SUBJECT: Tax Deed Application and Services

BID #: ESC-0528-18 **OPEN DATE: 10/17/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Thirty-six (36) months from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Courts

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED: 2** **OTHER: 2**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Demonstration and oral interview conducted with the sole highest scoring vendor was completed January 8, 2019. Recommend approval of award to the highest scoring bidder, Pioneer Technology Group. Period of service is thirty-six (36) months from date of contract execution with three (3) one (1) year renewal options. Total estimated expenditure amount not to exceed $274,785.00.

Respondent	Evaluation Score	Demonstration Score	Total Combined Score
Pioneer Technology Group	89.67	102.67	192.34

Funding Source: CLCL016-06427 – To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Tabulation and Scoring Sheets and Evaluation Criteria

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Allison Luker, Chief Financial & Administrative Officer, Clerk of the Circuit & County Courts

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Clerk of the Circuit & County Courts

DUVAL COUNTY
501 WEST ADAMS STREET
JACKSONVILLE, FLORIDA 32202
TELEPHONE: (904) 255-2084 FAX: (904)255-2160

Amended 1/28/19

To: Gregory Pease
Chief of Procurement
Competitive Sealed Proposal Evaluation Committee

Thru: Allison Luker
Chief Financial and Administrative Officer

From: Angel Brown Van Sickle
Manager to the Clerk

Subject: Request for Contract Award
ESC-0528-18 Tax Deed Application

The sub-committee comprised of representatives of the Clerk of the Circuit and County Courts, responsible for evaluating responses, has completed the evaluation process through written proposal, and on-site demonstration. Based on combinative scoring, the scores are as follows:

Respondent	Proposal Evaluation Score	Demonstration Evaluation Score*	Total Combined Score (225 Maximum)	Final Rank
Pioneer Technology Group	**89.67**	**102.66**	**192.33**	**1**

Pioneer Technology Group is the only responsive bidder, and has provided sufficient documentation during the proposal and demonstration in its ability to meet the requirements set forth in the RFP. The clerk's office is requesting contract award for Pioneer Technology Group in the amount of $274,785.00. This amount is inclusive of estimated custom development hours, and 1-year maintenance.

Funding for award: CLCL016 06427-Computer Equipment.

FORM 1
PRICE SHEET

NAME OF CONTRACTOR Pioneer Technology Group

In order to provide the services described as part of this proposal, please detail all costs associated with your proposed application. Including, but not limited to:

• **Hardware costs**	$
• **Software and Licensing costs**	$ 105,385.00
• **Professional Services (Startup fees, hourly rates, travel, etc.)**	$ 43,800.00
• **Development (Estimate number of hours to include data mapping, data migration, process mapping, testing, etc.)**	$ 45,000.00
• **Training (Specify online or on-site)**	$ 17,600.00 (On-Site)
• **Custom Development***	
• Hourly Rate ($175)	$
•	$
•	$
•	$
•	$

*Provide pricing for each custom item required

• **Go-Live**		$
	Subtotal	$ 211,785.00
• **Maintenance (Provide Schedule)**		
• **Year 1**		$ 28,000.00
• **Year 2**		$ 28,000.00
• **Year 3**		$ 28,000.00
• **Year 4**		$ 28,000.00
• **Year 5**		$ 28,000.00
	Subtotal	$ 140,000.00
	Total	$ 351,785.00

1. Please outline all variable costs that are not already broken out above. Please be certain that any custom programming charges are fully outlined and described in detail.

N/A

TITLE: TAX DEED APPLICATION AND SERVICES BID NO.: ESC-0528-18 OPEN DATE: 10/17/18@ 2 P.M. ANALYST: Annette Burney No. Invited: (4) No. Received (2) No Bids: (0) Recorded By: Renata Barnett Announcer: Sharon Williams		Harris Recording Solutions	Pioneer Technology Group	
NOTES:		Reject/Exceptions to Performance Bond, Insurance Requirement & Sect. 3		
TOTAL PRICE		$ 306,750.00	$ 351,785.00	
Ability to Meet Project Requirements	70			
Pricing	10			
References	15			
Personnel	5			
TOTAL POINTS	100			
MINIMUM REQUIREMENTS		✓	✓	
CONFLICT OF INTEREST		✓	✓	
INSURANCE AGENT ACKNOWLEDGEMENT		X	✓	
BID BOND		✓	✓	
ADDENDUM (0)		N/A	N/A	

TAX DEED APPLICATION AND SERVICES

ESC-0528-18

Total Points	70 Points	10 Points	15 Points	5 Points	OVERALL	Rank
Proposers	Ability to Meet Project Requirements	Pricing	Reference	Personnel	100 Total Points (100 max)	
Vendor Name						
Jonathan Ard	61.00	7.00	12.00	5.00	85.00	
Lisa Betros	56.00	8.00	15.00	5.00	84.00	
Gerald Cates	58.00	8.00	15.00	5.00	86.00	
Christopher Douglas	66.00	9.00	15.00	5.00	95.00	
G. Kiwana Griffin	68.00	9.00	15.00	3.00	95.00	
Jennifer Spinelli	65.00	8.00	15.00	5.00	93.00	
Average	62.33	8.17	14.50	4.67	**89.67**	

Software Demonstration Evaluation Category	Maximum Score	Ard	Betros	Cates	Douglas	Griffin	Spinelli	Average
Presenter	5	3	4	5	5	5	5	
Application Design	20	15	19	15	18	15	20	
Daily Process and Flow	30	20	30	22	28	18	27	
Workflows and Triggers	10	3	9	5	7	8	9	
Website	10	1	9	8	8	6	9	
Searching	5	3	5	5	5	5	5	
Cashiering Module	15	8	15	15	14	15	15	
System Flexibility and Management	5	4	4	3	4	5	5	
Reports and Dashboards	10	7	9	7	8	7	10	
Overall Ease of Use	15	10	15	12	15	10	15	
Total Points	**125**	**74**	**119**	**97**	**112**	**94**	**120**	**102.67**

2) Six (6) hard copies of the entire Response.

3) One (1) digital scanned copy (in pdf format) of entire Response, on a separate CD-ROM or flash drive. Large files may be scanned as several separate PDF files.

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Proposer's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Proposer's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD/flash drive copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CD/flash drive or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. Buyer will determine the qualifications, interest and availability of Proposers by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Proposers.

B. The determination of which Proposers are "best qualified" will be based on the criteria set forth in this RFP, employing the following steps in the evaluation process:

1. Buyer will review each Proposal using the evaluating criteria outlined in the table below and in Attachment B, Evaluation Matrix.

Response Evaluation Category	Maximum Score
Project Requirement	70
Price	10
References	15
Personnel	5
Total Points	**100**

2. Based on the scoring of the Responses, Buyer will short-list no fewer than three (3) but no more than five (5) Responses for software demonstrations. If Buyer receives fewer than three (3) responses to this RFP, Buyer reserves the right to proceed to demonstrations with the number of responses received at its sole discretion. Software demonstrations will be conducted on-site, and Proposers will be given prior notice and guidance regarding the specific system functions which must be demonstrated.

3. Buyer will evaluate software demonstrations using the evaluation criteria set forth in the following table.

Software Demonstration Evaluation Category	Maximum Score
Presenter	5
Application Design	20
Daily Process and Flow	30
Workflows and Triggers	10
Website	10
Searching	5
Cashiering Module	15
System Flexibility and Management	5
Reports and Dashboards	10
Overall Ease of Use	15
Total Points	**125**

4. Based on the combined scores of the Responses and the software demonstrations, Buyer will select the highest scoring Proposer and submit for award the "best qualified" Proposer to provide a Tax Deed Application for DCCC.

C. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

D. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 <u>Award of Contract</u>.

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code.* If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

B. Buyer may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.

C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 **Terms of Agreement.** After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications.** Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.

ATTACHMENT B (Continued)

C. ON-SITE VENDOR DEMONSTRATION

Based on the scoring of the Responses, Buyer will select no fewer than three (3) but no more than five (5) of the highest scoring Proposers to participate in on-site demonstrations. One and a half hours (1.5) will be allotted for this meeting. Proposer must provide a live demonstration of their application, highlighting any, and all, answers provided in the RFP response as directed by the Clerk.

The evaluation will be based upon the below criteria. Each criterion will be evaluated relative to the other demonstrations and awarded a score of 1 through 30 points. Please note that on-site demonstrations categories have a combined total **125** points.

a) **Presenter (5pts)** – How well the presenter demonstrates knowledge of the proposed Tax Deed Application, Florida Statutes and overall tax deed knowledge.

b) **Application Design (20pts)** – Demonstration of the applications use of multiple screens and ability to see documents quickly and with minimal arrangement while entering data at the same time. Navigation through the application is intuitive.

c) **Daily Process and Flow (30pts)** – Demonstration of the end-user proceeding through a typical daily activity, transitioning through the stages of a Tax Deed File. Typical activities should include the below as a minimum: **(2pts each)**

   1. Create a Tax Deed File
   2. Create a Sale
   3. Data Entry - Auto populated from imported file, copy text from images, or full data entry; verification of data
   4. Assigning Tax Deed File to a Sale
   5. Pulling Tax Deed File from a Sale - Process of redeeming a property, bankruptcy, etc.
   6. Cashiering Applicants payment and Bidders deposits – Show multiple payment options
   7. Sending Letters - All letters throughout life cycle of Tax Deed File, Cost, NOA, Sheriff, Publishing, Surplus, No Bid, etc.
   8. Sending and receiving eRecord documents
   9. Sending and receiving Data to/from Auction Site - showing changes made to files for those sold and not sold during the auction
   10. Cashiering the Bidder's payments for balances - from counter, escrow
   11. Post Sale distribution of allocated post sale funds to parties, or sending file back for resale
   12. Awarding Tax Deed to winning bidder
   13. Distribution and tracking of Surplus funds, including escheatment
   14. Moving Tax Deed Files to List of Lands Available - including what the public would see and options available for public to make requests
   15. Closing a Tax Deed File - all possibly resolutions of a Tax Deed File, including, not limited to, pulling files for redemption, escheatment, etc.

d) **Workflows and Triggers (10pts)** – Demonstration of moving Tax Deed File through stages with application alerting what is required next throughout the process.

e) **Website (10pts)** – Demonstration of public and registered access to the website and what is available to each role types.

f) **Searching (5pts)** – Demonstration of search capabilities, looking for ability to search any part of a tax deed file, including any OCR abilities, or other abilities to search tags on documents, of documents.

g) **Cashiering Module (15pts)** – Ability to receipt payments of all acceptable types; ability to see ledger of a Tax Deed File to see outstanding balances, outstanding surplus, and payments made from Tax Deed File after sale; daily closeouts and reconciliations.

h) **System Flexibility and Management (5pts)** – Ability to make changes to the application, to include updating fee amounts, associating fees to party types, associating correspondences to party types.

i) **Reports and Dashboards (10pts)** – Ability to run reports for individual or bulk Tax Deed Files, status reports, financial reports, etc.

j) **Overall Ease of Use (15pts)** – How intuitive the application is to the novice user; user-friendliness of the application; flexibility of the system to perform daily operations.

(Remainder of page intentionally left blank)

SUBJECT: **Tax Deed Application and Services**

BID #: ESC-0528-18 **OPEN DATE:** 10/17/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: **Clerk of Circuit and County Courts**

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject Harris Recording Solutions as non-responsive for failure to submit Form 3, Insurance Agent Acknowledgement and adhere to requirements of Section 3, General Terms and Conditions of Agreement including indemnification and insurance. Recommend approval to move forward with an on-site demonstration with the highest scoring responsive, responsible bidder, Pioneer Technology Group in accordance with Section 2.5 of the RFP.

Attachments: Recommendation Memo, Tabulation and Scoring Sheets, Rejection Letter and Evaluation Criteria

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Allison Luker, Chief Financial & Administrative Officer, Clerk of the Circuit & County Courts**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 12/13/18

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 12/13/18

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

QWS3270X 1/29/2019 8:24 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 01/29/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 8:24 AM

FISCAL MO/YEAR : 04 2019 CURRENCY CODE :
INDEX CODE : CLCL016 CLERK OF COURT
SUBOBJECT : 06427 COMPUTER EQUIPMENT
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JAN 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	340,001.00	340,001.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	340,001.00	340,001.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND