

Honorable Howard Forman
Broward County
Chair

Honorable Harvey Ruvin
Dade County
Vice Chairman

Honorable Richard Weiss
Polk County
Secretary/Treasurer

Honorable John Crawford
Nassau County

Honorable Scott Ellis
Brevard County

Honorable Bob Inzer
Leon County

Honorable Buddy Irby
Alachua County

Honorable Tim Sanders
Madison County

**Honorable
Margaret Steinbeck**
Judge

Senate

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House

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Joe Boyd
General Counsel

John Dew
Executive Director

2560-102 Barrington Circle
Tallahassee, Florida 32308

www.flccoc.org
Phone: 850.386.2223
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November 24, 2009

To: Prospective Contractor

Subject: CCOC Request for Proposals (RFP) for Clerk Training and Education

The Clerks of Court Operations Corporation ("CCOC") is a legislatively created corporate entity, created under Section 28.35, Florida Statutes. Its mission is to review and recommend Florida Clerk of Courts Article V court-related budgets and to encourage Clerk's best practices by the use of performance standards. Its headquarters is in Tallahassee and its web page is www.flccoc.org.

The CCOC is in need of certain services as more fully described below (hereinafter "Services"). This RFP is intended to secure one or more qualified and affordable contractors to provide potentially all, part or none of such services.

This is an RFP to select service providers to meet the service needs of CCOC. This RFP consists of this transmittal only, and contains the instructions for the preparation of proposals, costs breakdown, minority business enterprise inquiry, and timeframe. Costs breakdown in any proposal shall include an hourly rate for each employee, inclusive of all direct costs, for services provided in Leon County, Florida. Any proposal should also include the qualifications to be required of each person designated to perform billable services.

A bidders' conference will be held at the CCOC General Counsel's office at 1407 Piedmont Drive E, Tallahassee, Florida 32308 at 1:00 pm on December 9, 2009, for the purpose of answering any questions. Attendance may be by telephone or in person. Instructions for attendance by telephone will be posted on the CCOC website by noon on December 7, 2009. Attendance at the bidders' conference is not required.

1.0 INTENT

- 1.1 Respondents are to submit a written proposal that presents the Respondent's qualifications, understanding of work to be performed, and description of fees. The Respondent's proposal should be prepared simply and economically and should provide all the information pertinent to its qualifications that respond to the Scope of Services listed herein.
- 1.2 POINT-OF-CONTACT: CCOC requires that Respondents restrict all contact and questions regarding this RFP to the individual named below. Questions concerning terms and conditions and technical specifications shall be directed by email to:

rfpeducation@flccoc.org

2.0 SCOPE OF SERVICES

- 2.1 **PLANNING AND DEVELOPMENT OF AN ANNUAL TRAINING PROGRAM:** Plan and develop an annual comprehensive training program and curriculum pursuant to Clerk of Court certification requirements and directed by Section 145.051, F.S., and implemented by Florida Supreme Court Administrative Order dated November 18, 1996. Certification curriculum will be structured to focus on the following eight functional areas:
 - 2.1.1 General orientation / office transition
 - 2.1.2 Administration and office management
 - 2.1.3 Court services and operations
 - 2.1.4 Records maintenance and management
 - 2.1.5 Financial administration and management
 - 2.1.6 Office technology and resources
 - 2.1.7 State and county government organization, structure, and relationships
 - 2.1.8 Personal skills development
- 2.2 **PLANNING & ACQUIRING FACILITIES TO CONDUCT TRAINING PROGRAM:** Plan, evaluate, and select, including contract negotiation, facilities necessary for the housing of various training events as provided pursuant to this Agreement. Facility locations, requirements, and related cost rates are the responsibility of the Contractor.
- 2.3 **PLANNING & DEVELOPMENT OF SEMINAR SERIES:** Plan and develop all logistical and training program components for the Seminar Series for the contract year focusing on the following general topic areas:
 - 2.3.1 General Management and Administration
 - 2.3.2 Technology
 - 2.3.3 Courts
 - 2.3.4 Records Management
 - 2.3.5 Finance Management
- 2.4 **PLANNING AND DEVELOPMENT FOR THE CLERKS OF COURT CONFERENCE(S):** Plan and develop all logistical and training program components for the Clerks of Court Annual Conference.

- 2.5 PLANNING AND DEVELOPMENT OF A TRAINING PROGRAM FOR NEW CLERKS: Plan and Develop all logistical and training program components for the New Clerk Training Series for the contract year focusing on the following general topic areas:
 - 2.5.1 Court Services and Operation
 - 2.5.2 Office Technology and Resources
 - 2.5.3 Personal Skills and Development
 - 2.5.4 State and County Government Organization Structure and Relationship
- 2.6 PLANNING & DEVELOPMENT FOR SPECIAL WORKSHOPS: Plan and develop all logistical and training program components of special workshops deemed necessary and/or delineated in annual training program for the contract year. The workshops will focus on specific subject matters that may be identified to best be addressed through special or regional workshops. The educator should also develop a plan to provide workshops on-line or by use of “webinars” as a means of limiting costs.
- 2.7 PROVIDE ONLINE SUPPORT FOR TRAINING: Contractor shall provide on-line electronic event registration for each training activity pursuant to this Agreement.
- 2.8 UPDATING AND MAINTENANCE OF THE CLERK OF COURT DIGEST: Update and maintain the Clerk of Court Digest as a training tool and resource for new Clerk of Court curriculum and a reference guide for Clerks in general. Also, the Respondent will maintain the updated version of the Court Clerk Digest in an electronic format for distribution to all Clerks.

3.0 SERVICES

- 3.1 Services shall be provided at CCOC headquarters unless directed otherwise by the Executive Director of CCOC.
- 3.2 Subcontracting of work is not allowed.
- 3.3 There will be no guarantee of a minimum level of services to be acquired by CCOC.

4.0 INFORMATION TO BE PROVIDED IN PROPOSAL

- 4.1 FORMAT AND NUMBER OF COPIES TO BE SUBMITTED: In order to be considered for selection, Respondent must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted. In addition, one (1) electronic copy of each proposal must be submitted, via CD or USB flash drive.
- 4.2 Proposal shall be signed by the person authorized by the Respondent as the primary representative or officer.
- 4.3 Respondents shall include as part of their proposal responses to the following information at a minimum:
 - 4.3.1 Name, address, telephone number, etc. of the firm or person submitting the proposal;
 - 4.3.2 Qualifications, certifications, and educational professional resume of all persons that would provide services under any resulting contract;
 - 4.3.3 A straightforward, concise description of capabilities to satisfy the requirements of the RFP;
 - 4.3.4 References;
 - 4.3.5 Fee schedule and rates – the cost to CCOC for the services offered. The fee schedule should be included in a separate, sealed envelope and labeled accordingly.

- 4.3.6 A written description of any (i) litigation during the past five (5) years involving the Respondent or any person listed in the response relating to professional services, including a summary of the disposition of such matter or matters; and (ii) a list of any grievances filed within the past five (5) years against Respondent or any person listed in the response with any regulatory or judicial body, including a summary of the disposition of such matter or matters.

5.0 REFERENCES

All Respondents shall include a list of a minimum of three (3) references, for similar services only, who could attest to the Respondent's knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, and phone numbers of all references.

6.0 EVALUATION OF PROPOSALS

The CCOC will evaluate the proposals. The CCOC may invite one or more of the most highly qualified Respondents to attend a formal interview. The interview will allow the invited Respondents to further discuss their qualifications with the CCOC, and to respond to questions from the CCOC.

7.0 EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of the Proposals of those Respondents to be considered. Respondents are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- 7.1 Flexibility/Understanding of Requirements – The degree to which the Respondent has responded to the purpose and scope of specifications – e.g., services to be provided – flexibility of Respondent to meet the CCOC needs, conformance in all material respects to this RFP, etc.
- 7.2 Capability – The Respondents that have the capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications. Also includes Respondent's capability and skill to provide the products or perform the services stated in these specifications.
- 7.3 Experience – Respondent's experience in providing the services as requested in these specifications.
- 7.4 Cost – The Cost of the services to the CCOC.

8.0 COMMUNICATION DURING EVALUATION

Under no circumstances shall any Respondent contact in person, by telephone, or otherwise any representative of the CCOC other than as provided above in Section 1.2 in regard to this RFP. Failure to comply with this provision may result in the disqualification of that entity from this procurement process.

9.0 CONTRACT

- 9.1 The successful Respondent(s) will be required to enter into a contract with the CCOC. Any contract shall be in accordance with the contract format required by CCOC.
- 9.2 Contract Term – This contract shall be for a primary term of one (1) year with the option to renew for two (2) additional one (1) year terms, if both parties are in agreement.
- 9.3 The contract will be monitored for acceptable services rendered throughout the contract period.
- 9.4 Cancellation of Contract – The CCOC shall have the right to cancel and terminate any contract(s), in part or in whole, for any reason or for no reason, without penalty, upon notice to the Contractor. Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

10.0 RESPONSE DUE DATE

- 10.1 In order for a Respondent to be considered, all forms must be received at 2560-102 Barrington Circle, Tallahassee, Florida 32308 by no later than 4:00 p.m. Wednesday, December 23, 2009. Forms may be delivered by hand, US Postal Service, FedEx or other hard copy delivery method.