



The Office of Tiffany Moore Russell
Orange County Clerk of Courts
425 North Orange Ave, Suite 260
Orlando, FL 32801

Issued Date: July 19, 2021

Request for Proposal (RFP)

RFP - Compliance/Collection Software Application

RESPONSES DUE: August 9, 2021 5:00 p.m. Eastern Time

The Mission of Orange County Clerk of Courts is to manage information of the justice system and provide other public services for the global community in an efficient and effective manner.

Orange County Clerk of Courts pursues excellence through efficiency and effectiveness.

Financial Services Division Purchasing Contact:

Cathy Baca, Purchasing Specialist
425 North Orange Ave, Suite 260 Orlando, FL 32801
Phone: 407-836-2214
Email: Cathy.Baca@myorangeclerk.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

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1 Request for Proposal, Business Overview, and Introduction

Orange County Clerk of Courts (OCCC) is a constitutional office that serves the citizens of Orange County, Florida and has approximately 400 employees. Our main work site is the Orange County Courthouse with 84% of the workforce population at this location and the remaining workforce at six outlying locations and branch offices, all within the boundaries of Orange County, Florida. As one of the custodians of court records along with Osceola for the 9th Judicial Circuit Court, the Orange County Clerk of Courts maintains more than 41 million digital court documents as well as millions of paper records. We are charged with collecting court fines and fees in Orange County for civil, criminal and traffic cases and distributing the funds to the appropriate local and state agencies. In addition to our ministerial role in Orange County, the Clerk's Office works to provide assistance to customers through our Self-Help Centers and other community outreach programs.

The Orange County Clerk of Courts, herein after referred to as OCCC, is seeking proposals from responsive, responsible, highly qualified, and experienced vendors of Compliance and Collection Software/Application. Competitive proposals for the project are being sought. This solicitation will be administered by the Financial Services Division of the Orange County Clerk of Courts.

2 Submission Details

2.1 Submission Deadlines

Request for Proposal Timeline of Events

Request for Proposal released to Public Vendors	July 19, 2021
Written Questions from Prospective Vendors Due	July 27, 2021
Publish Answers to Vendor Questions	August 3, 2021
Submit Final RFP Proposal by 5pm EST	August 9, 2021
Anticipated Presentations*	August 16 – 20, 2021
Vendors notified*	September 20-24, 2021 (Contingent on Clerk Sr. Staff approval)

*Timeline subject to change based on number of submittals to be reviewed

Please check OCCC website, www.myorangeclerk.com, periodically for addendums and questions.

2.2 Submission Questions, Clarifications, and Responses

Any and all questions concerning conditions and specifications in this RFP and responses submitted must be in writing via email and addressed to the following person

Cathy Baca, Purchasing Specialist
 Orange County Clerk of Courts
 Financial Services Division
 425 North Orange Ave, Suite 260 Orlando, FL 32801
 Voice: 407-836-2214
 Email: Cathy.Baca@myorangeclerk.com

All responses to vendor questions will be posted on the OCCC's website located at www.myorangeclerk.com.

The Purchasing Specialist is the sole point of contact from the date of the release of this RFP until the contract award is made. Questions must be received no later than 5:00PM ET (local time of Orlando, FL). Questions and/or requests submitted in facsimile will not be accepted.

OCCC may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re -advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. OCCC also reserves the right to request clarification of information from any Proposer. OCCC is not obligated to accept the lowest priced proposal. Additionally, OCCC shall have the right to cancel a solicitation and/or reject all bid/proposals and authorize the entire transaction to be re-solicited.

2.3 Electronic Submissions

Electronic submission in response to this Request for Proposal is the preferred method and must be emailed to: Cathy.Baca@myorangeclerk.com

Document standards:

- *The Business and Technical requirements in this RFP are available in spreadsheet format upon request.*
- All responses must be submitted as:
 - Word or Excel, if applicable, created on a Windows Platform.
 - or Adobe Acrobat format, file name should end in “.pdf”;
 - .zip files are also acceptable.
- Inbound emails to the OCCC are limited to less than 30 MB.
- Please limit proposal to 20 pages not including examples, reports, exhibits

It is the sole responsibility of the vendor to ensure that all electronic submissions are received by the Purchasing Specialist. The Purchasing Specialist will confirm receipt of your submitted proposal by replying to the sender via email.

2.4 Mandatory RFP Submittal Form

Vendors are required to complete the RFP Submittal form (Appendix D). This form is intended to confirm that the Vendor has reviewed the specifications of this RFP and the Vendor has provided all the necessary information per this RFP.

2.5 Lobbying

A lobbying blackout period begins upon issuance of the solicitation and continues until the OCCC selects the successful proposer/bidder. Any violations of the lobbying blackout period will be grounds for disqualification.

3 Specifications

3.1 Scope of Work

This Request for Proposal seeks vendors who can provide Collections Software to help OCCC with the collection efforts and accurate reporting through tools that proactively search, remind, notify and/or provide extensive access to the customer to pay their debts. This software would not be an add on, rather would work in conjunction with our current Case Maintenance System (Tyler–Odyssey) a solution that will substantially meet the technical requirements and the business requirements of the operational business areas of the OCCC as set forth in this document. Respondents interested in submitting a proposal must comply with all the terms and conditions described in this RFP.

3.2 Mandatory Business Requirements

1. Have the ability to automatically remind customers of upcoming payments via multiple technologies, including but not limited to text, email, correspondence and/or phone calls.
2. Provide the customer access to a self-service web interface(s) where they can make secured payments, build and manage payment plans, and access account information. (Example: Client-facing dashboard where they can view pending payments, balances, transaction history, notifications, and anything else they may need to verify).
3. Provide a report including case/account/payment information to OCCC for the daily financial reconciliation. Provide a daily ACH deposit to OCCC's bank account no later than 2 business day after activity posted. Daily deposit must match the daily reconciliation report.

3.3 Mandatory Technical Requirements

1. Encryption of sensitive data including and not limited to all customer/payor identifiable information.
 - a. At rest
 - Desired: AES256/Vendor owns Keys
 - b. In transit
 - Required: TLS 1.2 or higher
2. Password Hashing of all customer and client user accounts.
 - a. Desired: SHA256
3. Data must be stored and remain within the continental U.S.
4. Privileged accounts must be restricted to facilities within the continental U.S.
5. Data must be purged from database & backups once retention and regulatory requirements are met.
6. Provide transparency about your internal controls and/or access to any third-party audit of the same.
 - a. Infrastructure security
 - b. Network security: Segmentation
 - c. Redundancy: Failover, Uptime SLA
 - d. Server hardening
 - e. Data Security
 - f. Malware protection
 - g. Security Awareness Training
 - h. Incident Management
 - i. Breach notification
 - j. Logging and Alerting
 - k. Provide compliance certifications if required
 - l. Provide data backup procedures
 - m. Provide recovery procedures
 - RPO/RTO
7. Must be secure API that can integrate with OCCC's case management system (Odyssey) via use of the Odyssey API as written by Tyler Technologies.
8. Customer/staff account authentication requirements.
 - a. Passwords must:
 - Be a minimum of 8 characters
 - Expire within a maximum of 90 calendar days
 - Not be identical to the previous 10 passwords
 - Contain a special character
 - Contain both uppercase and lowercase
 - Contain a number
 - b. Must allow Role Based Access Control (RBAC) for any account provided to OCCC staff.
 - c. Must permit use of multi-factor authentication for any account provided to OCCC staff.
9. The vendor's solution should be browser-based ADA compliant to WCAG 2.1 AA standards
10. If solution is hosted by OCCC, must run on Windows Server OS and must use Microsoft SQL Server.

3.4 Additional Specifications

1. Have the ability to create a customer account with the data provided by OCCC namely case number, customer name, driver's license, demographic information, and case balance through a daily (flat file or Tyler Technology API) import/export from Odyssey. OCCC will not provide Social security numbers.
2. Have the ability to party match based on the demographic information provided by OCCC and bundle/combine all cases for a particular party in a combined (multi-case) payment plan for best customer experience.
3. Have the ability to create, modify and maintain single case and multi-case payment plans (multiple court cases for an individual/person).
4. Provide the customer multiple means to make payments, including but not limited to mobile friendly, secured

- transactions, and call center support availability.
5. Ability to retrieve data on case inventory & payment plans in order to view, research, and print payment history & outstanding balances for all cases for a specific person identified by name, driver's license number or other identifying information.
 6. Have the ability to allow customers to set up recurring automated payments.
 7. Have the ability to customize customer correspondence, including but not limited to templates and notices as per OCCC branding & language requirements.
 8. Provide customer and OCCC support to help with issues.
 9. Provide standard and/or customizable reporting to track parties that owe fees; total money owed; current balances; current payment plan vs non-current plans.
 10. Vendor shall provide what information is collected about customer, and other entities and systems, and how PII and PCI information is protected.
 11. Vendor shall provide details on how OCCC will be able to obtain data from their solution to develop customized internal reports
 12. Solution has the ability for OCCC to pull and review user activity (action history).
 13. Provide what information is collected about customer, and other entities and systems, and what compliance standards they adhere to.
 14. Have the ability to adhere to the requirement that all data and images stored within/by/or made a part of relating to the OCCC remains the property of OCCC in perpetuity.
 15. Chosen vendor must agree to not use or share OCCC data for anything other than providing the services being solicited in this RFP.
 16. Chosen vendor must agree that they will not use the OCCC name for future marketing or sales of chosen vendor's products and/or services without prior written approval from OCCC.
 17. Access control of OCCC staff accounts needs to have an interface that allows Clerk I.T. to manage access.
 18. Vendor shall provide information about their solution's architecture. This should include but not be limited to:
 - List of major components.
 - Technologies used by their solution.
 - Location of major components.
 - Database technology used.
 19. Vendor shall provide details for any equipment and/or software that the OCCC needs to provide.
 20. Vendor shall provide details for any requirements which will require changes to existing applications managed by OCCC.
 21. Vendor shall assume financial responsibility for all payments received including insufficient funds, bad checks and credit card chargebacks depending upon the payment options.

4 Additional Submission Requirements

4.1 Work Plan

1. A work plan must be submitted, detailing your specific plans for effective implementation of program/application for this effort

4.2 Sample Files and/or Reports

Provide sample files and/or reports to the Clerk as described in an appendix to the response.

4.3 Index

Provide an index between RFP requirements and page(s) in the proposal. Indicate where proposal requirements are addressed or satisfied accordingly in the Vendor proposal.

4.4 Vendor Profile

An executive summary highlighting the qualifications of vendor must be submitted. The summary should include a named officer of the company who shall be the single point of contact for OCCC to address questions or issues relating to the performance of the contract.

1. Provide an overview of your organization including number of years in business, including the year and place the company was first established.
2. Specify if your organization has any of the following designations:
 - a. Certified Minority and Women Business Enterprise (MWBE)
 - b. Certified Disadvantaged Business Enterprise (DBE)
 - c. Verified Veteran-Owned Small Business (VOSB)
 - d. Verified Service-Disabled Veteran-Owned Small Business (SDVOSB)

5 References and Litigation

5.1 References

Submittal must include at least three (3) references for related projects or services of similar magnitude, including:

1. Individual contact name
2. Name of the company
3. Phone number/email
4. Dates of engagement with the client
5. Additional information particular to the RFP.

OCCC reserves the right to contact the references prior to awarding the contract.

5.2 Litigation

Disclose any information regarding any pending or previous litigation and administrative proceedings within the last ten (10) years regardless of outcome filed by or against this company or its predecessors. This is to include the case name, court and case number, court location, and a description of the case and the outcome.

5.3 Litigation pertaining to RFP

Any and all legal actions associated with this RFP and/or resultant contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be at the Ninth Circuit Court in and for Orange County, FL.

6 Licenses, Certificates, and Insurances

Prior to the time vendor is entitled to commence any part of the project, work, or services under this contract, vendor shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to OCCC of (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates, and terms of policies and all endorsements whether or not required by OCCC, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Professional Liability Insurance (including Errors and Omissions) with minimum limits of one million dollars (\$1,000,000) per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage". Vendor shall submit annually to OCCC a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
2. Comprehensive Insurance covering employee dishonesty and theft, disappearance and destruction of money and securities with minimum limits of two hundred fifty thousand dollars (\$250,000) per occurrence.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to OCCC via email to Cathy.Baca@myorangeclerk.com. Vendor shall also notify OCCC, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said vendor from its insurer; and nothing contained herein shall absolve vendor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against OCCC for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of vendor.
3. The term "Clerk" shall include all authorities, divisions, departments, and offices of OCCC and individual members, employees thereof in their official capacities, and/or while acting on behalf of OCCC.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by OCCC to any such future coverage.
5. Vendor hereby waives subrogation rights for loss or damage against OCCC.
6. The insurance coverage enumerated above constitutes the minimum requirements and shall in no

way lessen or limit the liability of the vendor under the terms of the contract.

7 Orange County Clerk of Courts Responsibilities

The OCCC will provide the following in support of the RFP process to the qualified vendors:

1. If OCCC determines part of the selection process will include vendor demonstrations for their proposed applications, OCCC may provide the facilities, WebEx logon, and scheduling for such demonstrations.
2. All questions/answers will be made available to all prospective vendors via a subsequent document posting to the Clerk's Internet site during the submission period.

The OCCC shall provide the following in support of the project to the vendor(s) awarded the contract:

1. Access to in-house project contact persons

8 Cost and Fee Arrangement

The vendor must provide a proposal with maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this Request for Proposal.

Responses should include a breakdown of the firm's rates, fees and charges for services, by section where applicable and for total project including implementation support and any on-going maintenance expense and the basis for such expenses. Vendor should propose expected payment schedule within RFP. The payment schedule will be finalized at time of contract execution.

All prices shall be firm and not subject to increase during the period of the contract.

The full or partial payment amount of the account shall be remitted to OCCC upon collection. OCCC shall not be responsible for fees for items returned for non-sufficient funds.

9 Terms and Conditions

This RFP is an invitation by OCCC for potential vendors to submit a proposal, which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with OCCC. OCCC reserves the right to reject any or all proposals and further declares that it shall incur no financial obligations for any costs by any company in preparation of their proposal. OCCC may award sections individually or collectively whichever is in its best interest.

9.1 Addendum and Amendments to Request for Proposal

The OCCC reserves the right to modify this RFP by issuing addenda. Any and all addenda to this RFP will be issued in writing and will be posted on www.myorangeclerk.com. It is the responsibility of the Respondent to check for any changes on the OCCC website. Addenda requiring acknowledgement must be signed and included in the RFP Proposal.

9.2 Invoice and/or Remittance Procedures

The Clerk of the Court's payment terms are within 30 days of receipt of invoices. Invoices for payment may be submitted by email to: Amy.Ragazzini@myorangeclerk.com.

Invoices for payment may also be mailed to:

Orange County Clerk of Courts

Attn: Financial Services, Ste 260

425 N. Orange Ave

Orlando, FL 32801

OCCC is exempt from Sales and Use Taxes and will provide exemption certificate upon award.

Each proposal should provide a remittance procedure as follows: As full or partial payment of collection items are collected by the awarded vendor(s), they shall be remitted to the Clerk daily. Each proposal should state how contingent fees will be paid. Each remittance shall be accompanied by a dated report which, as to each collection item included in the remittance, shall state the name of the debtor, amount collected, amount remitted, unpaid balance of the collection item, and case or other identifying number or information.

10 Termination Clause

OCCC shall have the right to terminate the Contract at any time, upon 30 days written notice to the service provider, whenever OCCC determines that the performance of the vendor is unsatisfactory, whenever the funds are not appropriated by OCCC to pay for such services, or for cause of the convenience of OCCC.

11 Selection Criteria

To be considered, a vendor must be a n established vendor of requested services. The vendor should be able to demonstrate that its recommended solutions have been successfully implemented in other organizations of similar size and meet the requirements. Selection is not based solely on the lowest cost proposal and OCCC reserves the right to utilize a phased approach in the evaluations.

Members of OCCC's selection team shall evaluate each submitted proposal to recommend a contract for one or more firms to the Clerk of Court or designee for final approval.

All proposals submitted may be evaluated using the following criteria at a minimum:

1. *Compliance with the RFP.*
2. *Specifications, Workplan, Sample Files and/or reports, index.*
3. *References*
4. *Cost*

12 Confidentiality Statement

The Orange County Clerk of Courts, being a government entity doing business within the State of Florida, is obligated under the "Sunshine Laws" to provide any information other than that deemed confidential or proprietary under the same Laws to any individual making a public records request for such information. Section 119.071(1)(b)2, Florida Statutes, provides an exemption for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation process until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies.

Selected vendor(s) and all sub-contractors of selected vendor(s) shall be required to sign a standard non-disclosure agreement addressing information/content deemed confidential or proprietary if there is not already one on file.

13 Right to Audit Records and Custody of Public Records

In the performance of this Agreement/Contract awarded as a result of this Request for Proposal process, the vendor shall keep and maintain books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. The vendor is required to comply with Section 119.0701, Florida Statutes without limitation and is considered a custodian of public records with regard to any and all records relative to this contract. All documents, papers, books, records, and accounts made or received by the vendor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office or the public and shall be retained by the vendor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Art. I, § 24(a), Fla. Const. and Section 119.071, Florida Statutes. At the termination of this Agreement in any fashion, the vendor shall arrange, at no cost to OCCC, the transfer of all public records to OCCC. Records stored in an electronic format shall be provided in a format compatible with OCCC's information systems.

14 Appendices

Appendix A – Notice of Conflict of Interest

Appendix B – Certification of Drug-Free Workplace Program

Appendix C- References

Appendix D – Respondent Acknowledgment

Appendix E – RFP Submittal Form

Appendix A

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name:

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of Orange County Clerk of Courts:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

The persons listed below are current Orange County Clerk of Courts employees who own an interest of ten percent (10%) or more in the company/entity named above:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Print Name of Authorized Representative

Signature and Date of Authorized Representative

Appendix B

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

287.087 Preference to businesses with drug-free workplace programs.--Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by OCCC for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Respondent's Name:

By: _____ Authorized

Signature Title

Print Name Date

Appendix C

REFERENCES

Business Reference #1	
Address	
City, State, Zip	
Contact Name/Title	
Phone/Email	
Dates of Service	
Type of Service	

Business Reference #2	
Address	
City, State, Zip	
Contact Name/Title	
Phone/Email	
Dates of Service	
Type of Service	

Business Reference #3	
Address	
City, State, Zip	
Contact Name/Title	
Phone/Email	
Dates of Service	
Type of Service	

Appendix D

RESPONDENT ACKNOWLEDGEMENT

Compliance/Collection Software Application

RFP Addendum number: _____

Date posted by OCCC: _____

Business name: _____

As the person authorized to sign this document, I certify that this firm complies fully with the Addendum acknowledgement requirements of this RFP.

Authorized Signature and Title

Date

Printed Name and Title

Appendix E

MANDATORY RFP SUBMITTAL FORM

Compliance/Collection Software Application

The undersigned hereby declare(s) that (Company Name) _____ has carefully examined the specifications for Compliance/Collection Software Application for Orange County Clerk of Courts, for which RFP Submittals were advertised to be received no later than 5:00 pm EST, on August 9, 2021 and further declares that the Company will supply product or services according to specifications.

Have you supplied all the Submittal Requirements outlined below?

- Mandatory Requirements
- Additional Requirements
- Vendor Profile Information
- Litigation (if any)
- Conflict of Interest Form (Appendix A)
- Certification of Drug-Free Workplace Form (Appendix B)
- References (Appendix C)
- Addenda form pertaining to this RFP - if applicable (Appendix D)

The Orange County Clerk of Courts reserves the right to reject any proposals, to waive informalities and accept all or any part of any proposal as may be deemed to be in the best interest of the Clerk of Courts.

I hereby certify that I have read and understand the requirements of this Request for Proposal, “ for Orange County Clerk of Courts”, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any agreement (s) and/or other transactions required by award of this RFP.

The Respondent acknowledges that the OCCC will rely on the representations made on this form in making its decision of award. If the OCCC discovers that any of the information on this form is false prior to the award of the contract, the OCCC will determine the Respondent non-responsive and not evaluate its Proposal. If the OCCC discovers that any information on this form is false after the award to the Respondent is made, the OCCC reserves the right to terminate the contract and the Respondent will be liable for costs associated with re-procuring the services.

Further, as attested to my signature below, I will provide the required proof of insurance (if applicable) upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

Email Address

Federal I.D. #
