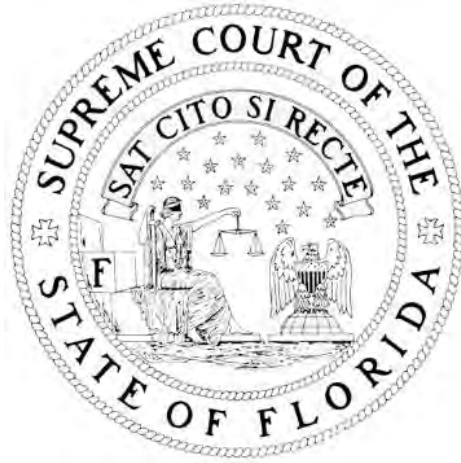


**SUPREME COURT OF FLORIDA  
OFFICE OF THE STATE COURTS ADMINISTRATOR**



**INVITATION TO NEGOTIATE**

**For**

***SUPERVISED VISITATION PROVIDERS FOR THE  
NINETEENTH JUDICIAL CIRCUIT***

**Procurement No.: 2200-16/17-001**

**Released: May 26, 2017**

**Project Office**

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Trial Court Administrator  
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**Procurement Office**

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## 1. DEFINITIONS

Authorized Person	A person authorized by the Court to be present, in addition to the noncustodial parent, during supervised contact.
BAFO	Best and Final Offer.
Best Value	The best overall value to the Court based on objective factors that include, but are not limited to, price, and quality. Synonymous with greatest overall value.
Breach of Contract	When the Contractor fails to perform under the terms and conditions of the Contract.
Business Day	Monday through Friday, except for holidays declared and observed by the court.
Chief Judge	The chief judge of a judicial circuit or his or her designee.
Child	An unmarried person under the age of 18 who has not been emancipated by order of the court and whose contact with a noncustodial parent is supervised pursuant to a court order. Child may mean more than one child.
Circuit	The trial courts of original jurisdiction of one or more contiguous counties based on population and overseen by a Chief Judge.
Client	The custodial parent, noncustodial parent, or child receiving supervised contact services pursuant to a court referral to a supervised contact program.
Court	In singular form: The judge in his/her official capacity; In plural form: the Circuit Court
State Court System	The Judicial Branch of the State of Florida
Contract	The agreement which may result from this Invitation to Negotiate between the selected Vendor and the Department.
Contractor	The successful Vendor(s) who is/are awarded a contract in response to this ITN and which provides services to the Court in accordance with the Contract. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
CR	Clarification Request.
Custodial Parent	A natural or adoptive parent, guardian, or state agency and its representatives, who has temporary or permanent legal custody of a child.
DCF	The Florida Department of Children and Families.
DFS	The Florida Department of Financial Services.
DMS	The Florida Department of Management Services.

Facilitate	To encourage age-appropriate activities, promote a child’s safety and welfare, and discourage inappropriate conduct. “Facilitate” should not be construed to mean therapeutic intervention.
Florida Clearinghouse on Supervised Visitation	The entity within the Institute for Family Violence Studies of the Florida State University School of Social Work that serves as a statewide resource on supervised visitation issues by providing technical assistance, training, research, and legal assistance.
Governing Authority	A board or other body of individuals responsible for the development and operation of an independent program of the chief judge, in the case of a program operating under the auspices of the Court.
ITN	Invitation to Negotiate.
MFMP	MyFloridaMarketPlace – the State of Florida’s online exchange for buyers and vendors, centralizing procurement activities and streamlining interactions between vendors and state government entities.
Minor Irregularities	Variations of terms and conditions from the Invitation to Negotiate which do not affect the price of the Reply or give the Vendor an advantage or benefit not enjoyed by the other Vendors or do not adversely impact the interests of the State.
Noncustodial Parent	Refers to a biological parent or other adult authorized by a court order to have supervised contact with the child.
OSCA	The Office of the State Courts Administrator
Program	Means a person, society, association, or agency, operating independently or under the auspices of the court that has entered into a program agreement with the chief judge of a circuit to provide supervised contact services pursuant to a program agreement and court order. Program may also include supervised visitation operating under the auspices of the court.
Proposal	The complete written response of the Proposer to the ITN, including properly completed forms, supporting documents and attachments.
Proposer	The vendor that submits a proposal to the OSCA in accordance with these instructions, or other entity responding to this solicitation.
Provider	See “Contractor”.
PDF	Portable Document Format.
Reply	A competitive, sealed proposal submitted in response to this ITN.
Responsible Vendor	A Vendor who has the capability, in all respects, to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.
Responsive Reply	A proposal/reply submitted by a responsible vendor that conforms in all material respects to the solicitation.

RFQ	Request for Qualifications.
QPL	Qualified Provider List
SOW	Statement of Work.
SSN	Social Security Number.
State Fiscal Year	July 1st to June 30th.
Subcontractor	Any person other than an employee of the Contractor who performs any of the services listed in this ITN for compensation.
Supervised Contact	Includes supervised visitation, monitored exchange, and third party exchange services provided by a program pursuant to a program agreement and court order.
VBS	Vendor Bid System is the State of Florida's internet-based system hosted by the DMS where solicitations for commodities and services and updates are posted. <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
Vendor	Any firm, entity or person who may submit a proposal/reply to the Court in response to this ITN. A vendor who submits a "responsive" proposal and is deemed a "responsible" vendor is considered a "proposer". The entity identified as the vendor in the proposal/reply who is awarded a contract as a result of this ITN will be the "contractor".
Vendor ID	The identification number issued by the DFS upon completion and submission of the required forms and documentation to become a vendor authorized to do business with the State of Florida.
Visitation Agreement	A written agreement between the program and each custodial and noncustodial parent including, but not limited to, specific rules, responsibilities, and requirements of the program and the consequences of failing to abide by the same. The visitation agreement shall also advise the clients that no confidential privilege exists as the program's records, except as provided by law or order of the court.
Visitation Monitor/Observer	The individual trained and authorized by a program to observe the contact between the noncustodial parent and the child and to document such observations, as provided by the program agreement and these standards.
Visitation Supervisor	The individual authorized to facilitate, intervene, and terminate a visit, if necessary. The visitation supervisor may also be the visitation monitor/observer.

## **2. INTRODUCTION**

### **2.1. PROCUREMENT OFFICER**

Steven K. Updike, CPPB  
Office of the State Courts Administrator  
General Services Unit  
500 S. Duval Street  
Tallahassee, FL 32399-1900  
(850) 922-1184 Office  
[updikes@flcourts.org](mailto:updikes@flcourts.org)

### **2.2. PURPOSE OF PROCUREMENT**

The Nineteenth Judicial Circuit Court, desires to enter into contractual agreements with qualified providers of supervised visitation services where a family involved in domestic violence, stalking violence, sexual violence and child custody issues related to divorce and/or paternity matters before the Court is referred by the Court to reduce the risk of harm to both children and adults.

The intent of this procurement is to award contracts to one or more responsible vendors who meet the minimum requirements set forth in the Request for Qualifications section of this procurement with a final pricing plan that is advantageous to the Court and the clients referred to the provider, with price and other factors considered.

### **2.3. RESTRICTION ON COMMUNICATIONS**

Vendors responding to this solicitation or person acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive, legislative or judicial branches of the State of Florida concerning any aspect of this solicitation, except with the procurement officer named above. Violation of this provision will result in the vendor's reply being rejected and the vendor disqualified from participating in this procurement.

### **2.4. PROCUREMENT APPROACH**

This ITN is released as a two part procurement with a "Request for Qualifications" to identify qualified and responsible vendors, followed by an "Invitation to Negotiate" (ITN) to identify the vendors who will provide the best value to the Court. The OSCA intends to negotiate with vendors who meet the minimum mandatory requirements identified in this document.

The Procurement Process is described in Section 3.

### **2.5. DESIRED VS. MANDATORY REQUIREMENTS AND ACTIONS**

Within this procurement document, the use of "shall" or "must" indicates a mandatory requirement or mandatory action. The OSCA will consider failure to meet the minimum mandatory requirements a material deficiency and will reject the reply and not consider it further.

The use of "should" or "may" indicates a desired requirement. The OSCA will not reject a reply just because it fails to meet a desired requirement.

## **2.6. VENDOR ADMONISHMENTS**

- 2.6.1 To submit a successful Reply, the Vendor must carefully follow all directions in this procurement document.
- 2.6.2 Vendors are responsible for monitoring the VBS website for new or updated information related to this procurement. The location of the VBS is described in Section 3.1.1
- 2.6.3 Vendors are strongly advised to carefully read the entire procurement document to fully understand the procurement process and requirements before writing and submitting a reply.
- 2.6.4 Vendors must follow the procurement process described in Section 3.
- 2.6.5 Vendors must perform all of the required activities described in Sections 8.3, 8.4 and 8.5.
- 2.6.6 Vendors must submit a reply that fully complies with the required organization, format, and contents specified in Section 8.
- 2.6.7 Vendors should review Section 7.6: Standard Contract Provisions and are strongly encouraged to thoroughly review the sample contract included as Attachment G to this procurement document. The OSCA will execute a contract similar to the sample provided.
- 2.6.8 Vendors should be further advised that many of the provisions of the sample contract are required to be included by Florida Statute, Florida Administrative Code, Judicial Directive or judicial case law opinions, therefore most requested changes may have to be denied.
- 2.6.9 The OSCA may address any contract terms and condition concerns during the Negotiation process. Failure to agree to a final contract within twenty (20) business days from the date of the issuance of the notice of intent to award will result in the vendor being declared non-responsive post award and the award will be rescinded.
- 2.6.10 Confidential, proprietary, trade secret or other protected information submitted in vendor replies must be properly and clearly identified and labeled as specified in Section 5.11.

## **2.7. RESERVED RIGHTS**

The OSCA reserves the right to:

- Amend this ITN.
- Waive minor irregularities in submitted Replies.
- Conduct a Reply Qualification Process as described in Section 3.1.8 to cure deficiencies.
- Request clarifications from Proposers.
- Reject any or all Replies received in response to this procurement, if the OSCA determines such action is in the best interests of the State or due to unavailability of funds.
- Request additional information to assess the Vendor's capabilities.
- Negotiate with one or more vendors, either sequentially or concurrently, or not negotiate at all.
- Request additional Best and Final Offer's (BAFO) if in the Court's best interest.
- Exercise all, or part, or none of the renewal options.
- Use any idea proposed unless otherwise protected by Florida Statute.

### **3. PROCUREMENT PROCESS, SCHEDULE AND CONSTRAINTS**

#### **3.1 PROCUREMENT PROCESS**

##### **3.1.1 Procurement Release**

This procurement is posted on the Vendor Bid System (VBS) web site: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu). To find the procurement or other related information, click "Search Advertisements", enter Agency "Office of State Courts Admin" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the OSCA Procurement Officer identified in Section 2.1.

State Courts System rules requires that a notice of protest be made within seventy-two (72) hours after the posting of the intent. The following statement to be included in all postings:

"Failure to file a protest within seventy-two (72) hours after the posting of the intent to award, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings, barring any further legal protest action".

##### **3.1.2 Addenda**

- 3.1.2.1 The OSCA reserves the right to amend this document. All addenda will be in writing and will be posted electronically on the VBS web site referenced in Section 3.1.1. If unable to download an addendum, contact the Procurement Officer identified in Section 2.1 by e-mail.
- 3.1.2.2 The Addendum Acknowledgement form that is included with each posting should be signed by an authorized company representative, dated, and returned with the Reply.
- 3.1.2.3 It is the responsibility of the Vendors to monitor the VBS web site, as additional notification may not be provided.

##### **3.1.3 Questions**

- 3.1.3.1 Questions relevant to this procurement are invited and must be submitted in written form (e-mailed or mailed) to the Procurement Officer. Questions must be received by the OSCA Procurement Officer on or before the date and time identified in the Procurement Schedule (Section 4). The Court recommends that vendors confirm receipt of questions submitted.
- 3.1.3.2 Questions and the Court's responses will be posted on the VBS web site in accordance with the Procurement Schedule. The written response posted on the web site is the ONLY official response. Written responses that differ from the VBS posted written responses must be considered incorrect.
- 3.1.2.3. Public record requests submitted as part of the Question period will be answered as promptly as possible in the ordinary course of business, but may not be answered as part of the Question and



Response process. Responses to public record requests may be furnished to the requesting Vendor only.

- 3.1.2.4. Vendors are cautioned that questions submitted should not contain cost information. The inclusion of cost information with questions submitted may result in the Vendor's disqualification.
- 3.1.2.5. It is the responsibility of the Vendor to monitor the VBS web site, as no additional notification will be provided when responses to questions are posted.

#### **3.1.4 Errors in Procurement Documents**

- 3.1.4.1 If a vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this document, the vendor shall immediately notify the OSCA in writing of the error. The OSCA will resolve major problems with an addendum. Minor problems will be addressed as a Question and Response, if applicable, or as an addendum, posted on the VBS.
- 3.1.4.2 If the document contains an error known to the vendor or an error that reasonably should have been known, the vendor shall respond at its own risk. If the Vendor fails to notify the OSCA of the error prior to Reply submission and is awarded a Contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **3.1.5 Reply Submission**

- 3.1.5.1 Replies must be delivered and received by the OSCA General Services Office on or before the date and time specified in the Procurement Schedule, Section 4. The OSCA General Services Office is located at:

**The Office of the State Courts Administrator  
Supreme Court Building  
500 S. Duval Street  
Tallahassee, FL 32399-1900**

- 3.1.5.2 Vendors are cautioned that mailing Replies via the United States Postal Services (USPS) will cause packages to be routed to the Court's Mail Processing Center in an off-site facility and may cause delays in delivery. Vendors choosing to mail Replies via USPS must take this into consideration and allow sufficient time to ensure timely delivery. It is strongly encouraged that all Replies be either hand-delivered or sent overnight courier to ensure timely delivery.
- 3.1.5.3 Vendors choosing to hand deliver Replies must take into consideration that the above building is a secured facility. Vendors should allow sufficient time for obtaining admission through the security office, for multiple parties may be attempting to enter at the same time.
- 3.1.5.4 Delivery means at the correct building on or before the required date and time. Replies delivered late or to the wrong location will be rejected.

### **3.1.6 Reply Withdrawal**

Replies submitted on or before the Reply due date may be withdrawn, amended or replaced with another Reply up until the Reply due date and time. Replies withdrawn prior to the Reply Opening date and time will be returned, unopened to the Vendor at the Vendor's expense.

### **3.1.7 Reply Opening**

- 3.1.7.1 Replies will be publicly opened at the time and date specified in the Procurement Schedule (Section 4). The names of the responding Vendors will be read aloud. The name(s) of Vendors submitting Replies will be made available to interested parties at the Reply opening or upon written request to the Procurement Officer listed in Section 2.1.
- 3.1.7.2 The contents of Reply submissions are not public records subject to provisions of section 2.420, Florida Rules of Judicial Administration, until the OSCA posts a "Notice of Intended Agency Decision", and therefore will not be available for immediate review by the public.

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### **3.1.8 Material Requirements Compliance Review**

- 3.1.8.1 Each Vendor shall submit a Reply that conforms in all material respects to this solicitation. Material requirements of this ITN are those set forth as mandatory or those that affect the competitiveness of Replies. All Replies will be reviewed to determine if they are responsive.
- 3.1.8.2 The OSCA will conduct a Material Requirements Compliance Review of all Replies submitted in response to this ITN. This review does not assign scores, but is simply a pass/fail review. Replies that do not meet all material requirements of this ITN; fail to include any of the mandatory qualifications requirements in this ITN; fail to timely respond to Qualification Requests (see Section 3.1.10); fail to provide the required/requested information, documents, or materials in the Reply and/or during the Reply Qualification Process; or include language that is conditional, or takes exception to terms, conditions and requirements, shall be rejected as non-responsive and not considered further.
- 3.1.8.3 The OSCA reserves the right to determine whether a Reply meets the material requirements of the ITN.

### **3.1.9 Reply Qualification**

Upon opening of Qualifications Volume, the OSCA will review each Reply to determine a Vendor's compliance with the requirements of the ITN. Compliance with all mandatory requirements qualifies the Vendor's Reply to continue through the negotiation process. Certain deficiencies in the Reply items identified during this review process may be cured as part of the Reply Qualification process, at the discretion of the OSCA.

Failure of a Vendor to timely respond to follow-up requests from the OSCA may result in a determination of non-responsiveness and removal of the Vendor from further consideration.

### **3.1.10 Qualifications Evaluation**

The Court will evaluate the information submitted in the Qualifications Volume using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the ITN, herein referred to as the Evaluation Committee.

The Evaluation Committee will evaluate the qualification information in accordance with Section 8.4 of this ITN.

### **3.1.11 Clarification Requests**

Throughout the solicitation process, the Court will issue Clarification Requests for information in Replies which may appear ambiguous or inconsistent. The following process will be used:

- 3.1.10.1. If the OSCA detects an ambiguity or inconsistency within a Reply, the Procurement Officer will issue a Clarification Request.
- 3.1.10.2. Proposers are cautioned the OSCA will not generate a Clarification Request for an omission, even of a

- mandatory topic or mandatory requirement. The OSCA will reject a Reply that omits a mandatory topic or requirement.
- 3.1.10.3. Clarification Requests will be provided in writing. Instructions on how and when to respond will be provided at the time the request is initiated.
  - 3.1.10.4. Unless another timeframe is provided, within 24 hours of receipt of the Clarification Request, the Proposer shall send to the Procurement Officer or their designee (by e-mail) a written Clarification Request Response with a letter binding the company to the contents of the Clarification Request Responses and signed by an individual authorized to bind the company. The Proposer should confirm receipt. The OSCA will ignore any written material that does not respond directly to a Clarification Request.
  - 3.1.10.5. The OSCA will use the written Clarification Request Responses to update the Proposer's Reply. An unresolved Clarification Request may result in an Evaluator deeming a Proposer's Reply non-responsive.
  - 3.1.10.6. Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore Proposer may not submit information that does not respond directly to a Clarification Request in the written Clarification Request Responses. If a Proposer does submit new information that does not directly respond to the Clarification Request, the OSCA will not evaluate it.
  - 3.1.10.7. Clarifications will not result in a material or substantive change to the Proposer's Reply.

### **3.1.12 Divergent Review**

- 3.1.12.1 At the conclusion of the Qualification Evaluation Phase, a divergent review may take place, at the discretion of the OSCA. A divergent review provides all evaluators with the opportunity to re-review any evaluation criteria given a "fail" determination from an evaluator when other evaluator's evaluation resulted in a "pass" determination for the same criteria.
- 3.1.12.2 Evaluators are only provided the opportunity to re-review divergent criteria; they are not required to, but may change any evaluation determination based on this review.
- 3.1.12.3 If after a divergent review, the evaluation of any criterion on a Proposer's Reply remains divergent, the Reply will be deemed non-responsive and the solicitation process will continue forward without delay.

**3.1.13 Cost Data Volume Opening**

- 3.1.13.1 On the date set forth in the Procurement Schedule Volume Two: Cost Data will be publicly opened. The OSCA will publish the date and time via a Public Meeting Notice on the VBS. This meeting will be for the OSCA to open and read aloud and record the Vendor names and submitted costs on a Cost Data Sheet.
- 3.1.13.2 The Cost Data sheet will be made available to interested parties at the Cost Data opening or upon written request to the Procurement Officer listed in Section 2.1.
- 3.1.13.3 The contents of Reply submissions, including Cost Data Volumes are not public records until the Court posts a "Notice of Intended Agency Decision", and therefore will not be available for immediate review by the public.

**3.1.14 Cost Data Volume Review**

The OSCA will check the arithmetic and include each Vendor's cost information into a matrix with all other Vendor's cost data.

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**3.1.15 Negotiations**

- 3.1.15.1 The OSCA reserves the right to negotiate with one or more, all, or none of the Vendors submitting responsive replies to the ITN. The OSCA further reserves the right not to eliminate any responsive Vendor from consideration during Negotiations, as determined to be in the best interest of the State.
- 3.1.15.2 The OSCA reserves the right to conduct negotiations sequentially or concurrently. If there are no issues requiring negotiation with a Vendor, the OSCA will not conduct a negotiation meeting.

**3.1.16 Notice of Intended Award**

- 3.1.16.1 At the conclusion of Negotiations, the OSCA will post a Notice of Intended Agency Decision, as determined to be in the best interest of the State. The Notice will be posted on the VBS for seventy-two (72) hours.
- 3.1.16.2 Successful negotiations do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the State.
- 3.1.16.3 It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.
- 3.1.16.4 The OSCA reserves the right to reject any or all Replies received in response to the ITN, at its sole discretion, as determined to be in the best interest of the Court.

**3.1.17 Protest and Protest Filing**

Any bidder, offeror or contractor who is adversely affected in connection with the solicitation or award of a contract and who wants to protest the decision or intended decision, must file the following documents with the OSCA General Services Office, 500 S. Duval Street, Tallahassee, FL 32399-1900, and provide electronic copies to the Procurement Officer listed in Section 2.1.

***NOTICE: FAILURE TO FILE A PROTEST WITHIN THE TIME PERMITTED BY SECTION 6.10 OF THE STATE COURTS SYSTEM PURCHASING DIRECTIVES, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST.***

- 3.1.17.1 A Notice of Intent to Protest by e-mail to the Procurement Officer within seventy-two (72) hours (3 business days) after posting of the recommended award on the VBS. The seventy-two hour period excludes Saturdays, Sundays and legal holidays.
- 3.1.17.2 A formal written protest by petition within ten (10) calendar days after the date on which the Notice of Intent to Protest is filed.
- 3.1.17.3 A protest bond within ten (10) calendar days after the date on which the notice of Intent to Protest is filed.
- 3.1.17.4 **Failure to file a protest within the time prescribed or to post the bond or other security required by this ITN shall constitute a waiver of protest proceedings.**
- 3.1.17.5 Any person who files an action protesting a solicitation or award of a contract, shall post with the OSCA at the time of filing the formal written protest, a bond payable to OSCA in an amount of \$5,000. In lieu of a bond, the OSCA may accept a cashier's check or money order in the amount of the bond.
- 3.1.17.6 The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the tribunal in which the action is brought and in any subsequent appellate court proceeding.

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#### 4. PROCUREMENT SCHEDULE

Below is the procurement schedule that represents OSCA's best estimate of the schedule that will be followed. If deviations from this schedule occur, the OSCA will publish an ITN addendum on the VBS. No liability to the OSCA will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are Eastern Standard Time

EVENT	DATE DUE	TIME DUE
Release of the Invitation to Negotiate	5/26/2017	3:00 PM
Questions/Inquiries - Vendor submits questions/inquiries, no later than	6/02/2017	3:00 PM
OSCA posts responses to questions/inquiries on the Vendor Bid System	6/6/2017	3:00 PM
Reply submissions DUE DATE and QUALIFICATIONS VOLUME OPENING TIME	6/13/2017	3:00 PM
<b><i>The below sequence of events is being provided for informational purposes only. Date(s) and Time(s) for each will be provided closer to the actual event.</i></b>		
<b><i>The OSCA will publish any ITN addendum on the VBS and/or notify in writing via e-mail, all Vendors that submitted Replies, with the date and time and guidance/instructions, as applicable for each event.</i></b>		
OSCA begins providing Clarification Requests to Vendors as needed	6/13/2017	
COST VOLUME OPENING	6/19/2017	3:00 PM
Begin conducting Negotiations	6/19/2017	
Sealed Best and Final Offers Due	6/26/2017	3:00 PM
Post Intent to Award on Vendor Bid System	6/27/2017	3:00 PM
Contracts Distributed to Vendors	6/27/2017	
Signed Contracts Due Back From Vendors	6/30/2017	
Contract Start Date	7/7/2017	

#### 5. PROCUREMENT CONSTRAINTS

##### 5.1 AMERICANS WITH DISABILITIES ACT (ADA)

Any person submitting a Reply for providing commodities or contractual services may not exclude any person(s) from participating in, deny any person(s) the proceeds or benefits of, nor otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Reply documents or the attendance at any related meeting or Reply opening. If accommodations are needed because of a disability, please contact the OSCA Purchasing Office at (850) 921-1184 at least five (5) business days prior to the event.

##### 5.2 DIVERSITY

The Office of State Courts Administrator is committed to supporting its diverse business industry and population through ensuring participation by minority, service-



disabled veteran, and women-owned business enterprises in the economic life of the state. Small, minority, service-disabled veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation as a Vendor or subcontractor.

Information on Certified Minority Business Enterprises and Certified Service-Disabled Veteran Business Enterprises are available from the Office of Supplier Diversity at: <http://osd.dms.state.fl.us/>, or by calling the Office of Supplier Diversity at (850) 487-0915.

### **5.3 DISCRIMINATORY VENDOR LIST**

The Florida Department of Management Services is responsible for maintaining Discriminatory Vendor information on its website. An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity.

Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

### **5.4 CONVICTED VENDOR LIST**

The Florida Department of Management Services also maintains on its website a list of any Convicted Vendors. A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity.

Questions regarding the Convicted Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

### **5.5 SUSPENDED VENDOR LISTS**

The Florida Department of Management Services also maintains on its website a list of Suspended Vendors.

A person or affiliate who has been placed on the Suspended Vendor List for contractual default may be excluded from award of a contract unless the Vendor corrects its failure within the time frame provided by the contracting entity, pays any additional cost incurred for re-procuring the services, or is legally excused by the agency from default.

Questions regarding the Suspended Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

### **5.6 REGISTRATION WITH FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (FDMS) – MYFLORIDAMARKETPLACE**

FDMS has instituted MyFloridaMarketPlace (MFMP), a statewide e-Procurement System. All Vendors doing business with the State must be registered on MFMP. Vendors should have completed registration with the DMS, State Purchasing prior to submitting a Reply and should submit evidence of their registration with their Reply in Volume 1, Section A.

The successful Vendor must have completed registration with FDMS State Purchasing prior to Contract execution.

Vendors may register online at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login.jsessionid=DB09DC6870C3B2112674413B366500FD.jvm?execution=e1s1>

### **5.7 MFMP TRANSACTION FEE**

The State Courts System will not be utilizing the MFMP system for contracts awarded pursuant to this ITN and will not be subject to the MFMP Transaction Fee.

### **5.8 FLORIDA DEPARTMENT OF STATE**

All Vendors must be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the Contract.

Registration documentation or application for registration must be submitted in Volume One: Tab 28 of the Vendor's Reply.

### **5.9 PUBLICITY**

Vendors shall not release any publicity relating to this procurement prior to award of a Contract, unless the Vendor receives written approval from the OSCA General Services Office. Violation of this restriction will result in Vendor disqualification. Furthermore, Vendors shall not release any publicity relating to the Contract, if awarded, without receiving written approval from the OSCA Procurement Officer.

### **5.10 CONFLICTS OF INTEREST/NO PRIOR INVOLVEMENT**

Vendors, contractors, subcontractors and individuals that have assisted in preparation of the ITN or with project management oversight are precluded from bidding or preparing a Reply for this solicitation.

The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the OSCA or the Court for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor and/or Contractor. No officer, agent, or employee of the State Courts System shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the OSCA or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

All Vendors submitting a Reply to this ITN and their subcontractors should complete and execute Attachment B: Notice of Conflict of Interest and Attachment C: Statement of No Involvement and return in Volume One: Section A of the Vendor's Reply.

### **5.11 CONFIDENTIAL INFORMATION**

The OSCA takes its public records responsibilities very seriously.

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume One: Qualifications, that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

If a Vendor considers any response information in the documents submitted in response to this solicitation exempt from disclosure pursuant to rule 2.420, Florida Rules of Judicial Administration, such information shall be clearly marked as "CONFIDENTIAL" or "TRADE SECRET" and shall cite the legal basis for the

exemption. Information claimed as a trade secret must be specifically marked as such and must meet the definition of trade secret provided in s. 688.002(4), F.S., and s. 812.081, F.S. Failure to identify any information submitted as confidential shall constitute a waiver of any claimed exemption.

A Vendor that claims any information in the Reply is exempt from disclosure must provide a redacted copy of the Reply clearly marked "Redacted Copy."

Only the specific confidential portion(s) of the Reply are to be identified and marked as such. Vendors are to clearly mark where confidential information begins and ends.

An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

The OSCA will provide the redacted copy of the Reply in response to any public records request. If a requestor asserts a right to the redacted information, or the redacted information becomes subject to a demand for discovery or disclosure, the OSCA will give the Vendor prompt notice and the Vendor shall be responsible for defending its determination that the redacted portions of the documents are confidential or exempt from disclosure.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages. Designating materials as proprietary will not necessarily protect it from disclosure.

NOTE: Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential, proprietary, and trade secret statements are included.

Any Reply that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected. The State of Florida does not consider cost to be confidential.

## **5.12 COPYRIGHTED MATERIAL**

Copyrighted material is not exempt from the Florida Public Records Laws.

Copyrighted material will be accepted as part of a Reply or a negotiation session only if accompanied by a waiver that will allow the OSCA to make paper and electronic copies necessary for the use of OSCA staff, agents and public record requests.

## **5.13 VENDOR EXPENSES**

All costs incurred by Vendors in preparing or submitting Replies and due to other procurement-related activities (including, but not limited to: site visits, presentations, conferences, reproduction, travel, evaluation of any Reply, etc.) shall be borne by the Vendor. The OSCA is not responsible for reimbursing Vendors for any expenses incurred prior to the award of a Contract.

## **5.14 REPLY DURATION**

Replies are to include a statement in the Transmittal Letter that Replies are binding until execution of a Contract with the successful Vendor.

## **6. STANDARD REPLY INFORMATION**

### **6.1 VENDOR CERTIFICATION**

By signature on the Attachment A: Contractual Services: Acknowledgement Form, Vendors certify that they comply with:

- 6.1.1 the laws of the State of Florida;
- 6.1.2 the applicable portion of the Federal Civil Rights Act of 1964;
- 6.1.3 the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 6.1.4 the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- 6.1.5 all terms and conditions set out in this ITN;
- 6.1.6 a condition that the Reply submitted was independently arrived at, without collusion;
- 6.1.7 the requirement that the Reply submission is binding until execution of a Contract with the successful Vendor;
- 6.1.8 the understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same materials, supplies or equipment and is in all respects fair;
- 6.1.9 certification that the person signing the Reply is authorized to sign for the Vendor and to bind the company; and
- 6.1.10 all requirements of the ITN, including but not limited to, certification requirement.

If any Vendor fails to comply with 6.1.1 through 6.1.10 of this section during the procurement or contract drafting phases, the OSCA reserves the right to declare the Vendor non-responsive and will disregard the Reply. If the failure or discovery of the failure occurs after the award, the OSCA reserves the right to declare the Contractor in default and may terminate the contract.

### **6.2 DISCLOSURE OF REPLIES**

All Replies become the property of the State Court System and will be a matter of public record subject to the provisions of Rule 2.420, Florida Rules of Judicial Administration. All Replies will be held in confidence during the evaluation process and prior to posting a Notice of Intended Agency Decision. The State Courts System shall have the right to use all ideas, contained in any Reply received in response to this ITN. Selection or rejection of the Reply will not affect this right.

Confidential information, including trade secrets and other proprietary data, contained in Replies will be handled in accordance with Sections 8.3 and 8.4.9 of this ITN.

### **6.3 AUTHORIZED SIGNATURE**

All Replies must be signed by an individual authorized to bind the Vendor to the provisions of the ITN.

### **6.4 WORK LOCATION**

The work will be performed within the boundaries of the Nineteenth Judicial Circuit Court of Florida, unless directed otherwise by the Court. The Vendor must have at least one work location within the Circuit where the work can be performed.

## **6.5 CONFIDENTIALITY OF INFORMATION**

The policy concerning safeguarding confidential information obtained from the Court and other sources is based upon the Florida Rules of Court, Administrative Orders, legislative directive and federal policy.

## **6.6 SUBCONTRACTS**

Subcontractors, including leased employees are allowable under this Contract. Vendors should refer to Section 7.1: Contractor, for additional information regarding Contractor and subcontractor relationships.

The OSCA reserves the right at its sole discretion to approve or request substitution of subcontractor(s) initially proposed in a Vendor's Reply. Additionally, the Contractor must receive written approval from the OSCA prior to substituting one (1) subcontractor for another; approval is at the sole discretion of the OSCA.

Refer to Section 8 for Reply Submission requirements.

## **7. ADDITIONAL TERMS AND CONDITIONS**

### **7.1 CONTRACTOR**

The successful Vendor, in response to this ITN, that is awarded and executed the Contract will be considered the Contractor.

By signing the Contract the Contractor accepts full responsibility for all aspects of the Contract. The Contractor shall be responsible for Contract performance and coordinating work to be performed, including support to be provided by any subcontractors. **The Contractor will be the sole point of contact with the Court and the OSCA relative to Contract performance.**

### **7.2 CONTRACT APPROVAL AND TERM**

This ITN does not, by itself, obligate the State Courts System. The Circuit's obligation will commence when the on the Contract start date or the date of approved signatures by both parties, whichever is later (the "effective date"). The State Courts System will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the effective date.

The Contract shall be in effect from the effective date for a period of three (3) years, unless terminated earlier by the OSCA under the terms of the Contract.

From the date of receiving the final Contract, the successful Vendor shall have ten (10) business days to execute and return the Contract. The OSCA reserves the right to withdraw the Contract and resume negotiations with other responsive Vendors after the tenth business day.

### **7.3 RENEWALS**

The OSCA reserves the right to renew any Contract resulting from this ITN on behalf of the Court. Renewals shall be subject to the terms and conditions set forth in the original Contract and subsequent amendments, and may be for a period that may not exceed three (3) years. The renewal may be divided into increments (e.g., three-one-year renewals), may be for a complete term (e.g., one renewal for three years or the original term of the contract), or a combination thereof (e.g., one one-year renewal followed by one two-year renewal). Renewals are contingent upon satisfactory performance evaluation by the Court, subject to the availability of state funds, and must be authorized by mutual agreement in writing, prior to Contract expiration.

## **7.4 ASSIGNMENT**

The Contractor may assign any portion of the Contract resulting from this ITN or its rights, duties or obligations without prior written approval from the OSCA. The OSCA may assign the Contract to another governmental entity with prior written notice to the Contractor of its intent to do so. Permission to assign will not be unreasonably withheld by either Party.

## **7.5 LAWS AND PERMITS**

The Contractor must comply with all local, county, state and federal laws, rules, regulations, procedures and codes whenever work is being performed under the Contract resulting from this ITN. All permits and licenses, required for the Contract, will be obtained by the Contractor and maintained for the duration of the Contract. The OSCA will not pay the cost of licenses or permits. Lack of knowledge of the law or applicable rules, regulations, procedures, or codes by the Contractor shall not constitute a cognizable defense against their effect.

## **7.6 STANDARD CONTRACT PROVISIONS**

- 7.6.1 A sample contract has been provided as Attachment X: State Courts System Standard Contract for Vendors' reference. The OSCA and the successful Vendor will be required to execute a contract similar to the one provided.
- 7.6.2 The OSCA anticipates addressing any Terms and Condition concerns during the Negotiation process and continue post award, as necessary. Vendors should scrutinize the sample contract provided as Attachment G and submit any suggested additions, deletions, objections, or modifications to this contract with Volume 2: Cost Proposal. Vendors selected for negotiations will be provided an opportunity to discuss only those additions, deletions, objections, or modifications to this contract that were submitted in Volume 2.
- 7.6.3 Vendors should be advised that many of the provisions of the sample contract are required by the federal and state laws, rules or judicial opinions; therefore most requested changes may have to be denied.
- 7.6.4 The OSCA reserves the right to add, delete, or modify contract terms and conditions during negotiations.
- 7.6.5 The Contractor will be required to comply with the contract provisions agreed to in the final negotiated Contract.

NOTE: Vendors **must** submit additions, objections, or modifications on Volume 2 of their Reply submission. These will only be the only contract items considered with Vendors selected for Negotiations.

## **7.7 SEVERABILITY**

If any provision of the Contract resulting from this ITN is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

## **7.8 CONTRACT FUNDING**

The Contractor will provide services to individuals referred by the Court and will collect payment for the services from the individual. The Court will not reimburse the Contractor, even if the individual who received the services defaulted on payment for services rendered by the Contractor.

The Contractor will not seek or accept reimbursement from individuals referred by the Court for costs of services provided under any Contract awarded under this ITN when reimbursement is eligible for reimbursement under any other contract or from any other source.

## **7.9 PROPOSED PAYMENT METHODOLOGY**

- 7.9.1 Compensation: This is a “qualified provider list” contract with a sliding-scale, hourly rate for services paid by the clients referred to the Vendor. The Court will not reimburse the Vendor for services rendered under this contract.
- 7.9.2 Transaction Rate: All Vendors submitting a Reply to this ITN shall execute and submit Attachment K: Transaction Rate.

## **7.10 FINANCIAL CONSEQUENCES**

This is a “Qualified Provider List”, zero-dollar contract, therefore financial consequences do not apply.

## **7.11 INSURANCE REQUIREMENTS**

Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor shall maintain the following insurance, with the State Courts System named as an additional insured, which will provide funds, fees, and legal costs for any damage as a result of the Contractor’s services. By requiring such coverage the OSCA shall not be deemed to have waived State Courts System immunity from liability that it may otherwise have.

The OSCA shall not be responsible for any deductible or self-insured retention. Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor will provide updated copies of the certificate(s) of coverage to the OSCA within ten (10) business days after execution and annually thereafter.

### **7.11.1 Commercial General Liability**

The vendor will be accepting full responsibility for identifying the types of liability coverage to provide reasonable financial protections for the vendor and the customers to be served under the contract entered into as a result of this ITN. Given the nature of this contract, a minimum of \$1,000,000.00 of coverage will be required. The OSCA reserves the right to require additional coverage.

If automobile coverage is not included in the vendor’s general liability policy, it must be obtained separately.

### **7.11.2 Property Insurance**

Insurance on all equipment provided or used in providing the services identified in the contract resulting from this ITN must be maintained in the amount of actual replacement cost thereof. This policy must include an All Risk Property Floater to insure personal property including contents, equipment, and mobile items against fire, collision, flood, etc.

### **7.11.3 Workers’ Compensation Insurance**

Employees of the Contractor must be insured according to State of Florida or other applicable regulations and must be covered to the full extent under workers’ compensation.

## **7.12 LIQUIDATED DAMAGES**

Liquidated Damages do not apply to this Contract.

## **8. SCOPE OF WORK**

### **8.1 BACKGROUND**

Florida's Family Court Model utilizes "Supervised Visitation" and "Monitored Exchange" Programs (Program) as an essential element in allowing parent-child contact in a safe environment under caseworker, relative or other third-party oversight for cases where the parent(s) may be a risk to their children or to the other parent. This contract will provide a roster of qualified vendors for Program staff to refer the parties of a Family Court case where supervised visitation and/or monitored exchange services are necessary. The Program is operated under the direction of the Chief Judge of a Circuit Court.

Through this ITN, the OSCA will to enter into contracts with one or more qualified vendors to provide these services in the Nineteenth Judicial Circuit Court of Florida, serving Indian River, Martin, Okeechobee and St. Lucie Counties.

The State Courts System recognizes that the current statutes, rules and orders are outdated and require revision. This ITN utilizes the standards established by §753.04 and §753.05, Florida Statutes, current statutes, rules and orders currently in place and, in certain instances, requires standards that exceed those minimums. These standards are identified "best practices" extracted from the Report to the Florida Legislature: "Recommendations of the Supervised Visitation Standards Committee", dated December 2008, House Bill 557 and Senate Bill 370, both dated 2012.

### **8.2 OBJECTIVE**

The objective for this ITN is to identify and contract with responsive and responsible vendors to provide effective Supervised Visitation and Exchange Program services that will:

- 8.2.1. Ensure the safety and welfare of the child, adults, and staff during supervised contact
- 8.2.2. Enable an ongoing relationship between parent and child by impartially observing their contact in a safe and structured environment in the Nineteenth Circuit.
- 8.2.3. Facilitate appropriate child/parent interaction during supervised contact.
- 8.2.4. Provide written information to the Court regarding the supervised contacts, when appropriate.

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### 8.3. PROPOSAL STRUCTURE

Vendors must submit a program plan to deliver supervised visitation and exchange services to the Nineteenth Circuit Court. The requirements in this section will be evaluated on a pass/fail basis. All proposals that receive a “pass” for all requirements will move to the second phase of the procurement. Proposals that receive a “fail” for any requirement will be deemed “non-responsive” and will not be eligible to proceed in the procurement process.

The response must be in electronic format with separate sections that address all the requirements designated for the section. Vendors must use the section and requirements numbering sequence used in this ITN for their response. The “Mandatory Requirements Checklist”, Attachment XX to this ITN must be submitted with the proposal. The checklist will provide the evaluators the exact location (section, item number, page and paragraph) where they can find the information they need to evaluate each requirement.

Vendors are cautioned not to leave the response fields on the checklist for any mandatory requirement blank. Evaluators will not search through the entire proposal to find the information they need to evaluate each requirement.

#### 8.3.1 Volume One Contents

Volume 1 will be submitted electronically in both PDF format and in unsecured, editable native formats, such as MS WORD®, MS EXCEL®, MS PUBLISHER®. The files may be submitted via e-mail, CD, DVD, or flash/thumb drive. Please note that the OSCA will not return submitted CDs, DVDs or flash/thumb drives.

Volume 1 files names must be in the following formats:

- 8.3.1.1. For Volume 1, Non-Redacted - OSCA-ITN-1617-01-VOLUME 1NR-“Section Letter”-“Vendor Name”.
- 8.3.1.2. For Volume 1, Redacted - OSCA-ITN-1617-01-VOLUME 1R-“Section Letter”-“Vendor Name”.

Volume 1 must contain the following sections:

##### 8.3.1.3. Section A – Corporate Documentation

- 8.3.1.4. Section B – Proposed Staffing
- 8.3.1.5. Section C – Additional Personnel Requirements
- 8.3.1.6. Section D – Facilities Requirements
- 8.3.1.7. Section E – Supreme Court Administrative Order Program

Requirements

- 8.3.1.8. Section F – Circuit Specific Requirements
- 8.3.1.9. Section G – Contractor Operational Policies and Procedures
- 8.3.1.10. Section H – Forms and Reports
- 8.3.1.11. Section I – Confidential Information Claims
- 8.3.1.12. Section J – Requirements Checklist

#### 8.3.2 Volume One: Qualifications, Non-redacted version

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume One: Qualifications, which will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes,

the Florida Constitution or other authority, such information shall be clearly marked as "CONFIDENTIAL."

Only the specific confidential portion(s) of the Reply are to be identified and marked as such. Vendors are to clearly mark where confidential information begins and ends.

An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages.

NOTE: Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential, proprietary, and trade secret statements are included.

Any Reply that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected. The State of Florida does not consider Cost to be confidential.

### **8.3.3 Volume One: Qualifications, Redacted Version**

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, the Vendor must simultaneously provide the OSCA with a separate redacted copy of its Reply with its Reply submission. The redacted copy shall:

- 8.3.3.1 Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Reply that fails to properly justify each occurrence of protected information may be rejected.
- 8.3.3.2 Only exclude, obliterate, or redact those exact portions claimed confidential, proprietary, trade secret, or otherwise exempt.
- 8.3.3.3 The front page and each page of the redacted version must have "Redacted Version" in the footer of each page.

The Vendor shall be responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the OSCA and the Court for any and all claims arising from or relating to the Vendor's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Vendor fails to submit a Redacted Version with its Reply, the OSCA is authorized to produce all documents, data or records submitted by the Vendor in answer to a public records request for these records.

### **8.3.4 Volume Two: Contents**

Volume 2 must be submitted electronically in both PDF format and in unsecured, editable version of its native format, such as MS WORD®, MS EXCEL®, MS PUBLISHER®. The files may be submitted via e-mail, CD, DVD, or flash/thumb drive. Please note that the OSCA will not return submitted CDs, DVDs or flash/thumb drives.

Volume 2 files names must be in the following formats:

5.11.4.1. For Volume 2, Non-Redacted - OSCA-ITN-1617-01-VOLUME 2NR-"Section Letter"- "Vendor Name".

Volume 2 must contain the following sections:

- 8.3.5.1. Section K – Cost Summary Sheet
- 8.3.5.2. Section L – Fixed-Unit Costs and Formulas
- 8.3.5.3. Section M – Clients and Services Estimates
- 8.3.5.4. Section N – Issues with Standard Contract Terms and Conditions

NOTE: Only issues submitted in Section N will be considered during negotiations. Leaving the section blank will signify that the Vendor accepts all contract terms and conditions and will sign the contract "as-is".

The OSCA will consider all concerns with specific contract terms and conditions, however, may not grant the requested change. Failure to sign the final contract upon award will result in the Vendor being deemed "non-responsive". This will result in the award being rescinded and the Vendor will be disqualified from further participation in this procurement and any resulting contract.

#### **8.3.5 Cost Information, Non-redacted Version**

All Vendors submitting a Reply to this ITN shall submit a Non-Redacted version of Volume Two: Cost Information, that will be distributed, as determined necessary and appropriate by the OSCA, for the purposes of Evaluating, Negotiating, and awarding the ITN.

Vendors are cautioned not to include any proprietary information in Volume Two as no part of the Cost Information is not considered "confidential" or exempt from public disclosure after the awards are made.

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## 8.4. PROPOSAL SECTIONS AND REQUIREMENTS

### 8.4.1. SECTION A – CORPORATE DOCUMENTATION

In this section, Vendors will:

- 8.4.1.1. Provide a cover letter formally submitting the proposal and verifying that the proposal is valid until all contracts awarded by this ITN are signed. See Section 6.3.
- 8.4.1.2. Confirm they have read and agree to the procurement process as outlined in Sections 2 through 7 of this document. By submitting a proposal and confirming agreement, Vendors are waiving all rights to file a protest on the procurement process.
- 8.4.1.3. Confirm and demonstrate compliance with all state and federal laws. See Sections 6.0 and 7.5.
- 8.4.1.4. Confirm that no conflicts exist that might prevent the Vendor from submitting a proposal. See Section 5.10
- 8.4.1.5. Disclose all proposed sub-contractors and confirm that all requirements of this ITN will be imposed upon the sub-contractor. See Section 6.6
- 8.4.1.6. Provide a signature and evidence that the signatory is authorized to submit the proposal and bind the Vendor to a contract. See Section 6.3
- 8.4.1.7. Provide documentation to support the Vendors ability to provide administrative and fiscal support to the work required by this ITN. A description of the Vendors financial management systems, management structure, funding sources, details of any state or federal financial assistance that the Vendor has to fund the base program the services required by this ITN. The documentation must demonstrate that the Vendor has the ability to cover expenses for the program, including operations, administration and services, in the event the clients fail to pay.
- 8.4.1.8. Provide evidence that the submitted proposal meets the following requirements:

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
A-1	A cover letter on organization letterhead formally submitting the proposal and guaranteeing the proposal terms until all contracts awarded as a result of this ITN are executed. Certifying agreement with the procurement process and that no conflicts exist that would prevent the Vendor from entering into a contract awarded under this ITN. The letter must be signed by a person authorized to bind the organization to a contract. See 8.4.1.1, 8.4.1.2, 8.4.1.3, 8.4.1.4 and 8.4.1.6	See description for guidance.
A-2	A copy of the annual report filed with the Florida Department of State, Division of Corporations each year.	See description for guidance.

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
A-3	A copy of the confirmation of the filing of your organizations W9 or Substitute W9 from the Department of Financial Services.	<ul style="list-style-type: none"> <li>• W9 Submission Confirmation from DFS</li> <li>• Taxpayer ID Certificate from the IRS.</li> </ul>
A-4	A copy of the confirmation of registration with the Department of Revenue for corporate tax purposes.	<ul style="list-style-type: none"> <li>• Form F-1120 – Florida Corporate Income/Franchise Tax Return for 2016 tax year R.01/17</li> <li>• Form F-1120A - Florida Corporate Short Form Income Tax Return for 2016 tax year R.01/17</li> </ul>
A-5	A copy of the proof of insurance and bonding required in Sections 7.11.	Insurance Policy DEC Sheet
A-6	Certification and evidence that your organization has policies in place to ensure compliance with the laws, statutes, codes and rules. .	Vendor's Policies and Procedures Manual
A-7	A copy of the registration confirmation from the MyFloridaMarketPlace System.	MFMP System Registration Confirmation Form
A-8	Information on all proposed sub-contractors, including copies of sub-contracts, copies of any procurement documents and/or proposals, and evidence that the subcontractor has met all the corporate requirements identified in items A-1 through A-7.	See description for guidance.
A-9	Documentation of previous program experience, including summaries of programs and reports on program performance.	<ul style="list-style-type: none"> <li>• Scope or Statement of Work from any contract.</li> <li>• Procedural Manuals from similar programs.</li> <li>• Monitoring Reports from clients of similar programs.</li> </ul>
A-10	Summary of financial systems, information for all funding sources, and the annual budgets and financial reports for the previous three fiscal years.	See description for guidance.

#### 8.4.2.SECTION B – PROPOSED STAFFING

In this section, vendors must submit documentation that each proposed candidate meets the requirements. This applies to paid staff, contract staff, temporary staff, volunteers and interns. Evidence must be verifiable and in the form of a document conferring a degree, certified transcripts, licenses, certifications, certificates of completion, resumes, letters of reference, referral letters, job descriptions or performance reviews.

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
B-1	<u>PROGRAM DIRECTOR/ADMINISTRATOR:</u> Persons acting in this capacity by a different title within any program will be required to meet the requirements of the Program Director/Administrator position.	N/A
B-1.1	Responsible for the operation of the program, employment and supervision of the staff, the use of volunteer applicants and administration of program.	<ul style="list-style-type: none"> <li>• Detailed Position Description.</li> <li>• Organizational chart</li> <li>• Policies and Procedures Manual</li> <li>• Staff Responsibilities section from Program Operational Plan.</li> </ul>
B-1.2	At a minimum, graduation from an accredited college or university with a Bachelor's degree in social services or a closely related field.	<ul style="list-style-type: none"> <li>• Transcripts</li> <li>• Degree document</li> </ul>
B-1.3	A minimum of two years of verifiable evidence of progressively responsible experience in the area of child abuse, domestic violence, custody, visitation and/or family issues.	<ul style="list-style-type: none"> <li>• Resume</li> <li>• CV</li> <li>• Letters from Employers</li> </ul>
B-1.4	Demonstrated proficiency in competency-based training as specified in the Florida Clearinghouse on Supervised Visitation.	Certificate of Completion from Clearing House.
B-2	<u>VISITATION SUPERVISOR AND MONITOR/OBSERVER:</u>	N/A
B-2.1	Responsible for supervising non-custodial parent contact with children in accordance with the program goal and objectives. They may record observations of visits, complete forms and checklists, and prepare reports for the Court.	<ul style="list-style-type: none"> <li>• Detailed Position Description.</li> <li>• Organizational chart</li> <li>• Policies and Procedures Manual</li> <li>• Staff Responsibilities section from Program Operational Plan.</li> </ul>

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
B-2.2	Two hours of orientation training in the following areas: practice, policy and procedures, use of forms, confidentiality, security, levels of supervision, observation techniques and recording observations.	Certificate of Completion from Clearing House.
B-2.3	Five hours in a mentoring program with a practicing supervised visitation monitor either at an existing visitation program with a licensed professional who has at least one year of experience supervising visitations.	<ul style="list-style-type: none"> <li>• Certificate of Completion from Clearinghouse</li> <li>• Mentoring Practicum Training Record</li> </ul>
B-2.4	Demonstrated proficiency in competency-based training as specified in the Florida Clearinghouse on Supervised Visitation, which must include, but is not limited to: child development, child abuse indicators, mental health, substance abuse, parental alienation, domestic violence, cultural diversity and crisis intervention.	Certificate of Completion from Clearing House.
B-3	<u>ALL OTHER STAFF:</u>	N/A
B-3.1	Completion of an orientation program of at least two hours which must include an overview of the program's goals and objectives, the assignments of administrative staff, confidentiality and security for clients and staff.	Certificate of Completion from Clearing House.
B-4	<u>COLLEGE INTERNS:</u>	N/A
B-4.1	College interns may perform services under the guidance and direction of the program director or visitation supervision staff. The intern must have specific goals and objectives for the learning experience.	<ul style="list-style-type: none"> <li>• Interns Goals and Objectives section from Program Operational Plan</li> <li>• Interns Goals and Objectives from school program or curriculum.</li> <li>• Intern Application</li> </ul>
B-4.2	Must meet all the requirements of the Visitation Supervisor	See Requirement ID B-2 through B-2.4
B-4.3	Must be enrolled in an accredited four-year college or university and official enrollment in a practicum/internship program under the supervision of a college instructor or administrator.	<ul style="list-style-type: none"> <li>• College Transcripts</li> <li>• CV</li> <li>• Resume</li> <li>• Letter from College Administrator</li> </ul>

**8.4.3. SECTION C – ADDITIONAL PERSONNEL REQUIREMENTS**

In this section, vendors must provide excerpts from their human resources policies and procedures that supports compliance with the listed requirements.

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
C-1	All staff and volunteers must have attained the age of 19 years.	<ul style="list-style-type: none"> <li>• Birth Certificate</li> <li>• Driver License</li> <li>• State ID Card</li> <li>• Passport</li> <li>• Form I-9</li> </ul>
C-2	Must have passed a background check as a child care provider according to the Florida Department of Law Enforcement. See §435.04, F.S.	<ul style="list-style-type: none"> <li>• Notarized State and National Criminal History Record</li> <li>• Notarized Affidavit of Disclosure</li> </ul>
C-3	Attended a screening interview with the Program Director/Administrator or his/her designee.	See Requirement ID C-4 through C8
C-4	Had information provided on his/her application validated.	Copy of employment application certified by personnel/HR staff
C-5	Has executed a signed statement that he/she has read the confidentiality requirements and agrees to abide by them.	Visit Monitor's Confidentiality Statement
C-6	Has an executed affidavit of good moral character.	Notarized Affidavit of Good Moral Character
C-7	Has executed a disclosure of all active pending criminal or civil litigation.	Notarized Affidavit of Disclosure
C-8	Has successfully completed the training appropriate for his/her duties as specified in Section B.	<ul style="list-style-type: none"> <li>• Certificates of Completion from Clearinghouse</li> <li>• Organizational Certificates of Completion related to job duties</li> <li>• Personnel Training Records</li> </ul>



**8.4.4. SECTION D – FACILITIES REQUIREMENTS**

In this section, vendors must provide information regarding the facility or facilities where the services are to be performed that supports compliance with the listed requirements.

Vendors may be co-located with other programs or users.

REQUIREMENT ID	DESCRIPTION	DOCUMENTS TO SUBMIT
D-1	A document showing the address(es) and a map of the location(s) within the Nineteenth Circuit.	Printout from online mapping service (Mapquest, Google Maps, etc.) showing location of each office.
D-2	A document describing the facility and the room(s) within the facility that will be used to provide the services, the equipment and furnishings and information demonstrating that the facility and room(s) are child friendly.	See description for guidance.
D-3	Confirmation/certification that the facility is ADA compliant.	Copy of Certificate of Occupancy.
D-4	Documentation issued by the Fire Marshall or representative of the local fire department that the facility has complied with all fire codes.	Copy of most recent Fire Marshall/Fire Department inspection report.
D-5	Documentation issued by the local building inspector that the facility is in compliance with all state and local building codes.	Copy of the most recent Building Inspector's inspection report.
D-6	Documentation confirming that all required city/county business licenses are current.	Copy of all business licenses.

**8.4.5. SECTION E – SUPREME COURT ADMINISTRATIVE ORDER PROGRAM REQUIREMENTS**

It is the intention of the OSCA to incorporate all requirements of the Supreme Court Administrative Order, dated 11/8/1999. In this section, vendors must provide information from their policies and procedures manuals demonstrating how the proposed program solution meets each requirement in the administrative order. Each item in the table below has a corresponding administrative order reference.

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REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
I(B)(1)	To assure the safety and welfare of the child, adults, and program staff during supervised contact. See Page 3.	Safety and Security policies and procedures manual.
I(B)(2)	To enable an ongoing relationship between the noncustodial parent and child by impartially observing their contact in a safe and structured environment and to facilitate appropriate child/parent interaction during supervised contact. See Page 3.	Copies of safety evaluations, danger assessments, intake forms, written protocol for termination/suspension of visits, case reports/observation notes, records of parent/child visit, etc.
I(B)(3)	Where appropriate, to provide written information to the court regarding the supervised contacts. See Page 3.	Copies of safety evaluations, danger assessments, intake forms, written protocol for termination/suspension of visits, case reports/observation notes, records of parent/child visit, etc.
I(C)	<p>Supervised contact programs in each judicial circuit shall determine the range of visitation services offered, dependent upon available resources. If resources permit, services shall be offered for dependency, family law, domestic violence cases or other cases as designated by the chief judge. The scope of services should be clearly defined in the program agreement. See Page 3.</p> <p>*NOTE: The scope of services for this contract are limited to cases involving domestic violence, stalking violence, sexual violence and child custody issues related to divorce and/or paternity matters.</p>	<ul style="list-style-type: none"> <li>• Program Charter, Mission and Vision Statement.</li> <li>• Program Policies and Procedures.</li> </ul>
I(D)(1)	For all supervised contact services provided by a program pursuant to a court order, the primary obligation shall be to the court. See Page 3.	Policies and Procedures manual.
I(D)(2)	Supervised contact is not a long-term solution to a family's problems. The short-term goal is to enable an ongoing relationship between the noncustodial parent and child by impartially observing their contact in a safe, healthy, and structured environment. The long-term goal is to facilitate unsupervised visitation in most cases and establish less structured supervision, where possible, in the remaining cases. See Page 3.	Program Charter, Mission and Vision Statement.

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
I(D)(3)	A program should be independent, accessible, safe, and designed to promote the welfare of the child and family and facilitate parent/child interaction during contact. See Page 3.	Program Charter, Mission and Vision Statement.
I(D)(4)	A program's governing authority, training and experience of visitation supervisors, and other resources shall determine the range of services provided and number of clients served. See Page 3.	<ul style="list-style-type: none"> <li>• Program Charter, Mission and Vision Statement.</li> <li>• Documentation of training programs</li> <li>• Summary of experience from resumes</li> </ul>
I(E)	Acknowledgement of:	
I(E)(1)	The chief judge in each judicial circuit has responsibility for: <ul style="list-style-type: none"> <li>a. the oversight of a program operating under the auspices of the court; and</li> <li>b. entering into a program agreement with independent programs that are in compliance with minimum standards for providers of supervised contact services.</li> </ul> See Page 3.	<ul style="list-style-type: none"> <li>• Program Charter, Mission and Vision Statement.</li> <li>• Program Policies and Procedures Manual.</li> </ul>
I(E)(2)	The role of the judge is to determine when supervised contact is appropriate and to ensure that referrals for supervised contact are comprehensive and specific as to the conditions under which the supervised contact is to occur, including the party responsible for the payment of fees for the supervised contact services. The judge shall also ensure that referrals are appropriate for the level of service available in a program. See Page 3.	<ul style="list-style-type: none"> <li>• Program Charter, Mission and Vision Statement.</li> <li>• Program Policies and Procedures Manual.</li> </ul>
I(E)(3)	The role of a program is to provide a safe, independent site at which supervised contact between the noncustodial parent and child may occur; to ensure that program staff have adequate training to observe the contact; and where appropriate, provide written information about such contact to the court. See Pages 3-4.	<ul style="list-style-type: none"> <li>• Program Charter, Mission and Vision Statement.</li> <li>• Program Policies and Procedures Manual.</li> <li>• Agreements with Local Law Enforcement</li> </ul>
I(E)(4)	The role of a program director/coordinator is to ensure the overall quality of services provided and he/she will also be able to assume roles associated with that of visitation supervisor. See Page 4.	<ul style="list-style-type: none"> <li>• Detailed Position Description.</li> <li>• Organizational chart</li> <li>• Policies and Procedures Manual</li> <li>• Staff Responsibilities section from Program Operational Plan.</li> </ul>

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
I(E)(5)	<p>The role of the visitation supervisor is to:</p> <ol style="list-style-type: none"> <li>a. maintain independence from parties;</li> <li>b. ensure that contact between parties proceeds pursuant the visitation agreement and court order;</li> <li>c. relay relevant information relating to the child's welfare between the custodial and noncustodial parent at the commencement and conclusion of supervised contact (e.g. special needs, medication, diet, etc.);</li> <li>d. intervene, where necessary or appropriate, to ensure the welfare of the child or parent;</li> <li>e. if necessary, facilitate child/parent interaction during the supervised contact;</li> <li>f. terminate the visit if the child's safety or that of other parties or staff cannot be maintained;</li> <li>g. provide constructive feedback, correction, or redirection;</li> <li>h. document the visits consistent with the program agreement. See Page 4.</li> </ol>	<ul style="list-style-type: none"> <li>• Detailed Position Description.</li> <li>• Organizational chart</li> <li>• Policies and Procedures Manual</li> <li>• Staff Responsibilities section from Program Operational Plan.</li> <li>• Copies of Intake Forms</li> <li>• Termination/Suspension of Visitation Forms</li> <li>• Case Reports/Notes Forms</li> <li>• Record of Parent/Child Visit Forms</li> </ul>
II(B)(1)	All programs receiving judicial referrals shall comply with these minimum standards. See ITN Sections 5.1, 6.4, 7.5, and 7.11	N/A
II(B)(2)	Program services shall be provided in a location suitable for the type of supervised contact services provided and be accessible for clients with various needs. See Page 5	<ul style="list-style-type: none"> <li>• Office Floorplan</li> <li>• Photos</li> <li>• See Section 8.4.4, Requirement ID's D(2) through D(6)</li> <li>• See Section 8.4.5, Requirements I(B)(1) through I(B)(3)</li> </ul>
II(B)(3)	Independent programs shall annually submit an Affidavit of Compliance with these minimum standards to the chief judge. See Page 5	Certified Affidavit of Compliance.
II(B)(4)	The chief judge may monitor the programs for compliance with the program agreement. See Page 5	Policies and Procedures Manual
II(B)(5)	In the event of a conflict between these minimum standards and local requirements, the chief judge may apply to the Chief Justice for waiver of applicability. See Page 5	See description for guidance.

II(B)(6)	A program must immediately notify the chief judge of any changes to a program's role, function, operational policies and procedures and/or capacity that affect the program's services provided to the court or its clients. See Page 5	Policies and Procedures Manual.
<b>REQUIREMENT ID</b>	<b>ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER</b>	<b>DOCUMENTS TO SUBMIT</b>
II(B)(7)	A program shall comply with all applicable local, state, and federal laws, statutes and/or regulations. See Page 5	Policies and Procedures Manual.
II(C)	Operating Policies and Procedures. A program shall have comprehensive written operating policies and procedures, which shall include, at a minimum: See Page 5	Policies and Procedures Manual.
II(C)(1)	Types of services and manner in which they are provided; See Page 5	Policies and Procedures Manual.
II(C)(2)	Case acceptance and discharge policies; See Page 5	Policies and Procedures Manual.
II(C)(3)	Procedures for communication with the court, including how the program and the court will avoid impermissible ex parte communication; See Page 5	Policies and Procedures Manual.
II(C)(4)	Procedures for providing reports to the court; See Page 5	Policies and Procedures Manual.
II(C)(5)	The visitation agreement; See Page 5	Copy of the Visitation Agreement Form
II(C)(6)	Payment of fees; See Page 5	Policies and Procedures Manual.
II(C)(7)	Hours of operation that are accessible to use; See Page 5	Policies and Procedures Manual.
II(C)(8)	Restrictions for transportation of children; See Page 5	Policies and Procedures Manual.
II(C)(9)	Security measures and emergency protocol and/or procedures; See Page 5	Policies and Procedures Manual.
II(C)(10)	Grievance procedures; See Page 5	Policies and Procedures Manual.
II(C)(11)	Policies and procedures regarding release of information; See Page 5	Policies and Procedures Manual.
II(D)(1)	Case Acceptance: Referrals from the court for any supervised contact service shall be by court order. However, these standards shall not preclude programs from entering into contracts with entities other than the court, such as the Department of Children and Families. See Page 6	Policies and Procedures Manual.

II(D)(2)	Upon referral and prior to accepting the case, programs will conduct an intake, for the purpose of obtaining relevant information about the case, the parents, and the child, including special needs of the child. See Page 6.	Policies and Procedures Manual.
<b>REQUIREMENT ID</b>	<b>ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER</b>	<b>DOCUMENTS TO SUBMIT</b>
II(D)(3)	Programs shall not discriminate against any client due to race, religion, gender, sexual orientation, national origin, age, disability, marital status, or inability to pay. See Page 6.	Policies and Procedures Manual.
II(D)(4)	A program shall decline to accept a case for which they cannot reasonably ensure the safety of all clients, program staff, and volunteers, including but not limited to the following reasons: <ul style="list-style-type: none"> <li>a. the volatile nature of the case or client;</li> <li>b. visitation supervisors are not adequately trained to manage issues identified in the intake;</li> <li>c. facilities are not adequate to provide the necessary level of security;</li> <li>d. insufficient resources; or</li> <li>e. conflict of interest.</li> </ul> See Page 6.	Policies and Procedures Manual.
II(E)(1)	A visitation supervisor shall intervene or terminate a supervised contact whenever he or she believes that the safety of clients, program staff, and volunteers cannot be reasonably ensured. See Page 6.	Policies and Procedures Manual.
II(E)(2)	A visitation supervisor may intervene or terminate a supervised contact for the following reasons: <ul style="list-style-type: none"> <li>a. One or both of the clients have failed to comply with the visitation agreement, the directives of the visit supervisor, or the court's order of referral;</li> <li>b. The child becomes ill; or</li> <li>c. The child cannot be comforted for a period exceeding 30 minutes.</li> </ul> See Page 6.	Policies and Procedures Manual.
II(E)(3)	A visitation supervisor shall have the sole discretion to withhold presentation of any inappropriate item or gift from the noncustodial parent to the child. See Page 7.	Policies and Procedures Manual.

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
II(F)(1)	<p>A program shall suspend or discharge clients for the following reasons:</p> <ul style="list-style-type: none"> <li>a. termination of court referral;</li> <li>b. safety concerns that cannot be addressed or other issues involved in the cases that cannot be effectively addressed by the program.</li> </ul> <p>See Page 7.</p>	Policies and Procedures Manual.
II(F)(2)	<p>A program may suspend or discharge clients for the following reasons:</p> <ul style="list-style-type: none"> <li>a. the case places an undue demand on the program's resources;</li> <li>b. one or both of the clients have failed to comply with the visitation agreement, the directives of the visit supervisor, or the court's order of referral;</li> <li>c. the client continually refuses to pay court ordered fees for supervised visitation services; or</li> <li>d. expiration of the time limit set out by the program or visitation agreement.</li> </ul> <p>See Page 7.</p>	Policies and Procedures Manual.
II(F)(3)	<p>A program shall immediately (within 72 hours) provide written notice to the court and the parties if:</p> <ul style="list-style-type: none"> <li>a. program services have been suspended or terminated under a condition outlined above;</li> <li>b. the parties agree that they can manage visits or exchanges without supervision; or</li> <li>c. the parties violate specific terms of the supervised contact as provided in the court order for supervised contact.</li> </ul> <p>See Page 7.</p>	Policies and Procedures Manual.
II(G)(1)	<p>Maintaining Records Generally. A program operating under the auspices of the court shall maintain records pursuant to rule 2.075, Florida Rules of Judicial Administration; independent programs shall maintain all records for a period of 5 years from the last recorded activity, or until the child reaches the age of majority, whichever occurs first.</p> <p>See Page 7.</p>	Policies and Procedures Manual.

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
II(G)(2)	Financial Records. A program shall maintain appropriate and accurate financial records and follow generally accepted accounting principles. See Page 7.	Policies and Procedures Manual.
II(G)(3)	Policies and Procedures. A program shall make written operating policies and procedures available for review, upon request of a client. See Page 7.	Policies and Procedures Manual.
II(G)(4)	Personnel Records. A program shall maintain a written personnel record for each employee or volunteer, including but not limited to: <ul style="list-style-type: none"> <li>a. application or resume;</li> <li>b. job title/description;</li> <li>c. law enforcement records check;</li> <li>d. copy of a valid photo identification card recognized in this state for the purpose of indicating a person's true name and age;</li> <li>e. documentation of employee or volunteer's satisfactory completion of minimum training requirements provided in these standards; and</li> <li>f. any other documents obtained or created by the program pertaining to the employee or volunteer.</li> </ul>	Policies and Procedures Manual.
II(G)(5)	Client Records. A program shall keep records of all supervised contact services provided pursuant to court order, including but not limited to:	Policies and Procedures Manual.
II(G)(5)(a)	Intake information to include at a minimum: <ol style="list-style-type: none"> <li>1. case name, case number, and nature of referral;</li> <li>2. division of court;</li> <li>3. court order/referral to program;</li> <li>4. photo identification of custodial parent, noncustodial parent, authorized person, and persons authorized to deliver, pick-up, or transport a child, excepting an authorized agent of the Department of the Child and Family Services;</li> <li>5. safety and medical concerns; or</li> <li>6. photo and authorization for alternative custodian, if any.</li> </ol>	Policies and Procedures Manual.



REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
II(G)(5)(b)	Written correspondence concerning each client or case, including reports to the court; and	Policies and Procedures Manual.
II(G)(5)(c)	Cancellations, closures, documentation and written observations, if any.	Policies and Procedures Manual.
II(H)	A program shall maintain all records in a discrete manner and shall not disclose, or participate in the disclosure of, information relating to a case to any person who is not a party to the cause, except in reports to the court or as provided by law or court order. Each program shall have a policy protecting any information that might reveal the location of domestic violence victims and their children or any other information that is confidential, as provided by law or order of the court. Release of case information shall be covered by written policies and procedures.	Policies and Procedures Manual.
II(I)	A program has the sole discretion to accept or decline a case referred by the court from another jurisdiction. When such cases are accepted, the program must direct all communication to the referring court.	Policies and Procedures Manual.
II(J)	<p>A program must have written procedures regarding the internal management of complaints lodged by clients, or any other party to a case.</p> <ol style="list-style-type: none"> <li>1. If complaints cannot be resolved through a program's internal grievance procedure, the complaint may be brought to the court's attention by motion to the court.</li> <li>2. Complaints about a program's operational policies and procedures, administration, or management must be directed to the chief judge for resolution.</li> </ol>	Policies and Procedures Manual.

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
II(K)(1)	<p>A program must have written security policies that include:</p> <ol style="list-style-type: none"> <li>a. evacuation procedures in case of an emergency;</li> <li>b. agreements with local law enforcement;</li> <li>c. handling of critical incidents such as violent, dangerous, or inappropriate behavior of clients, for example, the attempted abduction of a child; and</li> <li>d. handling of medical emergencies, client, staff, or volunteer injuries, and worker's compensation procedures.</li> </ol>	Policies and Procedures Manual.
II(K)(2)	A program must take reasonable security precautions, including an intake and case review procedure, for identifying cases that may have security issues and risks prior to providing supervised contact services.	Policies and Procedures Manual.
II(L)	A program must have general and liability insurance for staff and volunteers.	See Requirement ID A-5 Policies and Procedures Manual.
III(A)	<p>Prior to receiving assignments from the program, all program staff, whether paid or volunteer, who have direct contact with program clients or children, must have:</p> <ol style="list-style-type: none"> <li>1. attained the age of 19 years;</li> <li>2. acceptable results of a background check in accordance with Florida Department of Law Enforcement standards for child care providers;</li> <li>3. attended a screening interview with the Program Director/Administrator or his/her designee that includes: <ol style="list-style-type: none"> <li>I. an application review;</li> <li>ii. having executed a signed statement which addresses the areas of confidentiality;</li> <li>iii. having executed an affidavit of moral character; and</li> <li>iv. having executed an affidavit of disclosure that lists any and all active pending criminal or civil litigation;</li> <li>v. successfully completed any additional training requirements for the position as specified in this section.</li> </ol> </li> </ol>	Policies and Procedures Manual. See 8.4.2 Section B

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
III(B)(1)	<p><u>Program Director/Administrator:</u> A program administrator is responsible for the operation of the center, employment and supervision of staff, and the administration of programs. Employment and volunteer applicants, regardless of qualifications, shall be accepted and/or terminated at the discretion of the Program Director/Administrator. Persons acting in this capacity by a different title in any center shall meet the qualifications, and have the authority, of a Program Director/Administrator. Persons performing in this capacity report directly to the governing board or the governing authority for the program.</p> <p><u>Minimum Qualifications:</u> Graduation from an accredited college or university with a bachelor's degree in social services or related field. Progressively responsible experience in the area of child abuse, domestic violence, custody, visitation and/or family issues may substitute for the recommended college education on a year for year basis; and</p> <p>Two (2) years professional experience which includes knowledge of child abuse, domestic violence, custody, visitation and/or family issues.</p> <p>Demonstrated proficiency in competency based training as specified by the Florida Clearinghouse on Supervised Visitation. See Pages 10 and 11.</p>	Policies and Procedures Manual. See 8.4.2 Section B

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
III(B)(2)	<p><u>Visitation Supervisor and Monitor/Observer:</u> Persons performing in this capacity are responsible for supervising noncustodial parent contact with children in accordance with the program's goals and objectives. They must record observations of visits on the center's standardized form, complete checklists, and will prepare reports to the court, as provided in Section IV of these standards.</p> <p><u>Minimum Qualifications:</u> Prior to supervising visitations, persons in this capacity shall complete:</p> <p>Two (2) hours of orientation training in the following areas: practice, policy and procedures; use of forms; confidentiality; security; levels of supervision; observation techniques; and recording observations; and</p> <p>Five (5) hours in a mentoring program with a practicing supervised visitation monitor either at an existing visitation program or with a licensed professional who has at least one (1) year of experience in supervising visitations.</p> <p><u>Training:</u> Demonstrated proficiency in competency based training as specified by the Florida Clearinghouse on Supervised Visitation, which shall include, but shall not be limited to the areas of child development, child abuse indicators, mental health, substance abuse, parental alienation, domestic violence, cultural diversity and crisis intervention.</p> <p>See Page 11</p>	Policies and Procedures Manual. See 8.4.2 Section B
III(B)(3)	<p><u>Clerical/Maintenance-Staff.</u> Clerical staff provide services in the program office, or in areas of the program where specialized training in visitation supervision techniques is not required.</p> <p><u>Minimum Qualifications:</u> Educational level, or work experience, sufficient to meet the responsibilities of the specific task(s); and</p> <p>Completion of an orientation program of at least two (2) hours which includes an overview of the center's goals and objectives, the assignments of administrative staff, confidentiality, and security for clients and staff.</p> <p>See Page 11</p>	Policies and Procedures Manual. See 8.4.2 Section B

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
III(B)(4)	<p>College Interns. College interns perform services under the guidance and direction of the program director or visitation supervisor staff. The internship shall be a learning experience with specific goals and objectives. Besides the general requirements specified for other staff who have contact with clients, interns shall meet the following additional qualifications:</p> <p>Enrollment in an accredited four year college or university and official enrollment in a practicum/internship program under the supervision of a college instructor/administrator;</p> <p>Official enrollment in a college or university in an area of major studies related to the function of the center;</p> <p>Presentation of clearly defined educational goals and objectives related to supervised visitation.</p> <p>See Page 11</p>	<p>Policies and Procedures Manual. See 8.4.2 Section B</p>
IV	<p>Programs should use checklists or clear and concise statements to record what happens during the contact and should avoid including opinions and judgments. The supervisor should only report attendance and observable behaviors.</p> <p>See Page 12.</p>	<ul style="list-style-type: none"> <li>• Policies and procedures manual.</li> <li>• Summary/Observation Notes Template.</li> <li>• Intake Form Templates.</li> <li>• Parties/Records of visits/documentation</li> <li>• Periodic case review forms</li> </ul>
IV(A)	<p>Frequency of Reports</p> <ol style="list-style-type: none"> <li>1. immediately upon incident;</li> <li>2. upon request from the court or other agency;</li> <li>3. by subpoena; or</li> <li>4. periodically.</li> </ol> <p>See Page 12.</p>	<ul style="list-style-type: none"> <li>• Policies and procedures manual.</li> <li>• Summary/Observation Notes Template.</li> <li>• Intake Form Templates.</li> <li>• Parties/Records of visits/documentation</li> <li>• Periodic case review forms</li> </ul>
IV(B)	<p>Reporting Method</p> <ol style="list-style-type: none"> <li>1. written; or</li> <li>2. verbal.</li> </ol> <p>See Page 12.</p>	<ul style="list-style-type: none"> <li>• Policies and procedures manual.</li> <li>• Summary/Observation Notes Template.</li> <li>• Intake Form Templates.</li> <li>• Parties/Records of visits/documentation</li> <li>• Periodic case review forms</li> </ul>

<p>V(C)</p>	<p>Report Formats</p> <ol style="list-style-type: none"> <li>1. <u>Detailed Observation</u> offer a comprehensive account of events that took place between the noncustodial parent and child. Providers may use a checklist during the visit which records the level of adherence to visitation arrangements by the parent, for example, compliance with scheduling and program rules. Providers shall include an objective account of all behaviors and actions observed between the parent and child as they occur.</li> <li>2. <u>Summary Reports</u> provide an overview of the interaction that took place between the parent and child during a supervised visit. The summary report must be factual, objective and absent of any professional recommendations. Unlike the detailed observation report, the summary report must not contain a comprehensive list of all behaviors observed between the parent and child. Instead this report is meant to provide the court with a brief synopsis of the visitation.</li> <li>3. <u>Incident Reports</u> provide a detailed account of potentially harmful behavior exhibited by a parent or child, either towards another client or program staff, during the supervised contact. The provider observes a behavior or action from the parent that he/she perceives as an indication for alarm and will immediately submit a detailed account of the incident. This account will include, when the incident took place, what initiated the behavior, how the incident occurred, the reaction of the clients, and the action(s) taken. Once again, this shall strictly be a factual account and shall not offer a professional opinion as to what course of action should be sought regarding this incident.</li> <li>4. <u>Evaluative Reports</u> provide an assessment which offers professional opinions and recommendations as to the observed contact between the parent and child. Such reports</li> </ol>	<p>Policies and Procedures Manual.</p>
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	<p>must be completed by a licensed mental health professional or otherwise qualified professional. Without prior approval from the chief judge, or from the court, a program must not offer a report that provides recommendations or expresses opinions, specifically an opinion about the appropriate future course of access between a parent and child who have been supervised by a program.</p> <p>See Pages 12 and 13.</p>	
IV(D)	<p>All observation notes or reports must indicate that the contents of the notes reflect the various levels of training and experience of the different observers; that the observations have occurred in a structured and protected setting; and that care should be exercised by any reader in making predictions about how the contacts might occur in a different setting.</p>	Policies and Procedures Manual.

**8.4.6. SECTION F – CIRCUIT SPECIFIC REQUIREMENTS**

In this section, vendors must provide evidence that their proposed solution to delivering the services required by this ITN meet the requirements listed. In addition to a narrative to explain how the solution meets the requirement, the Vendor must reference a section in the Program Operations, Policies and Procedures Manual.

The proposed program solution must:

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
F-1	<p>Provide a complete list of the types of cases their program cannot accept.</p> <p>See also 8.4.5, Section E, II(D)(4)</p>	Policies and Procedures Manual.
F-2	<p>Provide the operating schedule for the program, including days and hours of operation and the days and times which each program service is available</p>	Policies and Procedures Manual.
F-3	<p>Provide a detailed description of the proposed process for receiving referrals from the Court, including the writing of the court order and delivery/transmission to the program.</p>	Policies and Procedures Manual.
F-4	<p>Provide to the Court and submit updates as necessary, a list of all locations where supervised visitation and exchange activities for the program are held.</p>	Policies and Procedures Manual.

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
F-5	Provide a plan to ensure that each location has continuous oversight and monitoring to ensure cleanliness, safety and quality of the facility for program activities.	Policies and Procedures Manual.
F-6	Guarantee access to all locations where supervised visitation and exchange activities for the program are held for the purposes of inspection by the Court or a designee appointed by the Court during operating hours and at other reasonable times by appointment.	Policies and Procedures Manual.
F-7	Provide a communications plan to ensure that staff are kept current on changes in policy, procedures, best-practices, actual case experiences and outcomes, new issues in the identification and handling of child abuse cases (emotional, physical, sexual), spousal abuse cases, family dynamics, and anger management.	Policies and Procedures Manual.
F-8	Provide a plan for managing the development, modifications, review and approval, implementation and evaluation of the effectiveness of all program forms and report formats.	Policies and Procedures Manual.
F-9	Provide a plan to ensure on-going training necessary to advance the knowledge of the staff, enhance the effectiveness of the program, and to ensure continual compliance with minimum standards.	Policies and Procedures Manual.
F-10	Provide a plan for the separate or staggered entry and exit of the parties to prevent incidents outside of the supervised environment.	Policies and Procedures Manual.
F-11	Provide a plan to engage the services of certified law enforcement officers to provide security for all visitation or exchange services.	Policies and Procedures Manual.
F-12	Provide a plan for staff to participate in technical assistance, training and research at the Clearinghouse on Supervised Visitation at Florida State University.	Policies and Procedures Manual.



**8.4.7. SECTION G – CONTRACTOR OPERATIONS, POLICIES AND PROCEDURES**

In this section, the Vendor will provide copies of their proposed program operating documentation. The documentation will include:

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
G-1	Provide the operating plan, organization chart, work break-down structure for the program, high-level overview of the delivery of services, quality assurance and administration overviews, financial plan and how this program fits with other programs operated by the vendor.	Policies and Procedures Manual.
G-2	Provide documentation of the proposed policies for the program and the process for generating and modifying policy.	Policies and Procedures Manual.
G-3	Provide documentation of the proposed procedures for the delivery of services under the program.	Policies and Procedures Manual.
G-4	Provide the procedure for recruiting, vetting, hiring and training program staff, including details of the background check process and what elements are included in the check.	Policies and Procedures Manual.
G-5	Provide the proposed fee/pricing structure, criteria to be used for determining if reduced fees are warranted and collections for billed services that go unpaid.	Policies and Procedures Manual.

**8.4.8. SECTION H – FORMS AND REPORTS**

In this section, the Vendor will provide copies of the proposed forms and report templates to be used as part of the program files. The documentation will include:

REQUIREMENT ID	ADMINISTRATIVE ORDER REFERENCE AND PAGE NUMBER	DOCUMENTS TO SUBMIT
H-1	Provide copies of forms being proposed for use in the program.	<ul style="list-style-type: none"> <li>• Policies and Procedures Manual.</li> <li>• Copies of Forms</li> </ul>
H-2	Provide copies of reports templates being proposed for use in the program.	<ul style="list-style-type: none"> <li>• Policies and Procedures Manual.</li> <li>• Copies of Forms</li> </ul>

#### **8.4.9. SECTION I – CONFIDENTIAL INFORMATION CLAIMS**

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, this section is where the Vendor will include the justification to support the claim that such information should be treated as “CONFIDENTIAL.” The OSCA General Counsel will review the claims and justification submitted and will determine if such claim is valid and appropriate for the purposes of activities associated with this ITN. Claims deemed invalid will be rejected and the Vendor will have the opportunity to withdraw their proposal.

VENDORS WILL BE REQUIRED TO DEFEND THEIR CLAIMS IN THE EVENT OF A PUBLIC RECORDS REQUEST CHALLENGE.

#### **8.4.10. SECTION J – REQUIREMENTS CHECKLIST**

The Vendor must complete the Requirements Checklist, Attachment XX to this ITN and submit it in this section. Each mandatory requirement in this ITN is included in the checklist, along with the location in the ITN where the requirement can be found. Vendors must add the location in their proposal where evaluators can find your proposed solution to meeting the requirement. **CAUTION: EVALUATORS WILL NOT BE REQUIRED TO SEARCH THROUGH YOUR PROPOSAL TO FIND YOUR SOLUTION TO ANY REQUIREMENT. FAILURE TO COMPLETE THE CHECKLIST WILL RESULT IN THE PROPOSAL BEING DISQUALIFIED FROM FURTHER CONSIDERATION. LEAVING ANY ITEM ON THE CHECKLIST BLANK MAY RESULT IN A DISQUALIFICATION OF THE PROPOSAL AT THE DISCRETION OF THE OSCA, EVEN IF THE SOLUTION IS LOCATED.**

#### **8.4.11. SECTION K – COST SUMMARY SHEET**

The Vendor must submit a full listing of services to be provided under this program and the associated costs to the clients.

#### **8.4.12. SECTION L – FIXED-UNIT COSTS FORMULA SHEET**

The Vendor must submit the methodology and data used to generate the costs for each cost on the Cost Summary Sheet. All cost elements must be provided.

#### **8.4.13. SECTION M – CLIENTS AND SERVICES ESTIMATES**

The Vendor must submit an estimate of the number of clients and services can be provided by the Vendor, based on their current program obligations, income from other sources and estimated income from this program for the month and for the State Fiscal Year (SFY July 1 to June 30).

### **8.5 QUALITY ASSURANCE AND MONITORING**

As required by State Law and State Court System directives, program operations and activities will be monitored by the Court to verify Vendor performance.

The Vendor shall provide the Court the necessary reports, documents, access to case files, facilities and staff as needed.

The Court will monitor operations, processes, systems and procedures for quality and compliance with contract requirements. A monitoring plan and schedule will be developed by the Court, with consultation with the Contractor within 90 days of the execution of a contract. Monitoring will *include* but not be limited to:

- 8.5.1 Level of proficiency in providing the required services.
- 8.5.2 Responsiveness and timeliness in providing customer service.
- 8.5.3 Responsiveness to Court inquiries.
- 8.5.4 Compliance with Confidentiality and Security Requirements.
- 8.5.5 Timeliness of submission of reports and documentation to the Court.
- 8.5.6 Onsite inspections and observations of operations.
- 8.5.7 Inspections of any areas occupied by the Contractor to include safes, filing cabinets, drawers, and storage areas to ensure confidential information safeguards are being practiced.
- 8.5.8 Information provided by stakeholders, clients and other interested parties.



**FLORIDA STATE COURT SYSTEM**  
**OFFICE OF THE STATE COURTS ADMINISTRATOR**  
**INVITATION TO NEGOTIATE**

**CONTRACTUAL SERVICES - ACKNOWLEDGEMENT FORM**

Page <u>1</u> of <u>232</u> Pages		SUBMIT FORM TO: Office of the State Courts Administrator General Services Office, 500 S. Duval Street Tallahassee, Florida 32399-1900 Email - <a href="mailto:SCS_Contracts@flcourts.org">SCS_Contracts@flcourts.org</a>	
AGENCY RELEASE DATE: May 26, 2017			
SOLICITATION TITLE: <b>19<sup>th</sup> CIRCUIT COURT SUPERVISED VISITATION PROGRAM PROVIDERS</b>		SOLICITATION NO: <b>ITN# 2200-17/001</b>	
PROPOSALS WILL BE OPENED: <b>June 13, 2017 @ 3:00 PM</b> and may not be withdrawn prior to execution of a Contract.			
VENDOR NAME:		<hr/> *AUTHORIZED SIGNATURE (MANUAL)          <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE    *This individual must have the authority to bind the respondent.	
VENDOR MAILING ADDRESS:			
CITY - STATE - ZIP:			
PHONE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			
I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Response, including but not limited to, certification requirements. In submitting a Response to the Judicial Branch of the State of Florida, the Respondent certifies compliance with the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

**NOTICE OF CONFLICT OF INTEREST**

For participating in the Invitation to Negotiate process, the undersigned corporate officer states as follows:

1. The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its political subdivisions (if additional space is needed provide on a separate page titled "Attachment A: Item 1 Continued"):

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By checking this box, I certify there are no disclosures to make for this section.

2. The persons listed below are current State or political subdivision employees who own an interest of five percent (5%) or more in the company/entity name above (if additional space is needed provide on a separate page titled "Attachment A: Item 2 Continued"):

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By checking this box, I certify there are no disclosures to make for this section.

The above information is true and correct to the best of my knowledge.

Authorized Representative (Type/Print) and Title:

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Signature:

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Date:

---

**STATEMENT OF NO INVOLVEMENT**

I, as an authorized representative \_\_\_\_\_ certify that no member of this firm, nor any person having any interest in this firm, has been involved with the Office of the State Courts Administrator to assist in:

1. Developing this Invitation to Negotiate;
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate;
3. The evaluation of Proposals for commodities or services contained in this Invitation to Negotiate;

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

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**CORPORATE REFERENCES**

Vendor Name: \_\_\_\_\_

The vendor shall provide three (3) customer references for projects similar in scope (current and prior) that the vendor has performed within the past five (5) years, including a brief project description. The OSCA reserves the right to use references obtained other than those the vendor provided.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date of Services Provided: \_\_\_\_\_

General Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*ATTENTION VENDOR: PLEASE MAKE COPIES OF THIS PAGE AS NEEDED TO SUBMIT ALL REQUIRED REFERENCES.**

**COST RESPONSE Form**

The sole consideration to be paid to the Vendor for its services will be that paid by the client, grants and donations. The OSCA will not reimburse the Contractor for expenses associated with this Contract. The Court will be referring clients to the Vendor, the OSCA must ensure that the fees are reasonable and customary for the same services provided in the area.

Please complete all information requested below, including your proposed fees and sliding scale structure and criteria for determining the client’s eligibility for any reduced fee based on the sliding scale proposed. This data submitted by all interested vendors will be used to generate a matrix that will be used to qualify the Vendor for an award under this ITN. The matrix will identify the “reasonable and customary” median-range of fees for the contracted services and identify the “natural break” for fees that exceed or are far below the median-range. The OSCA intends to negotiate with those Vendors with fees within the median-range. Vendors with fees that exceed or are far below the median-range will be given the opportunity to negotiate, at the sole discretion of the OSCA, based on the recommendation of the Evaluation Team members. All Vendors invited to negotiate will be given the opportunity to submit a “Best and Final” to adjust their prices to align with the median-range, if necessary.

In compliance with this Invitation to Negotiate for the Nineteenth Judicial Circuit Court Supervised Visitation Program, \_\_\_\_\_ proposes to charge the following fees to the clients referred to the Vendor for supervised visitation services as described in this ITN. In making this proposal, we acknowledge that we have read and understand this ITN and hereby submit our Proposal in accordance with the terms, conditions and specifications of this ITN.

<b>A Line #</b>	<b>B Service Title (Deliverable)</b>	<b>C Cost Per Service</b>	<b>D Sliding Scale Price Point #1</b>	<b>E Sliding Scale Price Point #2</b>	<b>F Sliding Scale Price Point #3</b>
1					
2					
3					
4					

<b>A Line #</b>	<b>G Price Point #</b>	<b>H Maximum Income To Qualify</b>	<b>I Minimum Income To Qualify</b>
5	Price Point #1		
6	Price Point #2		
7	Price Point #3		



**ITN #2200-17/001**  
**ATTACHMENT E**

Fee change percentage for renewal period #1	
Fee change percentage for renewal period #2	
Fee change percentage for renewal period #3	

**Signed by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Vendor ID # as registered in MFMP:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

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

**ITN #2200-17/001**  
**ATTACHMENT F**

Vendors MUST enter the location(s) in their response where our evaluators will find the details of how the proposed program solution meets each requirement. Any field not darkened must contain a location. If a location is not provided, Evaluators will not be required to search through a response to find the information needed and a “fail” determination may be given. A “fail” on any requirement will result in the vendor being disqualified from further consideration.

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
A-1	A cover letter on organization letterhead formally submitting the proposal and guaranteeing the proposal terms until all contracts awarded as a result of this ITN are executed. Certifying agreement with the procurement process and that no conflicts exist that would prevent the Vendor from entering into a contract awarded under this ITN. The letter must be signed by a person authorized to bind the organization to a contract. See 8.4.1.1, 8.4.1.2, 8.4.1.3, 8.4.1.4 and 8.4.1.6		
A-2	A copy of the annual report filed with the Florida Department of State, Division of Corporations each year.		
A-3	A copy of the confirmation of the filing of your organizations W9 or Substitute W9 from the Department of Financial Services.		
A-4	A copy of the confirmation of registration with the department of revenue for corporate tax purposes.		
A-5	A copy of the proof of insurance and bonding required in Sections 7.11.		
A-6	Certification and evidence that your organization has policies in place to ensure compliance with the laws, statutes, codes and rules. .		
A-7	A copy of the registration confirmation from the MyFloridaMarketPlace System.		
A-8	Information on all proposed sub-contractors, including copies of sub-contracts, copies of any procurement documents and/or proposals, and evidence that the subcontractor has met all the corporate requirements identified in items A-1 through A-7.		
A-9	Documentation of previous program experience, including summaries of programs and reports on program performance.		
A-10	Summary of financial systems, information for all funding sources, and the annual budgets and financial reports for the previous three fiscal years.		

**ITN #2200-17/001**  
**ATTACHMENT F**

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
B-1	Program director/administrator: Persons acting in this capacity by a different title within any program will be required to meet the requirements of the program director/administrator position.		
B-1.1	Responsible for the operation of the program, employment and supervision of the staff, the use of volunteer applicants and administration of program.		
B-1.2	At a minimum, graduation from an accredited college or university with a bachelor's degree in social services or a closely related field.		
B-1.3	A minimum of two years of verifiable evidence of progressively responsible experience in the area of child abuse, domestic violence, custody, visitation and/or family issues.		
B-1.4	Demonstrated proficiency in competency-based training as specified in the florida clearinghouse on supervised visitation.		
B-2	Visitation supervisor and monitor/observer:		
B-2.1	Responsible for supervising non-custodial parent contact with children in accordance with the program goal and objectives. They may record observations of visits, complete forms and checklists, and prepare reports for the court.		
B-2.2	Two hours of orientation training in the following areas: practice, policy and procedures, use of forms, confidentiality, security, levels of supervision, observation techniques and recording observations.		
B-2.3	Five hours in a mentoring program with a practicing supervised visitation monitor either at an existing visitation program with a licensed professional who has at least one year of experience supervising visitations.		
B-2.4	Demonstrated proficiency in competency-based training as specified in the Florida Clearinghouse on Supervised Visitation, which must include, but is not limited to: child development, child abuse indicators, mental health, substance abuse, parental alienation, domestic violence, cultural diversity and crisis intervention.		

**ITN #2200-17/001**  
**ATTACHMENT F**

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
B-3	<u>All other staff:</u>		
B-3.1	Completion of an orientation program of at least two hours which must include an overview of the program's goals and objectives, the assignments of administrative staff, confidentiality and security for clients and staff.		
B-4	<u>College interns:</u>		
B-4.1	College interns may perform services under the guidance and direction of the program director or visitation supervision staff. The intern must have specific goals and objectives for the learning experience.		
B-4.2	Must meet all the requirements of the visitation supervisor		
B-4.3	Must be enrolled in an accredited four-year college or university and official enrollment in a practicum/internship program under the supervision of a college instructor or administrator.		
C-1	All staff and volunteers must have attained the age of 19 years.		
C-2	Must have passed a background check as a child care provider according to the florida department of law enforcement. See §435.04, f.s.		
C-3	Attended a screening interview with the program director/administrator or his/her designee.		
C-4	Had information provided on his/her application validated.		
C-5	Has executed a signed statement that he/she has read the confidentiality requirements and agrees to abide by them.		
C-6	Has an executed affidavit of good moral character.		
C-7	Has executed a disclosure of all active pending criminal or civil litigation.		
C-8	Has successfully completed the training appropriate for his/her duties as specified in Section B.		
D-1	A document showing the address(es) and a map of the location(s) within the Nineteenth Circuit.		
D-2	A document describing the facility and the room(s) within the facility that will be used to provide the services, the equipment and furnishings and information demonstrating that the facility and room(s) are child friendly.		

**ITN #2200-17/001**  
**ATTACHMENT F**

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
D-3	Confirmation/certification that the facility is ADA compliant.		
D-4	Documentation issued by the Fire Marshall or representative of the local fire department that the facility has complied with all fire codes.		
D-5	Documentation issued by the local building inspector that the facility is in compliance with all state and local building codes.		
D-6	Documentation confirming that all required city/county business licenses are current.		
I(B)(1)	To assure the safety and welfare of the child, adults, and program staff during supervised contact. See Page 3.		
I(B)(2)	To enable an ongoing relationship between the noncustodial parent and child by impartially observing their contact in a safe and structured environment and to facilitate appropriate child/parent interaction during supervised contact. See Page 3.		
I(B)(3)	Where appropriate, to provide written information to the court regarding the supervised contacts. See Page 3.		
I(C)	Supervised contact programs in each judicial circuit shall determine the range of visitation services offered, dependent upon available resources. If resources permit, services shall be offered for dependency, family law, domestic violence cases or other cases as designated by the chief judge. The scope of services should be clearly defined in the program agreement. See Page 3.		
I(D)(1)	For all supervised contact services provided by a program pursuant to a court order, the primary obligation shall be to the court. See Page 3.		

ITN #2200-17/001  
ATTACHMENT F

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
I(D)(2)	Supervised contact is not a long-term solution to a family's problems. The short-term goal is to enable an ongoing relationship between the noncustodial parent and child by impartially observing their contact in a safe, healthy, and structured environment. The long-term goal is to facilitate unsupervised visitation in most cases and establish less structured supervision, where possible, in the remaining cases. See Page 3.		
I(D)(3)	A program should be independent, accessible, safe, and designed to promote the welfare of the child and family and facilitate parent/child interaction during contact. See Page 3.		
I(D)(4)	A program's governing authority, training and experience of visitation supervisors, and other resources shall determine the range of services provided and number of clients served. See Page 3.		
I(E)	Acknowledgement of:		
I(E)(1)	The chief judge in each judicial circuit has responsibility for: a. the oversight of a program operating under the auspices of the court; and b. entering into a program agreement with independent programs that are in compliance with minimum standards for providers of supervised contact services. See Page 3.		
I(E)(2)	The role of the judge is to determine when supervised contact is appropriate and to ensure that referrals for supervised contact are comprehensive and specific as to the conditions under which the supervised contact is to occur, including the party responsible for the payment of fees for the supervised contact services. The judge shall also ensure that referrals are appropriate for the level of service available in a program. See Page 3.		

**ITN #2200-17/001**  
**ATTACHMENT F**

REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
I(E)(3)	The role of a program is to provide a safe, independent site at which supervised contact between the noncustodial parent and child may occur; to ensure that program staff have adequate training to observe the contact; and where appropriate, provide written information about such contact to the court. See Pages 3-4.		
I(E)(4)	The role of a program director/coordinator is to ensure the overall quality of services provided and he/she will also be able to assume roles associated with that of visitation supervisor. See Page 4.		
I(E)(5)	<p>The role of the visitation supervisor is to:</p> <ul style="list-style-type: none"> <li>a. maintain independence from parties;</li> <li>b. ensure that contact between parties proceeds pursuant the visitation agreement and court order;</li> <li>c. relay relevant information relating to the child's welfare between the custodial and noncustodial parent at the commencement and conclusion of supervised contact (e.g. special needs, medication, diet, etc.);</li> <li>d. intervene, where necessary or appropriate, to ensure the welfare of the child or parent;</li> <li>e. if necessary, facilitate child/parent interaction during the supervised contact;</li> <li>f. terminate the visit if the child's safety or that of other parties or staff cannot be maintained;</li> <li>g. provide constructive feedback, correction, or redirection;</li> <li>h. document the visits consistent with the program agreement.</li> </ul> <p>See Page 4.</p>		
II(B)(1)	All programs receiving judicial referrals shall comply with these minimum standards. See ITN Sections 5.1, 6.4, 7.5, and 7.11		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED	P=PASS F=FAIL
II(B)(2)	Program services shall be provided in a location suitable for the type of supervised contact services provided and be accessible for clients with various needs. See Page 5		
II(B)(3)	Independent programs shall annually submit an Affidavit of Compliance with these minimum standards to the chief judge. See Page 5		
II(B)(4)	The chief judge may monitor the programs for compliance with the program agreement. See Page 5		
II(B)(5)	In the event of a conflict between these minimum standards and local requirements, the chief judge may apply to the Chief Justice for waiver of applicability. See Page 5		
II(B)(6)	A program must immediately notify the chief judge of any changes to a program's role, function, operational policies and procedures and/or capacity that affect the program's services provided to the court or its clients. See Page 5		
II(B)(7)	A program shall comply with all applicable local, state, and federal laws, statutes and/or regulations. See Page 5		
II(C)	Operating Policies and Procedures. A program shall have comprehensive written operating policies and procedures, which shall include, at a minimum: See Page 5		
II(C)(1)	Types of services and manner in which they are provided; See Page 5		
II(C)(2)	Case acceptance and discharge policies; See Page 5		
II(C)(3)	Procedures for communication with the court, including how the program and the court will avoid impermissible ex parte communication; See Page 5		
II(C)(4)	Procedures for providing reports to the court; See Page 5		
II(C)(5)	The visitation agreement; See Page 5		
II(C)(6)	Payment of fees; See Page 5		
REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED	P=PASS F=FAIL



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II(C)(7)	Hours of operation that are accessible to use; See Page 5		
II(C)(8)	Restrictions for transportation of children; See Page 5		
II(C)(9)	Security measures and emergency protocol and/or procedures; See Page 5		
II(C)(10)	Grievance procedures; See Page 5		
II(C)(11)	Policies and procedures regarding release of information; See Page 5		
II(D)(1)	Referrals from the court for any supervised contact service shall be by court order. However, these standards shall not preclude programs from entering into contracts with entities other than the court, such as the Department of Children and Families. See Page 6		
II(D)(2)	Upon referral and prior to accepting the case, programs will conduct an intake, for the purpose of obtaining relevant information about the case, the parents, and the child, including special needs of the child. See Page 6.		
II(D)(3)	Programs shall not discriminate against any client due to race, religion, gender, sexual orientation, national origin, age, disability, marital status, or inability to pay. See Page 6.		
II(D)(4)	A program shall decline to accept a case for which they cannot reasonably ensure the safety of all clients, program staff, and volunteers, including but not limited to the following reasons: <ul style="list-style-type: none"> <li>d. the volatile nature of the case or client;</li> <li>e. visitation supervisors are not adequately trained to manage issues identified in the intake;</li> <li>f. facilities are not adequate to provide the necessary level of security;</li> <li>d. insufficient resources; or</li> <li>e. conflict of interest.</li> </ul> See Page 6.		
<b>REQUIREMENT ID</b>	<b>DESCRIPTION</b>	<b>LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED</b>	<b>P=PASS F=FAIL</b>

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II(E)(1)	A visitation supervisor shall intervene or terminate a supervised contact whenever he or she believes that the safety of clients, program staff, and volunteers cannot be reasonably ensured. See Page 6.		
II(E)(2)	A visitation supervisor may intervene or terminate a supervised contact for the following reasons: <ul style="list-style-type: none"> <li>b. One or both of the clients have failed to comply with the visitation agreement, the directives of the visit supervisor, or the court's order of referral;</li> <li>b. The child becomes ill; or</li> <li>c. The child cannot be comforted for a period exceeding 30 minutes.</li> </ul> See Page 6.		
II(E)(3)	A visitation supervisor shall have the sole discretion to withhold presentation of any inappropriate item or gift from the noncustodial parent to the child. See Page 7.		
II(F)(1)	A program shall suspend or discharge clients for the following reasons: <ul style="list-style-type: none"> <li>a. termination of court referral;</li> <li>b. safety concerns that cannot be addressed or other issues involved in the cases that cannot be effectively addressed by the program.</li> </ul> See Page 7.		
II(F)(2)	A program may suspend or discharge clients for the following reasons: <ul style="list-style-type: none"> <li>a. the case places an undue demand on the program's resources;</li> <li>b. one or both of the clients have failed to comply with the visitation agreement, the directives of the visit supervisor, or the court's order of referral;</li> <li>c. the client continually refuses to pay court ordered fees for supervised visitation services; or</li> <li>d. expiration of the time limit set out by the program or visitation agreement.</li> </ul> See Page 7.		
<b>REQUIREMENT ID</b>	<b>DESCRIPTION</b>	<b>LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED</b>	<b>P=PASS F=FAIL</b>

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II(F)(3)	<p>A program shall immediately (within 72 hours) provide written notice to the court and the parties if:</p> <ul style="list-style-type: none"> <li>a. program services have been suspended or terminated under a condition outlined above;</li> <li>b. the parties agree that they can manage visits or exchanges without supervision; or</li> <li>c. the parties violate specific terms of the supervised contact as provided in the court order for supervised contact.</li> </ul> <p>See Page 7.</p>		
II(G)(1)	<p>Maintaining Records Generally. A program operating under the auspices of the court shall maintain records pursuant to rule 2.075, Florida Rules of Judicial Administration; independent programs shall maintain all records for a period of 5 years from the last recorded activity, or until the child reaches the age of majority, whichever occurs first.</p> <p>See Page 7.</p>		
II(G)(2)	<p>Financial Records. A program shall maintain appropriate and accurate financial records and follow generally accepted accounting principles.</p> <p>See Page 7.</p>		
II(G)(3)	<p>Policies and Procedures. A program shall make written operating policies and procedures available for review, upon request of a client.</p> <p>See Page 7.</p>		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED	P=PASS F=FAIL
II(G)(4)	<p>Personnel Records. A program shall maintain a written personnel record for each employee or volunteer, including but not limited to:</p> <ul style="list-style-type: none"> <li>g. application or resume;</li> <li>h. job title/description;</li> <li>i. law enforcement records check;</li> <li>j. copy of a valid photo identification card recognized in this state for the purpose of indicating a person's true name and age;</li> <li>k. documentation of employee or volunteer's satisfactory completion of minimum training requirements provided in these standards; and</li> <li>l. any other documents obtained or created by the program pertaining to the employee or volunteer.</li> </ul>		
II(G)(5)	<p>Client Records. A program shall keep records of all supervised contact services provided pursuant to court order, including but not limited to:</p>		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
II(G)(5)(a)	Intake information to include at a minimum: <ol style="list-style-type: none"> <li>5. case name, case number, and nature of referral;</li> <li>6. division of court;</li> <li>7. court order/referral to program;</li> <li>8. photo identification of custodial parent, noncustodial parent, authorized person, and persons authorized to deliver, pick-up, or transport a child, excepting an authorized agent of the Department of the Child and Family Services;</li> <li>9. safety and medical concerns; or</li> <li>10. photo and authorization for alternative custodian, if any.</li> </ol>		
II(G)(5)(b)	Written correspondence concerning each client or case, including reports to the court; and		
II(G)(5)(c)	Cancellations, closures, documentation and written observations, if any.		
II(H)	A program shall maintain all records in a discrete manner and shall not disclose, or participate in the disclosure of, information relating to a case to any person who is not a party to the cause, except in reports to the court or as provided by law or court order. Each program shall have a policy protecting any information that might reveal the location of domestic violence victims and their children or any other information that is confidential, as provided by law or order of the court. Release of case information shall be covered by written policies and procedures.		
II(I)	A program has the sole discretion to accept or decline a case referred by the court from another jurisdiction. When such cases are accepted, the program must direct all communication to the referring court.		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
II(J)	<p>A program must have written procedures regarding the internal management of complaints lodged by clients, or any other party to a case.</p> <p>11. If complaints cannot be resolved through a program's internal grievance procedure, the complaint may be brought to the court's attention by motion to the court.</p> <p>12. Complaints about a program's operational policies and procedures, administration, or management must be directed to the chief judge for resolution.</p>		
II(K)(1)	<p>A program must have written security policies that include:</p> <ul style="list-style-type: none"> <li>a. evacuation procedures in case of an emergency;</li> <li>b. agreements with local law enforcement;</li> <li>c. handling of critical incidents such as violent, dangerous, or inappropriate behavior of clients, for example, the attempted abduction of a child; and</li> <li>d. handling of medical emergencies, client, staff, or volunteer injuries, and worker's compensation procedures.</li> </ul>		
II(K)(2)	<p>A program must take reasonable security precautions, including an intake and case review procedure, for identifying cases that may have security issues and risks prior to providing supervised contact services.</p>		
II(L)	<p>A program must have general and liability insurance for staff and volunteers.</p>		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
III(A)	<p>Prior to receiving assignments from the program, all program staff, whether paid or volunteer, who have direct contact with program clients or children, must have:</p> <ul style="list-style-type: none"> <li>13. attained the age of 19 years;</li> <li>14. acceptable results of a background check in accordance with Florida Department of Law Enforcement standards for child care providers;</li> <li>15. attended a screening interview with the Program Director/Administrator or his/her designee that includes: <ul style="list-style-type: none"> <li>I. an application review;</li> <li>ii. having executed a signed statement which addresses the areas of confidentiality;</li> <li>iii. having executed an affidavit of moral character; and</li> <li>iv. having executed an affidavit of disclosure that lists any and all active pending criminal or civil litigation;</li> <li>v. successfully completed any additional training requirements for the position as specified in this section.</li> </ul> </li> </ul>		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED	P=PASS F=FAIL
III(B)(1)	<p><u>Program Director/Administrator:</u> A program administrator is responsible for the operation of the center, employment and supervision of staff, and the administration of programs. Employment and volunteer applicants, regardless of qualifications, shall be accepted and/or terminated at the discretion of the Program Director/Administrator. Persons acting in this capacity by a different title in any center shall meet the qualifications, and have the authority, of a Program Director/Administrator. Persons performing in this capacity report directly to the governing board or the governing authority for the program.</p> <p><u>Minimum Qualifications:</u> Graduation from an accredited college or university with a bachelor's degree in social services or related field. Progressively responsible experience in the area of child abuse, domestic violence, custody, visitation and/or family issues may substitute for the recommended college education on a year for year basis; and Two (2) years professional experience which includes knowledge of child abuse, domestic violence, custody, visitation and/or family issues.</p> <p>Demonstrated proficiency in competency based training as specified by the Florida Clearinghouse on Supervised Visitation.</p> <p>See Pages 10 and 11.</p>		



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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED	P=PASS F=FAIL
III(B)(2)	<p><u>Visitation Supervisor and Monitor/Observer:</u> Persons performing in this capacity are responsible for supervising noncustodial parent contact with children in accordance with the program's goals and objectives. They must record observations of visits on the center's standardized form, complete checklists, and will prepare reports to the court, as provided in Section IV of these standards.</p> <p><u>Minimum Qualifications:</u> Prior to supervising visitations, persons in this capacity shall complete:</p> <p>Two (2) hours of orientation training in the following areas: practice, policy and procedures; use of forms; confidentiality; security; levels of supervision; observation techniques; and recording observations; and</p> <p>Five (5) hours in a mentoring program with a practicing supervised visitation monitor either at an existing visitation program or with a licensed professional who has at least one (1) year of experience in supervising visitations.</p> <p><u>Training:</u> Demonstrated proficiency in competency based training as specified by the Florida Clearinghouse on Supervised Visitation, which shall include, but shall not be limited to the areas of child development, child abuse indicators, mental health, substance abuse, parental alienation, domestic violence, cultural diversity and crisis intervention.</p> <p>See Page 11</p>		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIREMENT IS ADDRESSED	P=PASS F=FAIL
III(B)(3)	<p><u>Clerical/Maintenance-Staff.</u> Clerical staff provide services in the program office, or in areas of the program where specialized training in visitation supervision techniques is not required.</p> <p><u>Minimum Qualifications:</u> Educational level, or work experience, sufficient to meet the responsibilities of the specific task(s); and</p> <p>Completion of an orientation program of at least two (2) hours which includes an overview of the center's goals and objectives, the assignments of administrative staff, confidentiality, and security for clients and staff. See Page 11</p>		
III(B)(4)	<p><u>College Interns.</u> College interns perform services under the guidance and direction of the program director or visitation supervisor staff. The internship shall be a learning experience with specific goals and objectives. Besides the general requirements specified for other staff who have contact with clients, interns shall meet the following additional qualifications:</p> <p>Enrollment in an accredited four year college or university and official enrollment in a practicum/internship program under the supervision of a college instructor/administrator;</p> <p>Official enrollment in a college or university in an area of major studies related to the function of the center;</p> <p>Presentation of clearly defined educational goals and objectives related to supervised visitation. See Page 11</p>		
IV	<p>Programs should use checklists or clear and concise statements to record what happens during the contact and should avoid including opinions and judgments. The supervisor should only report attendance and observable behaviors. See Page 12.</p>		

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REQUIREMENT ID	DESCRIPTION	LOCATION IN RESPONSE WHERE THE REQUIRMENT IS ADDRESSED	P=PASS F=FAIL
IV(A)	Frequency of Reports 1. immediately upon incident; 2. upon request from the court or other agency; 3. by subpoena; or 4. periodically. See Page 12.		
IV(B)	Reporting Method 16. written; or 17. verbal. See Page 12.		

**FLORIDA STATE COURTS SYSTEM  
JUDICIAL CIRCUIT COURT**

**THIS CONTRACT** is entered into between the \_\_\_\_\_ Judicial Circuit Court, hereinafter referred to as the "Court," and, hereinafter referred to as the "Contractor" is to secure court reporting services for Court proceedings.

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this agreement.
2. That the agreement document consists of all attached documents, and that the order of precedence is established in Section III(H):

**B. Governing Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be \_\_\_\_\_ County, Florida.

**C. Invoicing and Travel**

1. To submit invoices in sufficient detail for a proper pre-audit and post-audit. Invoices must contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Contractor that the Court deems necessary to verify any deliverable under the Contract.
2. If travel expenses are included in Attachment A, to submit bills for any travel expenses in accordance with Attachment A, Part XX, Section XXX and may not exceed the rates applicable to State of Florida employees found in §112.061, F.S., or at such lower rates specified in this contract.
3. To submit all invoices to the following address:

**D. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided under this agreement in accordance with Rule 2.440, Florida Rules of Judicial Administration.
2. To retain, at no additional cost to Court, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after completion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the agreement the records may be destroyed with the prior written approval of the Court's Grant Manager.
3. Upon demand and at no additional cost to Court, the Contractor will facilitate the duplication and transfer of any records or documents in an electronic format during the required retention period. If hard copies are required the Court will pay 15¢ for each one-sided copy up to 14 inches by 8 ½ inches and 20¢ for each two-sided copy.

**E. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of Judicial Administration, made or received by the Recipient in conjunction with this agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this agreement for which OSCA may unilaterally terminate the agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by OSCA.
3. To permit persons duly authorized by OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this agreement; and to interview any clients, employees and sub-recipient

employees of the Recipient to assure OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan (see subsection III.C.).

4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to OSCA as specified in Attachment E, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

**F. Indemnification and Liability**

1. To be liable for and indemnify, defend, and hold the Court and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Court by certified mail, return receipt requested, by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Court. The Court's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Court.
3. For all claims by the Court against the Contractor, regardless of where the claim is filed, the Contractor's liability for direct damages will be the annual amount of fees charged under this contract or, if provided, the total value of this contract stated in Part II, A of this contract, whichever is greater.
4. The Court will not be liable for lost profits, lost revenues or lost institutional operating savings.

**G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Recipient and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the Recipient shall furnish to the Grant Manager written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. OSCA reserves the right to require additional insurance as may be specified in this contract.

**H. Safeguarding Confidential Information**

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems information systems of other agencies, and from any other person regarding a client and client's family members regardless of where the information is maintained. Recipient acknowledges that the following managerial, operational and technical security controls are in place before and during Recipient or sub-recipient staff access confidential information. subcontractor staff access Court information sources.

1. Contractor shall restrict access to confidential information obtained under this contract to staff authorized to perform their official duties under this contract. Access and use of information is authorized only for the purposes described in this contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Court's Contract Manager.
2. All contract terms relating to confidential information and data security apply to the contractor, the contractor's employees, agents, subcontractors and any other person who performs work under the contract or subcontract.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Court's Contract Manager, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Court shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Court against such claims.
3. That Court shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the Court approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all

expenses incurred in connection with the Contract. This Contract shall remain binding upon the successors in interest of either the Contractor or the Court.

**J. Return of Funds**

To return to Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Court. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment within thirty (30) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Contractor by letter of such findings. Should repayment not be made within forty-five (45) calendar days of the notification by the Court, the Contractor will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Contractor discovery.

**K. Non-discrimination Requirements**

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. The Contractor shall not discriminate against any employee in the performance of this Contract, against any applicant for employment, any program participant or participant's non-offending family members because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all sub-contractors, or others with whom it arranges to provide services or benefits to participants, participant's family members or employees in connection with any of its programs and activities are not discriminating against those participants, participant's family members or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information.

**L. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the Contractor. The Court shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation may be cause for unilateral cancellation of this contract.

If federal grant funds are used for this contract, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**M. Independent Capacity of the Contractor**

1. To act in the capacity of an independent Contractor and not as an officer, employee of the Court. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court to any contract unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.
4. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Court in this Contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

**N. Sponsorship**

THIS SECTION INTENTIONALLY DELETED.

**O. Publicity**

The contractor will not use the Court's name or seal in advertising, publicity or any other promotional endeavor without prior written consent from the Court's Contract Manager in each instance. The Contractor will not represent that any product or service provided by the Contractor has been approved or endorsed by the Court or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

**P. Final Invoice**

To submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after the Contract expires or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Court will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Court.

**Q. Lobbying**

To comply with the all applicable lobbying regulations, including §§11.062 and 216.347, F.S., which limit the expenditure of grant funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**R. Patents, Copyrights, Royalties and Rights to Products**

1. All documents, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, produced under this contract are the property of the Court.
2. If the Contractor intends to make use of copyrighted or patented material or unpatented invention, process, or article, the Contractor shall obtain written permission for reproduction and use of such material and provide such permission to the Court.
3. The contractor shall indemnify, save and hold the Court and its employees harmless from any liability whatsoever, including costs and expenses, arising out of the use of any copyrighted or patented material used by the Contractor in the performance of this contract.
4. That the OSCA will provide prompt written notification to the Recipient of any claim of copyright or patent infringement as provided in §286.021, F.S. Further, if such claim is made or is pending, the Recipient may, at its option and expense, procure for the OSCA, the right to continue use of, replace, or modify the article to render it non-infringing. If the Recipient uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.
5. That if activities supported by this Agreement produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Court has the right to use, duplicate and disclose such materials, if not part of a confidential record, in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Court do so.

**T. Criminal History Records Checks**

1. That the Court requires criminal history records checks on any Contractor staff, employees or subcontractor staff that has access to confidential information resources or facilities operated in whole or in part, with funding from this Agreement unless formally waived in writing by the Court's contract manager. The cost of performing the criminal history records checks is the responsibility of the Contractor.
2. The criminal history records check must be completed within 30 calendar days after the start of employment. If the Contractor adds additional employees during the term of the Agreement, the names of those employee's, or subcontractor employees must be provided to the Contract Manager within 7 days of beginning work. The Contractor shall resubmit updated Criminal History Records Checks every five (5) years from the prior criminal history records check as long as the Agreement is in force.
3. Criminal history records checks must be conducted through the state crime bureau in each state where the employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records checks for employees that reveal evidence of a crime and that the Recipient or sub-recipient intend to retain must be provided to the OSCA Contract Manager for review. If the crimes are unacceptable, as determined by the OSCA, the Recipient agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's and the participant's family members.
4. During the term of the Agreement, the Recipient shall report in writing to the Grant Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Recipient's staff, employee sub-recipient, or subcontractor assigned to this Agreement within one (1) business day of Recipient's knowledge. The notice shall include the Recipient's name, the staff member's name, and the location and nature of the alleged violation. OSCA reserves the right to immediately suspend or terminate the staff members work on this under Agreement. The Recipient shall notify OSCA within ten (10) calendar days of case disposition.

**U. Access to Court Information Resources and Facilities**

THIS SECTION INTENTIONALLY OMITTED

**II. THE COURT AGREES:**

**A. Contract Amount**

This is a Qualified Provider Listing contract only. The Court will not pay for contracted commodities, services or deliverables rendered under this contract.

**B. Contract Payment**

That pursuant to section 215.422, F.S., the Court has five (5) working days to inspect and approve goods and services.

**C. Invoice Inquiries**

THIS SECTION INTENTIONALLY OMITTED

**D. Vendor Ombudsman**

THIS SECTION INTENTIONALLY OMITTED

**III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:****A. Effective and Ending Dates**

This contract shall begin on \_\_\_\_\_, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on \_\_\_\_\_.

**B. Contract Renewal**

The Court, at its sole option, may renew the contract for a period(s) not to exceed three (3) years. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall provide for funding of the renewal period at the same rates as set forth in the original contract. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract.

**C. Suspension of Work**

The Court may, in its sole discretion, suspend any or all activities under this contract, at any time, when it is in the best interest of the Court to do so. The Court will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and must not accept any additional work. Suspension of work will not entitle the Contractor to any additional compensation except for work already performed.

Within ninety (90) calendar days or any other period agreed to by the parties, the Court will either issue a notice to resume work or will terminate the contract.

**D. Force Majeure and Delays**

1. The Contractor and the Court will not be responsible for delays resulting from circumstances outside of their control and circumstances that could not have been reasonably foreseen and prevented. Such causes include, but are not limited to: acts of God; natural disaster; civil disorders; threat of terrorist attacks; curtailment of transportation facilities; evacuation orders of the local area issued by either federal, state or local authorities; a declared state of emergency issued by the Governor of Florida; or any other emergency which may pose a danger to the health, safety or well-being of those engaged in activities of this contract.
2. In case of any delay the Contractor believes is excusable, the Contractor must notify the Contract Manager in writing of the delay or potential delay and describe the cause of the delay within three (3) calendar days after the cause that first arose.
3. The sole remedy for excusable delays is an extension of time equal to the length of the delay. The Contractor will not be entitled to an increase in the contract cost from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
4. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, except for instances where the Court has instructed the Contractor to accelerate the delivery of goods or services and there is a documented increase in cost to achieve early delivery.

**E. Termination**

1. **Termination at Will:** The Court may terminate this contract without cause upon a ten (10) calendar-day notice in writing to the other party, unless both parties agree to a shorter time.
2. **Termination Due to Lack of Funds:** In the event funding for this contract become unavailable, the Court may terminate the contract upon no less than a twenty-four (24) hour notice in writing to the contractor. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. **Termination for Breach-Non-performance:** The Court may terminate this contract for the Contractor's non-performance upon no less than a twenty-four (24) hour notice in writing to the contractor. Waiver of breach of any provision of this contract is not a waiver of any other breach and is not a modification of the terms and conditions of this contract. None of the provisions of this contract limit the Court's right to remedies at law or in equity.
4. **Termination for Breach-Unsatisfactory Performance:** The Court may terminate this contract if the Contractor fails to meet quality standards set forth in this agreement; perform any contractual term, condition or obligation, or perform in a manner satisfactory to the Court.
5. That written notice of termination shall be delivered by certified mail, return receipt requested by and reputable courier service to the Contractor's representative responsible for administration of the program.



**G. Dispute Resolution**

Any dispute concerning performance of the Contract will be decided by Court Administration, or a designated Court employee, who will reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract will be the venue listed in Part I, Section B of this contract; in any such action, the parties waive any right to jury trial.

**H. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level i changes in the rate of payment when these have been established through an administrative order or through the appropriations, process for the Court's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**I. Cooperative Purchasing.**

Pursuant to §29.018, Florida Statutes, other entities of the Florida State Courts System, State agencies, county governments, city governments and political sub-divisions may be allowed to procure goods or services from this Contract at the terms, conditions and prices noted herein, subject to the agreement of the Contractor. Contracts with entities outside of the State Court System will be considered independent contracts between the entity and the Contractor. The Court, the State Court System and the Office of the State Court Administrator will not be a party to the contract.

**J. Execution in Counterparts**

The Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Contract or counterpart transmitted via facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original executed copy.

**K. Severability**

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

**L. Notice**

That any notice, that is required under this contract shall be in writing, and delivered by certified mail, return receipt requested by and reputable courier service. The notice shall be sent by the Court's Contract Manager to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.M.3 and by the contractor, to the Court's Contract Manager indicated in III.M.4.

**M. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The name, address, and telephone number of the Contract Manager for the Court for this contract is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**N. All Terms and Conditions Included**

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract and its attachments shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. In the event any term of this Contract is in conflict with any attachment, the order of precedence shall be the Contract first and then the Attachments and exhibits to this contract, which are incorporated by reference, as indicated with a checked box , in the order shown below:

<b>Attachments and Order of Precedence: <input checked="" type="checkbox"/> indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input checked="" type="checkbox"/>	<b>Attachment B</b>	<b>Order of Precedence (and Contract Content)</b>
<input checked="" type="checkbox"/>	<b>Attachment G</b>	<b>Criminal Background Check Requirements</b>
<input checked="" type="checkbox"/>	<b>Attachment K</b>	<b>Supreme Court Administrative Order</b>
<input checked="" type="checkbox"/>	<b>Attachment L</b>	<b>Recommendations of the Supervised Visitation Standards Committee</b>

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.M. above.

IN WITNESS THEREOF, the parties hereto have caused this ( ) page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**

**JUDICIAL COURT OF FLORIDA**

SIGNED BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Contractor MFMP Vendor # \_\_\_\_\_  
 (Federal EID # or SSN \_\_\_\_\_  
 and MFMP Extension): \_\_\_\_\_

**Office of the General Counsel**

\_\_\_\_\_  
**Approved as to form and legal content**

Attachment A

**PART 1 – GENERAL INFORMATION**

**Section A – Goal and Objective**

<FINAL SCOPE FROM ITN TO BE INSERTED HERE>

The Court makes no guarantee of work to the Contractor and will be obligated to compensate the Contractor if no work is assigned.

**Section B – Tasks and Performance Measures**

The Contractor will provide the following Tasks and Services:

TASK SERVICE ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINAICAL CONSEQUENCES
1*		1.1. <u>DESCRIPTION:</u>
		1.2. <u>PERFORMANCE STANDARDS:</u>
		1.3. <u>FINANCIAL CONSEQUENCES</u>

**Section C – Deliverables**

The Contractor will submit the following Deliverables to the Administrative Office of the Courts:

Deliverable ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINAICAL CONSEQUENCES
1*		1.4. <u>DELIVERABLE SPECIFICATIONS:</u>
		1.5. <u>ACCEPTANCE CRITERIA:</u>
		1.6. <u>FINANCIAL CONSEQUENCES</u>

**PART 2 – WORK REQUIREMENTS**

**Section A – Professional Requirements**

The Contractor will maintain the following professional certifications and memberships:

**Section B –Professional Standards**

The Contactor will meet the following minimum professional standards:

**PART 3 – SUPPORTING INFORMATION**

**Section A – Fee Schedule**

The Contractor will be reimbursed for work performed at the following unit prices:

**Section B – Invoicing**

1. Invoices must be submitted by the \_\_\_\_\_ day of each month to the Administrative Office of the Courts for services completed during the prior month.
2. The State Courts System will provide a standard contract template to use when submitting requests for reimbursement. Submitted invoices must be in the format prescribed by this template.
3. Invoices will contain the following Contractor information:
  - 3.1 Name
  - 3.2 Mailing address
  - 3.3 Physical address (if different from the address above)
  - 3.4 Federal Identification Number (FEIN) or Social Security Number (SSN)
  - 3.5 MyFlorida Marketplace ID
  - 3.6 Contract/Grant number
  - 3.7 Invoice Date
  - 3.8 Period of service
  - 3.9 Quantity of items and services delivered
  - 3.10 Unit cost for each item and service
  - 3.11 Extended dollar amount for each item and service
  - 3.12 Total of all items and services being invoiced
4. The Court has \_\_\_\_\_ ( \_\_\_\_\_ ) working days to inspect and approve goods and services. If payment is not available within fifty (50) days from the date a properly completed invoice and supporting documentations are received by the Court and the confirmation that the goods or services have been received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. Invoices returned to a contractor due to preparation errors and invoices submitted prior to the goods or services being received, inspected and approved, will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.
5. Duplicate invoices must not be resubmitted until approved by the Court. Any bill that is resubmitted for payment must clearly state “Second Notice” or “Duplicate Bill” on the top of the first page.
6. The State Fiscal Year begins July 1 and ends on June 30 of each year. All invoices for the goods or services ordered and accepted prior to the end of the fiscal year must be received no later than July 31 of the following fiscal year to be eligible for payment under this contract. Failure to submit invoices on or before their due date may result in a rejection of the invoice or delay in payment until it can be determined if sufficient funds have

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been appropriated by the Legislature to process the invoice for payment and meet current fiscal year contractual obligations. The Court will be the sole authority on budget allocations for all contracts.

7. Final invoices must be received within 30 days after the contract ends or is terminated. If the Contractor fails to submit an invoice in the prescribed time, all rights to payment is forfeited and the Court will not honor any requests submitted after the time period. Any payment due under the terms of this contract may be withheld until all the work is completed and accepted by the Court and documents, recordings and other property of the Court have been returned.

### **Section C – Corrective Action**

1. Should the Court identify any deficiency based on contract requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. Upon such notification, the contractor shall submit a formal written CAP within ( ) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. The Court shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ( ) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail, why OSCA believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ( ) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. Upon acceptance of the CAP, the contractor shall have, at the discretion of the Court, up to ( ) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.
5. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Court's Contract Manager.
6. The contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise other remedies as permitted by law.

### **Section D – Financial Consequences for Corrective Action Plans**

### **Section E – Additional Terms and Conditions**

1. The Contractor is an officer of the court while providing the services required under this contract.
2. The Contractor will comply with all rules and statutes governing the proceedings they attend, even for those proceedings the Contractor is an observer.

### **Section F – Acronyms**

### **Section G – Definitions**