked file cabinet at all times and shall be clearly identified as to the project or contract for which it is issued. One copy of the letter of credit shall be placed in the department's contract file and one copy shall be sent to the Clerk's Legal Department to be held in a separate file. The Clerk's Legal Department will maintain a listing of financial institutions from which letters of credit have been received, review the listing at least twice annually, and notify the user department(s) if any letters of credit require replacement in accordance with item 5 above.

7. Existing Letters of Credit accepted prior to approval of this policy shall continue through the current expiration date of the letter of credit provided, however, renewal of these existing letters of credit shall be in accordance with this Policy for Accepting Letters of Credit.

8. All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida; shall show proof of same upon request by Clerk staff, and agree to venue in Palm Beach County.

9. In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provision of Paragraph 1 of this policy, with the exception of 1.G.

Attachment 4 - OSCA Guidelines for Submission, Checklist Criteria, Juror Pool Selection Plans

Guidelines for Submission

1.   Juror pool selection plans should be submitted directly to **Court Services, Office of the State Courts Administrator, Supreme Court Building, 500 South Duval Street, Tallahassee, Florida 32399.**

2.   Section 40.225, F.S. provides that the chief judge of the circuit in which the court is located must certify that the majority of the judges authorized to conduct trials in the county consent to the alternative method. In the past, some counties have chosen to provide the actual signatures of those judges approving the process.
The chief judge is now permitted to certify that a majority of judges within his or her circuit have voted to approve the proposed process.

3.   The plan should contain a "…description of the equipment, methods, and mode of operation to be used." (Section 40.225(2) F. S.). To comply with the statute, enough detail must be provided in the plan to ensure that the selection process satisfies the necessary statutory, mathematical and statistical conditions imposed by the conditions of "by lot and at random" and of due process. The checklist in Attachment B provides an expanded delineation of those factors that typically should be addressed in the proposed jury pool selection plan.

4.   Plans may be submitted to the OSCA at any time throughout the year rather than once per year as required by the rule process.

5.   The plan should be submitted by the clerk of court and be accompanied by a signed statement from the chief judge of the circuit indicating that he/she has reviewed the plan and process and that a majority of the trial court judges have approved pursuant to section 40.225(2) Florida Statutes. See attachments D and E respectively.

Checklist Criteria: Juror Pool Selection Plans

The following checklist provides specific information that should be included with any Juror Pool Selection Plan (previously called Automated Local Rule for Jury Selection) that is being submitted for Office of the State Courts Administrator review and Supreme Court approval. As there are many paths to a viable and valid process, it is not practical, nor possible, to list all the information that should be provided to allow complete verification of a juror selection process. This checklist identifies the most common information that, in our experience, is necessary for full evaluation of a random juror selection process. As with any list of this type, it is also possible that some of the information mentioned is not applicable to your particular process. We have included specific statutory references and algorithmic requirements wherever possible. Please do not hesitate to contact the OSCA with specific questions and for additional clarification if needed.

I.   **Creation of the Initial Candidate Selection List**

A.   **Source Lists**

1. What are the sources of names used in generating jury selection lists?
2. In what format are they submitted? How are the source lists transmitted, compiled, or merged? If the lists contain more information than needed for jury candidate selection, what information is retained?
3. Chapter 40, Florida Statutes provides that a minimum of three name sources be used in the selection of juror candidates: (1) a licensed driver or identification holder list (section 40.011, F.S.); (2) an affidavit list (section 40.011, F.S.); and (3) an exclusion list containing those persons who are unable to serve, have already served, or those whose service is otherwise excused or postponed (sections 40.013, 40.022, and 40.023 F.S.).
4. Are supplemental name lists not specifically described by statute used to build the *Initial Jury Selection Candidate List*?

B.   **Source Data Adjustments**

1. Are the source lists used as when received? Are the source lists sorted? If so, by what elements?
2. Are the source lists imported into a database or spreadsheet?
3. If more than one name list is used in the preparation of a final candidate list, are the multiple lists used separately or merged?
4. Are the names in this list numbered or indexed in any way?
5. Are any names excluded at this point? If so, by what criteria?

C.   **Time Frame**

1. How often are the source lists updated?
2. If any adjustments are made, how often does this occur?

3. How often is the source data converted into an *Initial Jury Selection Candidate List*? For example, the licensed driver list must be drawn quarterly from the Department of Highway Safety and Motor Vehicles (DHSMV) (section 40.011, F.S.) and purged monthly (section 40.022, F.S.).

D. **Initial Jury Selection Candidate List**

The county should provide a brief description of the *Initial Jury Selection Candidate List* from which names will be drawn for candidate selection. For example, the *Initial Jury Selection Candidate List* contains all verified names and addresses from lists one and two with a valid zip code within the county. Each name is assigned a unique sequential identifier and is ordered alphabetically by zip code.

E. **Exclusions**

The county should provide a brief description of any exclusion principles that would remove a name from the *Initial Jury Selection Candidate List*. For example, each name from the source list could be matched to an outside address list and only those names/addresses with a valid zip code within the county are retained on the list. **Note:** the exclusion list does not need to be applied at this point.

II. **Name Selection**

A. **Equipment/Software**

The county should provide a brief description of the hardware and software used to complete the name selection process including the operating system and juror application name and version if purchased from a vendor.

Please note that minor version releases and updates by a vendor will not require a revision of the Juror Pool Selection Plan provided that the updates do not substantially change the name

selection algorithm. However, any major change to the random number generating algorithm will require a resubmission of the Juror Pool Selection Plan.

Changes in hardware or operating system can be harder to judge. The OSCA has seen algorithms that were highly dependent on hardware timings or used features available to a specific operating system. If you

are unsure as to whether changes to hardware or operating systems may affect the process, you are encouraged to contact the OSCA to discuss the matter.

B.   Security

The county should describe any measures taken to safeguard the process including mechanisms that ensure the process is verifiable after the fact. At a minimum, a mechanism should exist for securely storing the *Final Jury Candidate List* for a period of time as well a mechanism for recording the random number generator initialization (seed) values for each selection cycle so that the selection process can be recreated for audit purposes at a later date.

C.   Process Overview for Name Selection

The county should provide a general discussion of the name selection process. If software is employed, the county should provide a brief summary of the steps the program goes through to select a name.

D.   Name Selection Algorithm

1. The county should provide a detailed description of the algorithm used to select names **from** the *Initial Jury Selection Candidate List*.
2. If a pseudo-random number generator (RNG) is to be used, this section should contain a detailed description of the generator including the number of initialization (seed) values required and the range of those seed values.
3. If the county proposes to use a named generator, it should provide the name and author. For example, the *Universal Random Number Generator* by George Marsaglia or the *Mersienne Twister* by Takuji Nishimura and Makoto Matsumoto.
4. References such as URLs or copies of journal articles describing the algorithm are extremely helpful.
5. If the class of generator is known, the county should report that information such as whether it is a linear congruently generator or a lagged Fibonacci generator. The characteristics of many RNGs have been extensively studied and this information could help reduce the time necessary to evaluate the specific RNG used.
6. Since the algorithm is evaluated by the OSCA for suitability to this process, a complete copy of the code should be provided or referenced. If the code cannot be provided, the county should

contact Court Services to arrange for a testing cycle.

7. The county should also describe how the results of the random number generator are used to select names from the *Initial Jury Selection Candidate List*.

   Note: the more information that is provided in this section, the faster and more reliable the evaluation will be.

E.   Initialization

1. The county should provide a detailed discussion of how the pseudo-Random Number Generator (RNG) is initialized (i.e., how the seed values are determined). **Note:** since these initial seed values uniquely determine the sequence of numbers produced by the RNG, it is critical that an accurate and reliable mechanism be established for selection and subsequent verification of these numbers.

F.   Starting, Stopping, and Other Factors

1. The county should provide a discussion of any starting, stopping or other factors that influence the selection of a name form the *Initial Jury Selection Candidate List*. For example, the candidate selection program may start with a random name from the list and select every xth name thereafter. Thus, the county should describe how the x factor is selected.

2. Conversely, the program may select each name based on a previously assigned number associated with the name (see *Initial Jury Selection Candidate List*). At what point does the program stop? If duplicates are dealt with at this stage, how

   are the names handled? Are other exclusions applied at this stage or are they delayed until the *Final Jury Selection Candidate List*?

III.   **Production of the Final Jury Selection Candidate List**

1. In this section the county should describe any additional processing that may occur to the *Initial Jury Selection Candidate List* produced by the name selection stage of the process.
2. The county should state whether the Final Jury Selection Candidate List is sorted or arranged in any way.
3. The county should identify whether any additional exclusions may be applied such as he removal of duplicates, those with prior

services, or those filing affidavits.
4. The county should identify which names are notified.   The county should also state whether all names receive notification at once or whether subsets of the names notified occurs at different times.
5. If relevant, the county should identify how subsets are established. For example, 52,000 names are selected and assigned sequentially to 1000 name blocks for weekly summons.
6. Any additional information on how this final list is maintained should be included. For example, 40.022, F.S. requires that the list be purged monthly of deceased persons and newly identified felons.

Juror Pool Selection Plan Submission Letter Template

Date

Court Services
Office of the State Courts Administrator
Supreme Court Building
500 South Duval Street
Tallahassee, FL 32399

Dear Court Services:
Enclosed for your review is Juror Pool Selection Plan for _____ County. Included is the proposed hardware, software, random number generator program and algorithms to be used in the jury selection process. We are seeking Office of the State Courts Administrator review and Supreme Court approval of this process.

Chief Judge _____ has reviewed the attached documentation. A signed statement indicating her/his review is attached.

Please let me know if there is any other information that I may provide to you. I look forward to the Court's approval of the proposed jury pool selection plan. Thank you.

Sincerely,

_____, Clerk of Court
_____ County

Attachments

xc: The Honorable_____, Chief Judge
       _____, Trial Court Administrator

SECTION 5 – APPENDICES

Appendix A - References
ITN 17-02

Submit at least two (2) public sector references that most closely reflect similar projects to Clerk's scope of work within the past five (5) years. Greater value will be awarded to proposers submitting more recent projects.

In addition, supply a copy of each reference's contract. Since requested references should be from public agencies, contracts are a matter of public record. <u>Failure to submit all reference contracts will result in the proposer's ITN reply deemed non-responsive and ultimately rejected</u>.

Use the following format in submitting references:

Name of City, County or Agency _____

Address: _____

Contact Name: _____

       Title: _____

       Telephone: _____

       Email Address: _____

Original Start and End Dates of Implementation: _____

Actual Start and End Dates of Implementation: _____

JMS Software Version Number: _____

Summary of Project (include critical success factors and lessons learned):
_____

_____

_____

Original Implementation Cost Estimate: $_____

Actual Implementation Cost: $_____

Number of Employees: _____

Product Modules: _____

_____

_____

_____

_____

External Application Interfaces (list vendor, application name, and version number):

_____

_____

_____

_____

_____

_____

_____

Appendix B - Cost Reply
ITN 17-02

Use the following format in submitting the deliverables-based cost reply. Feel free to add to/modify the list of deliverables/milestones as needed.

Deliverable/Milestone   **Cost**

1. Provide on-site subject matter experts to assist and support Functional users during implementation.

2. Create and deliver end-user training documentation, electronic and hard-copy, satisfactory to the Clerk and written specifically the way the software will work in our environment and easily understood by the end users, no later than the beginning of the end user training phase of the project.

3. Deliver complete and robust procedural user manuals for use by Clerk functional staff either/or paper based and electronic with preference on electronic.

4. Transfer technical and functional knowledge via training sessions and thorough documentation methods, to allow Clerk functional staff to support and maintain these systems on an on-going basis.

Include in the ITN reply the following:

     a. Describe your approach to payments and holdbacks based on reaching project milestones.

     b. Describe your approach to managing contingency and tracking/reporting on cost overruns.

     c. How do you propose to ensure Clerk receives fair value for money?

     d. Document any assumptions you have made relating to the cost reply and project plan.

Appendix C - Reply Certification
ITN 17-02

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

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

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

Please affix corporate seal or have reply notarized.

_____   _____
Notary-Full Name   Notary Expiration & Seal

Date: _____

OR:

(Corporation seal)

Appendix D - Business Information
ITN 17-02

Full Legal Name of Entity: _____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: _____

Form of Entity (check one and complete the appropriate entity statement attached hereto)

[ ] Corporation (Complete Corporation-related forms)

[ ] Partnership, General (Complete General Partnership-related forms)

[ ] Partnership, Limited (Complete Limited Partnership-related

forms) [ ] Joint Venture (Complete Joint Venture-related forms)

[ ] Sole Proprietorship

Federal I.D. Number _____

(1) If Proponent is a subsidiary, state name of parent company.

_____

Caution: all information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is entity registered to do business in the State of Florida? Yes [   ]   No [   ]

If **yes** to the above, as of what date? _____

If **no** to the above, state the name and mailing address of your registered Florida agent along with a copy of their certification from the State of Florida to do business in the

State. Agent Information:

    Name: _____   Phone Number: _____

    Address: _____   Fax Number: _____

          _____

          _____

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated?   _____

2. Where incorporated?   _____

3. The Corporation is held

    [　] Publicly   [　] Privately

4. Has the corporation previously offered an OR system implementation engagement of similar size (as stated in the ITN) in the state of Florida?

    [　] Yes   [　] No

    "If yes, indicate Date: _____

5. Attach a copy of a current organizational chart.

6. Attach a copy of the Corporate Certificate from the Secretary of State.

7. Attach Credit references.

Location: _____

AFFIDAVIT OF CORPORATION

The undersigned hereby certifies that the following are true and correct statements:

1.   That he/she is the Secretary of _____Corporation, a corporation organized and existing in good standing under the laws of the State of _____, hereinafter
referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the _____day of _____, in accordance with the laws of the State of _____, the Articles of Incorporation, and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between the Clerk & Comptroller, Palm Beach County, and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that _____the _____of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2.   That the foregoing resolutions have not been modified, amended, rescinded, revoked, or otherwise changed and remain in full force and effect as of the date hereof.

3.   That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Corporate Seal of the Corporation the _____day of _____, 20__.

_____
(Signature)
_____
(Print Signatory's Name)
Its Secretary   (CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this _day of _____, 20__, by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _ as identification and who did _____did not _____take an oath.

_____   _____
Notary Signature   Print Notary Name

NOTARY PUBLIC
State of _____at Large
My Commission Expires: _____

PARTNERSHIP STATEMENT

If a General or Limited Partnership, answer the following:
1. Date of organization? _____
2. Place of organization? _____

3. Indicate: [ ] General Partnership   [ ] Limited Partnership

4. Is the Partnership agreement recorded?   [ ] Yes   [ ] No

If yes, indicate   _____   _____   _____   _____
Date   Book   Page   Location

5. Has Partnership or any partner previously offered an OR system implementation engagement of similar size (as stated in the ITN) in the state of Florida?

[ ] Yes   [ ] No

If yes, indicate Date: _____
Location: _____

6. Attach a copy of a current organizational chart.

7. Attach one (1) copy of the Partnership Agreement.

8. Attach Credit references.

AFFIDAVIT OF GENERAL PARTNER

(If General Partnership)

STATE OF FLORIDA   )
)SS:
COUNTY OF _____   ) (insert County)

Before me, the undersigned authority, personally appeared, the undersigned, who by me being first duly sworn, deposes and says that:

1.   The undersigned is a general partner of _____, a general partnership organized and existing under the laws of the State of _____, ("Partnership") pursuant to agreement, dated the ____day of _____, 200_, a true and correct copy of which is attached hereto as _____. (**Vendor to fill in Title of Attachment.**)

2.   The Partnership is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

3.   The Partnership agreement is still in full force and effect and has not been modified or amended.

4.   All of the partners of the Partnership and their interests in the partnership are as set forth attached hereto as _____. (**Vendor to fill in Title of Attachment.**)

5.   _____has the right and authority to enter into that certain Agreement between the Clerk & Comptroller, Palm Beach County, a political subdivision of the State of Florida, and the Corporation, a copy of which is attached hereto as _____. (**Vendor to fill in Title of Attachment.**), and such other instruments as may be necessary and appropriate for the Partnership to fulfill its obligations under the Agreement.

6.   Upon the execution and delivery of such Agreement and documents by the person identified in item 5 hereinabove, all of the aforesaid shall be valid agreements of and be binding upon the Partnership.

7.   The transaction contemplated in the Agreement will not violate any of the terms and conditions of the Partnership agreement or of any other agreement of whatever kind between the Partnership and any third person.

8.   The undersigned acknowledges that Affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce the Clerk & Comptroller, Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
(Signature)

_____
(Print Signatory's Name)

_____
(Print Signatory's Title)

SWORN TO AND SUBSCRIBED before me this ____day of _____, 20_, by _____who is personally known to me OR who produced _____as identification and who did ____did not ____take an oath.

_____   _____
Notary Signature   Print Notary Name

NOTARY PUBLIC
State of _____at Large   My Commission Expires: _____

AFFIDAVIT OF PARTNERSHIP

(If Limited Partnership)

STATE OF FLORIDA)
)SS:
COUNTY OF _____) (insert County)

Before me, the undersigned authority, personally appeared, the undersigned, who by me being first duly sworn, deposes and says that:

1.   The undersigned is the _____ of _____, a corporation organized and existing in good standing under the laws of the State of _____ (the "Corporation"), which is the General Partner of _____, a limited partnership, (the "Partnership") existing under the laws of the State of _____, pursuant to an agreement, dated the _____ day of ___, 200__, a true and correct copy of which is attached hereto as _____. (**Vendor to fill in Title of Attachment.**)

2.   The Partnership is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

3.   The Partnership agreement is still in full force and effect and has not been modified or amended.

4.   All of the partners of the Partnership and their interests in the partnership are as set forth attached hereto as _____. (**Vendor to fill in Title of Attachment.**)

5.   _____ has the right and authority to enter into that certain Agreement between the Clerk & Comptroller, Palm Beach County, of the State of Florida, and the Corporation, a copy of which is attached hereto as _____. (**Vendor to fill in Title of Attachment.**), and such other instruments as may be necessary and appropriate for the Partnership to fulfill its obligations under the Agreement.

6.   Upon the execution and delivery of such Agreement and documents by the person identified in item 5 hereinabove, all of the aforesaid shall be valid agreements of and be binding upon the Partnership.

7.   The transaction contemplated in the Agreement will not violate any of the terms and conditions of the Partnership agreement or of any other agreement of whatever kind between the Partnership and any third person.

8.   The undersigned acknowledges that Affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce the Clerk & Comptroller, Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT

It's _____   _____
(Print Title)   (Print Partnership Name)

By _____
a _____ Corporation
(Print Corporation Name)   (Print State of Incorporation)

It's General Partner _____
by _____ (Signature)

_____
(Print Signatory's Name)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 200__, by _____ who is personally known to me OR who produced _____ as identification and who did ____ did not ____ take an oath.

_____   _____
Notary Signature   Print Notary Name

NOTARY PUBLIC
State of _____ at Large   My Commission Expires: _____

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date or organization? _____

2. Place of organization? _____

3. Is the Joint Venture agreement recorded?   [ ] Yes   [ ] No

If yes, indicate   _____ _____ _____ _____
Date   Book   Page   Location

4. Has Joint Venture previously offered an OR system implementation engagement of similar size (as stated in the ITN) in the state of Florida?

[ ] Yes   [ ] No

If yes, indicate Date: _____
Location: _____

5. Attach a copy of a current organizational chart.

6. Attach one (1) copy of the Joint Venture Agreement.

7. Attach Credit references.

AFFIDAVIT OF JOINT VENTURE

STATE OF FLORIDA   )
)SS:
COUNTY OF _____) (insert County)

Before me, the undersigned authority, personally appeared, the undersigned, who by me being first duly sworn, deposes and says that:

1.   The undersigned is a general partner of _____, a joint venture organized and existing under the laws of the State of _____, ("Joint Venture") pursuant to agreement, dated the _____ day of _____, 200__, a true and correct copy of which is attached hereto as _____. (**Vendor to fill in Title of Attachment.**)

2.   The Joint Venture is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

3.   The Joint Venture agreement is still in full force and effect and has not been modified or amended.

4.   All of the partners of the Joint Venture and their interests in the joint venture are as set forth attached hereto as
_. (**Vendor to fill in Title of Attachment.**)

5.   _____ has the right and authority to enter into that certain Agreement between the Clerk & Comptroller, Palm Beach County, and the Joint Venture Corporation, a copy of which is attached hereto as
_. (**Vendor to fill in Title of Attachment.**), and such other instruments as may be necessary and appropriate for the Joint Venture to fulfill its obligations under the Agreement.

6.   Upon the execution and delivery of such Agreement and documents by the person identified in item 5 hereinabove, all of the aforesaid shall be valid agreements of and be binding upon the Joint Venture.

7.   The transaction contemplated in the Agreement will not violate any of the terms and conditions of the Joint Venture agreement or of any other agreement of whatever kind between the Joint Venture and any third person.

8.   The undersigned acknowledges that Affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce the Clerk & Comptroller, Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT

_____
(Signature)

_____
(Print Signatory's Name)

_____
(Print Signatory's Title)

SWORN TO AND SUBSCRIBED before me this _____day of _____, 200__, by _____
_____who is personally known to me OR who produced
_____as identification and who did _____did not _take an oath.

_____   _____
Notary Signature   Print Notary Name

NOTARY PUBLIC
State of _____at Large   My Commission Expires: _____

The Vendor Registration Package can be accessed using the following link to the Clerk's webpage:

http://www.mypalmbeachclerk.com/uploadedFiles/Public_Funds/Vendor_Information/vendor_registration_package.pdf

Vendor Registration Form

[ ] New Vendor   [ ] Update for existing account

Exact (Legal Name) of Company:

_____
(Vendor Name must match name on W-9/FED ID)

Alias/DBA Name:

_____
(List DBA or Fictitious name, if applicable)

Type of Business Entity (Check one):	
[ ] Individual [ ] Sole Proprietorship [ ] Partnership [ ] Corporation [ ] Other	
Federal ID #:	**A completed IRS W-9 form must be submitted with this registration form in order to conduct business with the Clerk & Comptroller's Office of Palm Beach County**
Briefly describe type of product or service provided:	

1. Please list below **Corporate** Mailing Address (**This should be a physical street address**):

Address: _____

City: _____ **State/Province:** _____

Zip/Postal Code: _____ **Country:** _____

Main Phone Number: _____ **Main Fax Number:** _____

Main E-mail address: _____

2. Please list below Payment **Remit** Address / **Accounts Receivable** *(A/R)* Department
(if different from above i.e. Lockbox / PO Box Address):

Address: _____

City: _____ **State/Province:** _____

Zip/Postal Code: _____ **Country:** _____

A/R **Phone Number:**		*A/R* **Fax Number:**	

A/R **E-mail address:**	

3. Please list below your **Order Processing Department (*PO*)** information. **Effective 10/1/08**, all purchase orders will be transmitted via email.

Main Phone Number:		**Rep/Contact Name:**	
Rep/Contact Phone Number:		**Contact Fax Number:**	

PO **E-mail address:**	

3. Names of Individuals with Authority to Quote and/or Sign Contracts:

Name:		Title:		Phone:	
Name:		**Title:**		**Phone:**	
Name:		**Title:**		**Phone:**	
Name:		**Title:**		**Phone:**	

4. List of Company Officials:

Name:		Position/Title:	
Name:		**Position/Title:**	
Name:		**Position/Title:**	
Name:		**Position/Title:**	

6. If your firm is recognized with Palm Beach County as a Small Business, Minority-Owned or Woman-Owned
Enterprise, please check below. If checked, please attach a copy of your OSBA (Office of Small Business Assistance)
certificate.

Small Business   [ ]   **Minority-Owned   [ ]**   **Woman-Owned   [ ]**

Affidavit: To the best of my knowledge, our firm has not, at any time, had a business or personal relationship with any employee of the Clerk & Comptroller's Office of Palm Beach County.

Authorized Signature Required (Business Officer or Principal)	**Position/Title**	**Date**

Public Entity Crimes: As provided in Florida Statutes 287.132-133, by entering into a contract or performing any work in furtherance hereof, Vendor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statutes 287.133 (3)(a)

This section to be completed by Accounts Payable:

Added by:		**Date:**	**Vendor ID:**	
Approved by:		**Date:**		
Rejected by:		**Date:**		

Appendix E - Functionality Checklist
ITN 17-02

Please complete the Application Functionality Checklist portion of the ITN within Excel and submit the information as stated in Section 1.15. The Application Functionality Checklist is located on the Clerk's website at
http://www.mypalmbeachclerk.com/Jury-ITN

Appendix F - Clean Irrevocable Letter of Credit

TO:

AMOUNT: USD $_____ EXPIRATION DATE: _____

We hereby open our Clean Irrevocable Letter of Credit No. _____
in favor of the Clerk & Comptroller, Palm Beach County (Clerk) for the amount of _____
 U.S. Dollars (_____) effective as of this date.

This Letter of Credit is issued pursuant to that certain contract No. _____between
_____as
Vendor, and Clerk, dated _____(the "Contract") however, this Letter of
Credit is independent of that contract and reference herein is for information only.

Funds under this Letter of Credit are available to the Clerk hereunder not exceeding in
aggregate the amount of this Credit against the Clerk's demand for payment on us mentioning
our Credit No._____.

When we receive your demand for payment at _____on or prior to the
Expiration   (street address)

Date, we will promptly honor the same.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Clerk &
Comptroller, Palm Beach County, Legal Department, mentioning specifically our Credit
Number.

Venue for any and all legal action necessary to enforce the terms of this Letter of Credit shall be
Palm Beach County, Florida.

Authorized Signature: _____

Notary Public: Name (Typed):_____

Title: _____
(Optional)

Except as is inconsistent with the express provisions hereof, this Letter of Credit is subject to the
Uniform Customs and Practices For Documentary Credits (1983) Revisions), International
Chamber of Commerce Publication No. 400.