



**REQUEST FOR PROPOSALS
COURT REPORTING SERVICES**

**SIXTH JUDICIAL CIRCUIT
Pinellas and Pasco Counties**

**Pinellas County Justice Center, Clearwater, Florida,
Robert D. Sumner Judicial Center, Dade City, Florida, and
West Pasco Judicial Center, New Port Richey, Florida**

RFP #06-29-2015

Issued: June 29, 2015

**Response to Request for Proposals Submission Deadline:
NO LATER THAN July 30, 2015 at 5:00 pm
Late proposals will not be considered.**

I. PURPOSE

The Sixth Judicial Circuit (the Court) seeks sealed proposals from qualified vendors to provide stenographic court reporting services as described in this Request for Proposals (RFP) for work at the Pinellas County Justice Center in Clearwater, Florida, the Robert D. Sumner Judicial Center in Dade City, Florida, and the West Pasco Judicial Center in New Port Richey, Florida. The Court is soliciting for **one** firm to provide stenographic court reporting services as needed for circuit court felony proceedings, Termination of Parental Rights proceedings pursuant to chapter 39, Florida Statutes, and Jimmy Ryce proceedings pursuant to section 394.910, Florida Statutes, in **all three courthouse locations**. Some transcription of proceedings digitally recorded by the Court will also be required.

This RFP identifies three service needs or PARTS, which vendors may bid to provide. **PART A** is for the services needed at the **Pinellas County Justice Center (CJC)**. **PART B** is for the services needed at the **Robert D. Sumner Judicial Center (Dade City)**. **PART C** is for the services needed at the **West Pasco Judicial Center (New Port Richey)**. The Court prefers to contract with one court reporting firm, but will accept and carefully consider responsive bids for only PART A, only PART B, only PART C, or a combination thereof. The Court reserves the right to contract with multiple bidders if it appears that any one firm cannot meet all of the Court's needs, or if it otherwise appears to be in the best interest of the Court to contract with multiple providers.

The Court reserves the right to accept or reject any and all proposals, in whole or in part, or to waive as informality any irregularity contained in a proposal, and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the Sixth Judicial Circuit and the State Courts System. For any contract awarded using this RFP process, services will begin October 1, 2015, and continue through September 30, 2017, with the possibility of renewal for three one-year periods.

II. BACKGROUND

Florida Rule of Judicial Administration 2.535 requires the Chief Judge of the judicial circuit to develop a plan for the provision of court reporting services provided at public expense. The plan must ensure that such court reporting services are provided by approved court reporters or approved transcriptionists, and that the records of court proceedings are properly taken and preserved and timely transcribed as needed. In 2011, the Court adopted Administrative Order 2011-059, which updated the Circuit's Court Reporting Plan. In 2012, the Court amended the Court Reporting Plan in part in Administrative Order 2012-057.

In accordance with the Court Reporting Plan, the Court utilizes both digital and stenographic court reporting methods provided by court employees and equipment. The Court also uses contract stenographers and transcriptionists to meet its "overflow" needs. The Court's current contracts with firms for "overflow" stenographers and transcriptionists expires September 30, 2015. Therefore, the Court will need additional "overflow" stenographic court reporter services and transcriptions of digital recordings for at least the twelve months of October 1, 2015, through September 30, 2017.

Because the Court expects the value of services in each of the three courthouse locations for the period of October 1, 2015, through September 30, 2017, to exceed \$35,000, in accordance with the State Court System Purchasing Directives, the Court is using this formal solicitation process to select a vendor to provide all of the expected needs.

The Court does not expect to receive an increase in its budget allocation for court reporter costs during the contracted period. Therefore, the Court expects the contract rates for Parts A, B, and C to be the same or lower than the historical rates detailed below.

To meet the court reporting needs described in **PART A** for the **Pinellas County Justice Center**, the Court has historically contracted with one court reporting firm to provide services. Based on usage over the last year, the expected value of a contract for the **CJC** is approximately \$289,020 including \$154,567 for stenographic and collateral transcription services, \$101,208 for transcription of digital recordings supplied by the Administrative Office of the Courts (AOC), and \$33,245 for attendance.

To meet the court reporting needs described in **PART B** for the **Robert D. Sumner Judicial Center**, the Court has historically contracted with several stenographers and transcriptionists to provide services. Based on usage over the last year, the expected value of a contract for **Dade City** is approximately \$44,885 including \$21,647 for stenographic and collateral transcription services, \$17,418 for transcription of digital recordings supplied by the AOC, and \$5,820 for attendance.

To meet the court reporting needs described in **PART C** for the **West Pasco Judicial Center**, the Court has historically contracted with one court reporting firm to provide stenographers and transcriptionist services. Based on usage over the last year, the expected value of a contract for **New Port Richey** is approximately \$120,742 including \$75,149 for stenographic and collateral transcription services, \$18,788 for transcription of digital recordings supplied by the AOC, and \$26,805 for attendance.

III. DEFINITIONS

“AOC” means the Administrative Office of the Courts.

“Proposer” and “Vendor” each refer to a firm or business entity that submits a response to this Request for Proposals.

“Court” means the Sixth Judicial Circuit.

“Court reporter” as used in this RFP means an individual stenographic court reporter who holds a current certification as a Registered Professional Reporter or other higher level certification from the National Court Reporter’s Association and who has provided documentation of the certification to the AOC, or who has otherwise been approved by the AOC to provide court reporting services in the Sixth Judicial Circuit. Upon an effective date required by the Florida Supreme Court, all court reporters shall be certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters.

“Court Reporting Department” means that section of the AOC that oversees digital and stenographic court reporting services by court staff employees.

“Pasco County” refers to the Robert D. Sumner Judicial Center in Dade City, Florida and the West Pasco Judicial Center in New Port Richey, Florida.

“Pinellas County” refers to the Pinellas County Justice Center in Clearwater, Florida.

“Transcriptionist” as used in this RFP means a contractor or other individual who performs transcription services at public expense and who meets the Court’s certification, training, and other qualifications for transcribing court proceedings.

IV. MINIMUM QUALIFICATIONS/REQUIREMENTS

The Proposer must meet the following minimum qualifications and requirements:

- a. The Proposer must have engaged in the provision of stenographic court reporting and transcription services for at least three years preceding the publication date of this RFP.
- b. The Proposer must currently employ or contract with, or demonstrate the ability to employ or contract with, enough stenographic court reporters and transcriptionists to adequately meet the Proposer's Scope of Services bid.
- c. Each individual stenographer employed by or under contract with the Proposer, must be a stenographic court reporter who:
 - i. Is currently qualified in accordance with the term "court reporter" as it is defined in this RFP;
 - ii. Has at least three years' experience reporting and transcribing felony court trials or other comparable experience;
 - iii. Is capable of translating, editing, and producing accurate transcripts consistent with established standards of accuracy;
 - iv. Is knowledgeable of court practices and procedures;
 - v. Is dedicated to achieving and maintaining a high level of professionalism; and
 - vi. Is proficient in the English language, legal terminology, transcript preparation, and professional responsibility.
- d. Upon an effective date required by the Florida Supreme Court, the selected Vendor shall ensure that all court reporters and transcriptionists are certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters.
- e. The selected Vendor's principal or officers and each individual court reporter and transcriptionist must complete and successfully pass a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency according to the standards described in this RFP.
- f. The selected Vendor must agree to notify the AOC when any law enforcement records check or other background investigation indicates any history of criminal activity by a principal, an officer, individual court reporter, or transcriptionist. Additionally, the Vendor must agree to a continual obligation to report an arrest or conviction of any one of its employees, subcontracted court reporters, or transcriptionists.
- g. The Proposer must currently employ, or demonstrate the ability to employ, at least one experienced real-time stenographic court reporter with related hardware and software.
- h. The Proposer must agree to enter into a contract with the Court to provide the required services. A copy of the draft contract is included at the end of this RFP. By the terms of the contract with the Court, among other requirements, the selected Vendor will provide certified stenographic court reporters in accordance with Florida Rule of Judicial Administration 2.535, Administrative Order Nos. PA/PI-CIR-02-45, 2011-059 PA/PI-CIR, 2012-057 PA/PI-CIR, any subsequent administrative order, and relevant law.
- i. All individual court reporters employed by the Proposer and performing services under this contract must turn in all stenographic disks, CDs, audio recordings, and electronic recordings (the notes and recordings) to the Vendor at least monthly. The Vendor must ensure the safekeeping of the notes and recordings during the periods specified by the Florida Rules of Judicial Administration.
- j. For any transcription work not done by its stenographers, the Proposer's transcriptionist(s) must meet the following requirements:

- i. At least three years of experience typing court transcripts, or be currently certified by the American Association for Electronic Reporters and Transcribers (AAERT) as a Certified Electronic Transcriber (CET) or Certified Electronic Transcriber Digital (CETD); and
 - ii. Possess the ability to produce a verbatim transcript with no more than a two-percent error margin, and ability to deliver such transcripts consistently within the expedited or other timeframe required by the Court.
- k. All transcription must be performed in accordance with the Florida Rules of Appellate Procedure, the Florida Rules of Judicial Administration, and any guidance provided by the AOC.
- l. In providing services for the Court, the selected Vendor will provide:
 - i. Real-time transcription services upon request of the Court. The Court will not be considered to have ordered a transcript when ordering real-time reporting;
 - ii. Transcripts that comply with administrative orders and the Florida Rules of Judicial Administration of all proceedings that the successful Proposer or an individual court reporter covered, upon request of the Court;
 - iii. Written procedures for the control of and retention by the Proposer of the notes and recordings, and transcripts, as well as the careful maintenance of all other files and records;
 - iv. Daily reporting of statistics as requested by the Stenographic Court Reporting Department within the AOC; and
 - v. The ready availability of any court reporter who reported testimony throughout the course of a jury trial, to read back testimony on request of the court during the trial, including jury deliberations.
- m. Individual court reporters and transcriptionists will use his or her own or the Vendor's steno-machines and other equipment necessary to provide the requested services. The Court will not provide equipment.
- n. When providing a transcript, the selected Vendor will also provide a CD when requested. Payment for the CD will be in accordance with the contracted fee schedule. When providing a transcript, the selected Vendor will also email a Microsoft Word document version of the transcript to the Court Reporting Department.
- o. On request of the AOC, a copy of the selected Vendor's unedited ASCII diskette must be provided to the AOC or judge.
- p. The selected Vendor will not have any interest including an employment or business relationship or other interest in a court proceeding that would conflict with the Vendor's ability to perform any required duties for the Court.

V. SCOPE OF SERVICES

The Court prefers to enter into one contract with the most competitive provider who can provide the services required in Part A, Part B, and Part C. However, the Court will accept and carefully consider bids for only Part A, only Part B, only Part C, or a combination thereof. The successful provider will be expected to provide the services described below for all of the Part(s) the provider has submitted a bid for. A copy of a draft contract to provide these services is attached to this RFP. Persons interested in submitting a proposal in response to this RFP should review the draft contract to ensure they are able to meet all contractual requirements. The successful Vendor(s) will be required to post a performance bond, as detailed herein.

PART A - Pinellas County Justice Center (CJC):

The court reporting services the Court requires for the CJC are typically as follows:

- Circuit court felony proceedings, as needed
- Termination of Parental Rights proceedings pursuant to Ch. 39, Fla. Stat., as needed
- Jimmy Ryce proceedings pursuant to § 394.910, Fla. Stat., as needed

The successful Proposer will be prepared to provide a minimum of one certified stenographic court reporter on each Tuesday, Wednesday, and Thursday to report the proceedings listed above. Additional days may be required depending on the court calendar. Felony trials are scheduled every week. Proceedings may include, but are not limited to, scheduled jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court. The assigned court reporter is expected to report any trial or hearing assigned.

The individual court reporter must arrive in time to report to the Court's Stenographic Court Reporter Manager or other location specified by the AOC to receive his or her assignment and be prepared to work by 9:30 a.m., or as otherwise directed by the Manager. The Manager will direct the court reporter to his or her specific section assignment(s). The court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or he or she is otherwise released by the Court, which could be after 5:00 p.m. This applies to all court sections.

The court reporter will be available if necessary to continue reporting trials that carryover from the morning to the afternoon or the normal Tuesday, Wednesday, Thursday work schedule. A trial typically lasts three to five days, but may end sooner or run longer. Any court reporter who reports testimony in the course of a jury trial must be readily available during jury deliberations and prepared to read back testimony upon request.

PART B - Robert D. Sumner Judicial Center (Dade City):

The services that the Court requires for Dade City are typically as follows:

- Circuit court felony proceedings, as needed
- Termination of Parental Rights proceedings pursuant to Ch. 39, Fla. Stat., as needed
- Jimmy Ryce proceedings pursuant to § 394.910, Fla. Stat., as needed

The successful Proposer will be prepared to provide a minimum of one certified stenographic court reporter on Monday of each felony trial week to report the proceedings listed above as needed for one section in Dade City. Felony trial weeks are typically every other week. Additional days may be required depending on the court calendar. The assigned court reporter is expected to report any trial assigned on that Monday. A trial typically lasts three to five days, but may end sooner or run longer. The ability to provide a stenographic court reporter with one-hour notice is preferred. This need occurs approximately six times per year.

Proceedings may include, but are not limited to, scheduled jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court. The assigned court reporter is expected to report any trial or hearing assigned. Assignments are usually given on Friday afternoons for the following week.

The Court's Stenographic Court Reporting Supervisor in Dade City will direct the court reporter to his or her specific section assignments. The individual court reporter will arrive in time to receive

his or her assignment and be prepared to work at no later than 8:30 a.m. each day scheduled or as otherwise directed by the Court's Stenographic Court Reporting Supervisor. The court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or he or she is otherwise released by the Court, which could be after 5:00 p.m. This applies to all court sections. Any court reporter who reports testimony in the course of a jury trial must be readily available during jury deliberations and prepared to read back testimony upon request.

PART C - West Pasco Judicial Center (New Port Richey):

The court reporting services the Court requires for New Port Richey are typically as follows:

- Circuit court felony proceedings, as needed
- Termination of Parental Rights proceedings pursuant to Ch. 39, Fla. Stat., as needed
- Jimmy Ryce proceedings pursuant to § 394.910, Fla. Stat., as needed

The successful Proposer will be prepared to routinely provide two (2) and in some instances three (3) certified stenographic court reporters daily as needed to report the proceedings listed above. In rare instances, court reporters will be needed on Saturday or Sunday. Proceedings may include, but are not limited to, scheduled jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court. A trial typically lasts three to five days, but may end sooner or run longer. The assigned court reporter is expected to report any trial or hearing assigned.

The Court Reporting Department will direct the court reporter to his or her specific section assignment(s). The court reporter must arrive in time to receive his or her assignment and be prepared to work at no later than 8:15 a.m. each day scheduled or as otherwise directed by the Court Reporting Department. The court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or the Court otherwise releases him or her, which could be after 5:00 p.m. This applies to all court sections. Any court reporter who reports testimony in the course of a jury trial must be readily available during jury deliberations and prepared to read back testimony upon request.

VI. COURT AND VENDOR CONTRACTUAL RELATIONSHIP

The Court reserves the right to award one or more contracts to provide the required services as deemed to be in the Court's best interest. Any Vendor awarded a contract, and its employees or subcontractors, will provide the services required herein strictly under a contractual relationship and will not be construed to be an employee, agent, or partner of, or in a joint venture with the Court or the State of Florida. As an independent contractor, the awarded Vendor will pay any and all applicable taxes required by law and will comply with all pertinent Federal, State, and local laws including the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Vendor will be responsible for all income taxes, FICA, and any other withholdings from its employees, or subcontractors' wages or salaries. Fringe benefits will be the responsibility of the Vendor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.

As an independent contractor, the awarded Vendor must hire, compensate, supervise, and terminate members of its work force. The Vendor will direct and control the manner in which work is performed and the conditions under which individual court reporters will report to it. This includes when, where, and how individual court reporters will report to the Vendor and the Vendor's

assignment of court reporters, subject to the needs of the Court. The Vendor will set the hours of work for members of its work force in accordance with the Court's needs.

Prior to commencing work, the successful Proposer(s) will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. **Any contract(s) awarded as a result of the RFP will begin on or about October 1, 2015, for a period of twenty four (24) months through September 30, 2017.** The contract(s) may be renewed for an additional period of time up to 36 months, upon the written mutual consent of the Vendor(s) and the Court. The renewal option will be exercised only if all original contract terms, conditions, and prices remain the same.

Any selected Vendor will not be exclusively bound to the Court and may provide stenographic court reporting services to other private and public entities.

VII. INSURANCE REQUIREMENTS

The successful Proposer must purchase and maintain appropriate insurance for the duration of this agreement. The insurance must contain the following minimum provisions, coverage, and policy limits of liability:

- a. Workers' compensation in at least the limits as required by law.
- b. Comprehensive general liability coverage, including bodily injury and property damage liability in the minimum amount of \$200,000 combined single limit, each occurrence.
- c. The Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, and the State of Florida must be endorsed to the required policy or policies as an additional named insured.
- d. Waiver by the Proposer of subrogation rights for loss or damage against the Court and the State of Florida.
- e. A copy of the insurance policies described above and any endorsements thereto, or a certified copy of the Certificate of Liability Insurance must be provided to the Court. The certificate(s) of insurance must name the types of policies/coverage provided. If the initial insurance expires prior to the completion of this contract, renewal certificates of insurance must be furnished to the Court 30 days prior to the date of their expiration.
- f. The certificate of liability insurance for the above-required insurances will be incorporated by reference into the contract with the Court.

VIII. PERFORMANCE BOND

To ensure fulfillment of its contract with the Court, the successful Proposer(s) will obtain a performance and labor and materials payment bond payable to the Sixth Judicial Circuit in the amount of \$5,000.00 for **each PART** of the Scope of Services bid, PART A, PART B, and PART C. If the Court contracts with separate Vendors for each PART, each Vendor will be required to provide a performance bond of \$5,000. If the Court contracts with one Vendor to provide PARTS A, B, and C of the Scope of Services, the Vendor will be required to provide a performance bond of \$15,000. When submitting a proposal, the Proposer must include proof of its ability to obtain a performance bond in the required amount.

IX. OTHER PROVISIONS

a. Cost of Proposal Preparation

All costs associated with the development and submission of a proposal, Vendor question(s), transmittal letter, and delivery are the responsibility of the Vendor. The Court will not be liable in any way for costs incurred in the preparation and delivery of responses to the RFP or for any expenses associated with subsequent discussions.

b. Independent Price Determination

A Vendor must not collude, consult, communicate, or agree with any other Vendor regarding this RFP on any matter relating to the Vendor's cost of proposal. This requirement should not be construed to limit or restrict one or more entities from collaborating on a joint proposal.

c. Conflict of Interest

This solicitation is subject to chapter 112, Florida Statutes. Vendors must disclose with their response the name of any officer, director, employee, or other agent who is also an employee of the State of Florida or Pasco or Pinellas Counties. Vendors must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent or more in the firm or its affiliates.

d. Prohibited Vendors

i. In accordance with section 287.133, Florida Statutes, 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; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with a public entity for a period of 36 months following the date of being placed on the convicted vendor list. Accordingly, each Vendor must certify that he or she has read and understands the provisions of section 287.133, Florida Statutes, and that the Vendor is not prohibited from submitting a proposal or from contracting with the Court to provide these services.

ii. In accordance with section 287.134, Florida Statutes, an entity or affiliate placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity; or transact business with any public entity. Accordingly, each Proposer must certify that he or she has read and understands the provisions of section 287.134, Florida Statutes, and that the Vendor is not prohibited from submitting a proposal or from contracting with the Court to provide these services.

e. Vendor's Representation and Authorization

In submitting a proposal, each Vendor understands, represents, and acknowledges the following (if the Vendor cannot so certify to any of following, the Vendor must submit with its proposal a written explanation of why it cannot do so):

- i. The Vendor is not currently under suspension or debarment by the State or any other governmental authority.
- ii. To the best of the knowledge of the person signing the response, the Vendor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- iii. To the best of the knowledge of the person signing the response, the Vendor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- iv. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- v. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Vendor or potential Vendor; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent nor potential respondent, and they will not be disclosed before the solicitation opening.
- vi. The Vendor has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of a state or federal antitrust law with respect to a public contract, and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of crimes while in the employ of another company.
- vii. Neither the Vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any person in a position involving the administration of federal funds:
 - A. Has within the three years preceding the publication date of this RFP been convicted of or had a civil judgment rendered against him or her, or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or in performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - B. Has within the three years preceding the publication date of this RFP had one or more federal, state, or local government contracts terminated for cause or default.
- viii. The services offered by the Vendor will conform to the specifications in this RFP.
- ix. If an award is made to the Vendor, the Vendor agrees that it intends to be legally bound to the Contract that is formed with the Sixth Judicial Circuit.
- x. The Vendor has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the proposal.
- xi. The Vendor must indemnify, defend, and hold harmless the Court and the State of Florida, and its officers, employees, and agents against any cost, damage, or expense which may be incurred or be caused by any error in the Vendor's preparation of its proposal.
- xii. All information provided by, and representations made by, the Vendor are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement will be treated as fraudulent concealment from the Court of the true facts relating to submission of the proposal. A misrepresentation may be punishable under law, including, but not limited to, chapter 817, Florida Statutes.

f. Firm Response

The Court may make an award within 60 days after the date of the RFP submission deadline, during which period responses will remain firm and may not be withdrawn. If an award is not made

within 60 days, the response will remain firm until either the Court awards the Contract or the Court receives from the Proposer written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

g. Clarifications/Revisions

Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Proposers deemed eligible for Contract award. Failure to provide requested information may result in rejection of the proposal.

h. Minor Irregularities/Right to Reject

The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

i. Contract Formation

The Court will issue a notice of award, if any, to successful Proposer(s). However, no contract will be formed between a selected Vendor and the Court until the Court signs the Contract. The Court will not be liable for any costs incurred by a Proposer in preparing or producing its response or for any work performed before the Contract is effective.

j. Contract Overlap

The Proposer must identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Vendor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

k. Public Records

Florida law generously defines what constitutes a public record. For examples, refer to Florida Rule of Judicial Administration 2.420 and section 119.07, Florida Statutes. If a Proposer believes that its response contains information that should not be a public record, the Proposer must clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for each exemption.

X. PROPOSAL CONTENT

A proposal must not exceed 20 pages in length, exclusive of required forms or attachments, and contain, at a minimum, the information below. The Court may consider a proposal that does not contain the following minimum information as non-responsive, and may therefore not further evaluate the proposal:

a. Proposer Information:

- i. Vendor's official business name, address (both physical and mailing), telephone and fax numbers; type of business such as sole proprietorship, partnership or corporation, including the State of incorporation;
- ii. Name of Owner;
- iii. FID Number / Social Security Number;
- iv. Length of time in business;

- v. Location(s) of business operations;
 - vi. Firm's qualifications;
 - vii. Qualifications and experience of corporate officer(s) and key personnel;
 - viii. Names and qualifications of court reporter staff;
 - ix. Description of support staff;
 - x. Evidence of meeting the minimum qualifications. You must specifically describe how you meet the requirements of the Scope of Services.
 - xi. Current financial statement.
- b. Statements** – Include a statement indicating an understanding of the project and the requirements thereof. You must provide a written statement that acknowledges you have read the “OTHER PROVISIONS” in section IX of this RFP and that you are in compliance with that section and that the proposal has been prepared and submitted consistent with the requirements in that section. Finally, we also require a statement that you have reviewed Florida Rule of Judicial Administration 2.535, Florida Rule of Appellate Procedure 9.200(b), Administrative Order Nos. PA/PI-CIR-02-45, 2011-059 PA/PI-CIR, 2012-057 PA/PI-CIR, and that you agree to provide services in accordance with those directives.
- c. Grievance Plan** – Include a description of how complaints concerning fees, errors, tardiness, etc. against individual reporters or the firm are handled by the firm.
- d. Quality Assurance** – Include the firm's statement of commitment to quality assurance; the firm's capability and plan to guarantee the appearance of court reporters for proceedings; and the firm's plan(s) for hiring, training, and performance evaluation of employees.
- e. Technology Plan** - Describe any plan for implementing standards for computer aided transcription software, and any provisions to alternatively or additionally supply all transcripts in a magnetic or optical ASCII, or word processing data file format, including but not limited to Microsoft Word and PDF file formats.
- f. References** – Include the name, address, and telephone number of at least one client for whom similar services are or have recently been performed.
- g. Fee Structure** – According to the below-listed request (the Court reserves the right to negotiate any or all proposed fees prior to any agreement/award).
- h. Include proposed fees for each of the following:**
- i. Appearance fees for stenographic reporters in circuit court:
 - A. first hour or fraction thereof \$ _____
 - B. each additional one-quarter hour \$ _____
 - C. minimum rate per half day, if any \$ _____
 - ii. Appearance fees for proceedings after 5:00 p.m., on weekends, or on court holidays (this may be specified as a factor of the regular rate, for example 1.5 times the regular appearance rate). \$ _____
 - iii. Appearance fees for Real-time Reporting:
 - A. first hour or fraction thereof \$ _____
 - B. each additional one-quarter hour \$ _____
 - C. first hour after 5:00 p.m. \$ _____
 - D. each continuing one-quarter hour after 5:00 p.m. \$ _____

- iv. Transcript fees for transcription from stenographic notes or recordings or of an audio CD provided by the AOC:
 - A. original \$_____per page
 - B. copies ordered with the original \$_____per page
 - C. copies ordered without original \$_____per page
 - D. expedited original transcripts
 - 1. one business day \$_____per page
 - 2. two business days \$_____per page
 - 3. three business days \$_____per page
 - 4. ten business days \$_____per page
 - E. Appeal transcript (original and first two copies, including required CDs) no fees will be paid
- v. The fee for a certified transcript on a CD \$_____
- vi. No mileage or travel expenses are paid under this contract

XI. INQUIRIES

Any questions or requests for additional information regarding this RFP must be in writing via mail, fax, or electronic mail directed to the office designated below and received no later than five business days prior to the submission deadline. All questions or requests for additional information must include the Vendor's name, address, and phone number. Hand-delivered written inquiries and telephone inquiries **will not** be accepted. The Court is not responsible for any failure in the delivery of an inquiry.

Mail or fax inquiries must be addressed as follows:

Office of Court Counsel, Sixth Judicial Circuit
 501 1st Avenue North, Suite 1000
 St. Petersburg, FL 33701
 Re: Stenographic Services, Pinellas County
 Fax: (727) 582-7438

Email inquiries must include the subject line "COURT REPORTER SERVICES – RFP#06-29-2015 QUESTION" and be sent to: SixthCircuitContracts@jud6.org

Potential Vendors must not communicate with any Sixth Judicial Circuit personnel concerning this RFP, except through an inquiry by the means identified above. Violation of this requirement may result in rejection of a proposal from the Vendor making the communication.

All questions and answers will be posted on the Court's website at www.jud6.org. Questions received by the deadline indicated below will be posted within two business days.

XII. SUBMITTAL REQUIREMENTS

a. Proposals **must** be typed on white letter-size paper and each element of the RFP must be addressed in a clear, concise manner. Each element must be labeled and indexed. One original marked "ORIGINAL" and four copies, each marked "COPY," are required of each proposal. Proposals must be submitted by the advertised deadline in a sealed package clearly marked on the outside of the package:

RFP #06-29-2015, Court Reporting Services, Sixth Judicial Circuit, DUE: July 30, 2015 5:00 PM

And mailed to: Office of Court Counsel
Sixth Judicial Circuit
501 1st Avenue North
St. Petersburg, Florida 33701
Re: Court Reporting Services RFP #06-29-2015

b. Any proposal received after the advertised deadline **will not** be considered.

c. The Court is not liable in any way for any costs incurred by Vendors in the preparation and delivery of their responses to the RFP or for any subsequent discussions, and is not liable for any failure of the timely delivery of a proposal by the stated deadline.

XIII. EVALUATION OF PROPOSALS

The AOC will evaluate each proposal in consultation with the Court Counsel's Office. The Trial Courts Administrator or her designee reserves the right to request face-to-face interviews of any or all Proposers as may be necessary for a fair and equitable proposal evaluation. After review by the Court Counsel, the Trial Courts Administrator will make a recommendation for award to the Chief Judge of the Sixth Judicial Circuit. In his discretion, the Chief Judge may also consider recommendations from judges of the Court. The Court intends to award a contract to the Proposer with the highest ranking for the required services. The Chief Judge may award contracts to more than one Proposer, re-solicit for proposals, or take other action as deemed appropriate in his discretion to meet the needs of the Court.

The following criteria are the basis for award of this Contract:

Weight

1. Ability of the Proposer to provide the required services as determined by evaluation of, but not limited to, the following: <ul style="list-style-type: none"> • The number of court reporter employees and staff; • Qualifications of the individual court reporters; • Qualifications of the individual transcriptionists (if different from the stenographic court reporters); • Historical performance of the proposer; • The current financial statement; and • Proof of ability to obtain a performance bond in the required amount. 	40
2. Rates for appearances, transcription, and other charges as described in Section X above for "Fee Structure."	40
3. Compliance with Response to Proposal, including but not limited to: <ul style="list-style-type: none"> • Grievance Plan; • Commitment to quality assurance; • Required statements; • References; • Complete Fee Structure; and • Identity of the Vendor's court reporters and transcriptionists. 	20
Total possible score	100

XIV. SCHEDULE OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the Chief Judge determines, in his sole discretion, that it is necessary to change any of these dates and times, the Court will issue an addendum to this proposal.

Advertisement of RFP	June 29, 2015
Deadline to Request Bidders' Conference	July 15, 2015 at 5:00 PM
Bidders' Conference (If Requested)	July 22, 2015
Deadline for Inquiries/Questions	July 22, 2015 at 5:00 PM
Final Posting of Answers to Timely Questions	July 24, 2015
Proposal submission deadline	July 30, 2015 at 5:00 PM
Complete Review of Proposals	August 6-14, 2015
Posting of Intent to Award Contract(s)	August 18, 2015
Contract Services Begin	October 1, 2015

XV. ADDENDUM

Any clarification or additional information that may substantially affect the outcome of this RFP will be provided in the form of a written addendum. The Court will post any addendum on the Sixth Judicial Circuit website at <http://www.jud6.org/LegalCommunity/CourtContractedServices.html> under the tab "Court Reporters."

XVI. POSTING OF SELECTED VENDOR(S)

The Vendor selected for award of a contract will be listed for a period of at least 72 hours on the Sixth Judicial Circuit website at <http://www.jud6.org/LegalCommunity/CourtContractedServices.html> under the tab "Court Reporters." Any protest concerning this solicitation must be made in accordance with section 6.10 of the State Courts System Purchasing Directives.

XVII. DRAFT CONTRACT

See the attached draft contract for court services in Clearwater, Dade City, and New Port Richey. The draft contract contemplates one Vendor providing the services specified in PART A, PART B, and PART C, at all three locations.

DRAFT CONTRACT—

**IN THE CIRCUIT COURT, SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO AND PINELLAS COUNTIES, FLORIDA**

**AGREEMENT FOR COURT REPORTING SERVICES
CLEARWATER, DADE CITY, AND NEW PORT RICHEY**

This agreement (Agreement) is entered into by and between the Sixth Judicial Circuit Court, in and for Pasco and Pinellas Counties, Florida, (Court) and _____, (Court Reporter).

The Chief Judge of the Sixth Judicial Circuit, after consultation with the circuit court and county court judges, entered Administrative Order No. 2011-059 providing the revised Circuit-wide plan for the court reporting of all proceedings. The plan was revised in part by Administrative Order No. 2012-057. This Agreement is awarded to the Court Reporter to cover occasional additional court reporting needs within the Pinellas County Justice Center (CJC) in Clearwater, FL, the Robert D. Sumner Judicial Center (Dade City) in Dade City, FL, and the West Pasco Judicial Center (New Port Richey) in New Port Richey, FL. In consideration of the mutual covenants and provisions contained herein, the Court and the Court Reporter agree as follows:

1. SCOPE OF SERVICES: The Court Reporter will furnish court-reporting services to the Court on an as needed basis to report proceedings at the CJC, Dade City, and New Port Richey courthouses. All court reporting and transcription services must be performed in accordance with the Florida Rules of Judicial Administration, the Florida Rules of Appellate Procedure, Administrative Order Nos. PA/PI-CIR-02-45, 2011-059 PA/PI-CIR, and 2012-057 PA/PI-CIR, any subsequent administrative order or law, and any guidance provided by the Administrative Office of the Courts (AOC). Additionally, the Court Reporter must provide:

- A. Real time transcription services upon request of the Court. The Court will not be considered to have ordered a transcript when ordering real time reporting.
- B. Transcripts of electronically recorded proceedings, including the ability to transcribe an audio file.
- C. Transcripts that comply with the Florida Rules of Judicial Administration and the Florida Rules of Appellate Procedure. When providing a transcript, the Court Reporter will also provide a CD if requested. Any CD provided must include a label identifying the case number, date and type of proceeding.
- D. Provisions for the Courts Reporter's control and retention of the notes, records, and transcripts of individual court reporters and the careful maintenance of all files and records.
- E. A verbatim record of legal proceedings and accurate transcripts in the format required by the Court and the Florida Supreme Court.
- F. Timely distribution of requested transcripts. Unless a different time frame is authorized by Florida statute or rule, or ordered by a court, all transcripts will be filed with the Clerk of Court within 30 days of service of the designations to the court reporter. If the

Court Reporter is unable to complete a transcript within the time specified by the court or AOC, the Court Reporter will immediately prepare and submit a written motion for an extension of time to the appropriate AOC Supervisor or Manager in Clearwater, Dade City, or New Port Richey who will file the motion or take other appropriate action. Only one extension of time will be permitted unless exceptional circumstances exist or as otherwise ordered by the court.

- G. All individual court reporters employed by the Court Reporter and performing services under this contract must turn in all stenographic disks, CDs, stenographic notes, audio recordings, and electronic recordings (notes and recordings) to the Court Reporter at least monthly. The Court Reporter must ensure the safekeeping of the notes and recordings during the periods specified by the Florida Rules of Judicial Administration as noted in paragraph 12 of this agreement. At least sixty (60) days prior to any action to sell the court reporting firm, file for bankruptcy, change ownership, or any other action that may compromise the security of the notes and recordings, the Court Reporter must notify AOC with a plan to provide for the safekeeping of the notes and recordings.
- H. The Court may require that all stenographic disks, CDs, notes, and any audio and electronic recordings of proceedings reported under this contract, be turned in to the Court after any reporting service.
- I. Prior to an individual court reporter or transcriptionist providing services for the Court, and at least every two years thereafter, the court reporter or transcriptionist must have a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency. The Court Reporter must notify the Court's Director of Administrative Services at the address provided in paragraph 16 of this Agreement when any records check, background investigation, or other information indicates any criminal activity by one of the firm's principals, a court reporter, or a transcriptionist. For each of its individual principals, court reporters, and transcriptionists, the Court Reporter agrees to a continual obligation to report to the Director of Administrative Service, an arrest, or charge of any criminal offense, or conviction for any offense other than a civil traffic infraction by the principal, court reporter, or transcriptionist.

Requirements specific to services at the CJC in Clearwater, FL: The Court Reporter will provide one court reporter for each Tuesday, Wednesday, and Thursday court workday to report circuit court felony proceedings, Termination of Parental Rights proceedings pursuant to chapter 39, Florida Statutes, and Jimmy Ryce proceedings pursuant to section 394.910, Florida Statutes, as directed by the Court's Stenographic Court Reporter Manager. Additional days may be required depending on the Court's needs. Felony trials are often scheduled every week. Proceedings may include scheduled hearings, jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court.

The individual court reporter will arrive in time to report to the Court's Stenographic Court Reporter Manager or other location specified by the AOC to receive his or her assignment and be prepared to work by 9:30 a.m., or as otherwise directed by the Manager. The Manager will direct the court reporter to his or her specific section assignment(s). The court reporter can expect to

continue with his or her assignment until the calendar or trial is concluded, or he or she is otherwise released by the Court, which could be after 5:00 p.m. This applies to all court sections.

Except to provide continuing trial coverage, the court reporter will typically be released from appearing each afternoon unless told otherwise by noon of the current workday by the AOC. The court reporter will receive the minimum appearance fee for each half day worked; however, no afternoon appearance fee will be paid when the court reporter is released from an afternoon appearance. The court reporter will be available if necessary to continue reporting trials that carryover from the morning to the afternoon or the normal Tuesday, Wednesday, Thursday work schedule. A trial typically lasts three to five days, but may end sooner or run longer.

Requirements specific to services at Dade City: The Court Reporter will provide one court reporter on Monday of each felony trial week to report circuit court felony proceedings, Termination of Parental Rights proceedings pursuant to chapter 39, Florida Statutes, and Jimmy Ryce proceedings pursuant to section 394.910, Florida Statutes, as directed by the Court's Stenographic Court Reporting Supervisor. Additional days may be required, depending on the Court's needs. Felony trial weeks are typically every other week. Termination of Parental Rights proceedings are typically once a month. Jimmy Ryce proceedings rarely occur. The assigned court reporter is expected to report any trial or hearing assigned on Monday. A trial typically lasts three to five days, but may end sooner or run longer. Assignments are usually given on Friday afternoons for the following week.

Proceedings may include scheduled hearings, jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court.

The Court's Stenographic Court Reporting Supervisor in Dade City will direct the court reporter to his or her specific section assignment(s). The individual court reporter will arrive in time to receive his or her assignment and be prepared to work at no later than 8:30 a.m. each day scheduled or as otherwise directed by the Court's Stenographic Court Reporting Supervisor. The court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or he or she is released by the Court, which could be after 5:00 p.m. This applies to all court sections.

Requirements specific to services at New Port Richey: The Court Reporter must be prepared to routinely provide two and in some instances three certified stenographic court reporters daily as needed to report circuit court felony proceedings, Termination of Parental Rights proceedings pursuant to chapter 39, Florida Statutes, and Jimmy Ryce proceedings pursuant to section 394.910, Florida Statutes, as directed by the Court Reporting Department in New Port Richey. In rare cases, court reporters will be needed on Saturday or Sunday. Proceedings may include scheduled hearings, jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court.

The Court Reporting Department in New Port Richey will direct the court reporter to his or her specific section assignment(s). The individual court reporter must arrive in time to receive his or her assignment and be prepared to work at no later than 8:15 a.m. each day scheduled or as otherwise directed by the Court Reporting Department. The individual court reporter can expect to

continue with his or her assignment until the calendar or trial is concluded, or the Court otherwise releases him or her, which could be after 5:00 p.m. This applies to all court sections

3. ADDITIONAL SERVICES: The Court may request additional court reporting services under this contract at any time. The Court Reporter will be compensated for such additional services as mutually agreed by the parties.

4. QUALIFICATIONS OF COURT REPORTER, INDIVIDUAL COURT REPORTERS, AND TRANSCRIPTIONISTS: The Court will not pay for any expenses incurred by the Court Reporter or the Court Reporter's employees, agents, or subcontractors to comply with these requirements.

A. Professional Qualifications: Each individual court reporter must be a stenographic court reporter who holds a current certification as a Registered Professional Reporter or other higher-level certification from the National Court Reporter's Association, or who otherwise meets standards set by the AOC to provide court reporting services in the Sixth Judicial Circuit. Each individual transcriptionist must have at least three years of experience typing court transcripts, or be currently certified by the American Association for Electronic Reporters and Transcribers as a Certified Electronic Transcriber or Certified Electronic Transcriber Digital. Court reporters and transcriptionists must be able to produce verbatim transcripts with an error margin of no more than two percent. If adopted by the Florida Supreme Court, the Court Reporter must ensure that all court reporters and transcriptionists are certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters upon the effective date of the Supreme Court's order.

B. Law enforcement background checks: Before an individual court reporter or transcriptionist may provide services for the Sixth Judicial Circuit, he or she must have a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency.

- i. The Court Reporter must screen the criminal history law enforcement records check for the firm's principals, court reporters, and transcriptionists. A person is deemed to pass a law enforcement records check when that check reveals:
 - a. No felony convictions;
 - b. No misdemeanor convictions within the previous six years; *and*
 - c. No misdemeanor convictions that indicate a lack of honesty, trustworthiness, diligence, reliability, or impartiality.

For the purposes of this Agreement, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld.

- ii. On entry of this Agreement, the President or other officer of the Court Reporter must submit an affidavit attesting that each of the Court Reporter's individual court reporters and transcriptionists has successfully passed a law enforcement records check in accordance with the above standard. The affidavit must be in the form supplied by the Court Counsel's Office. The person making the affidavit must submit to a law enforcement records check performed by the Court.
- iii. The Court Reporter has a continuing obligation to ensure that a criminal history law enforcement records check is performed on a court reporter or transcriptionist whom the Court Reporter employs or subcontracts with after the firm submits the above affidavit, and to ensure that any such person has passed the law enforcement records check in accordance with the above standard.

- iv. For any individual who does not pass the law enforcement records check, the Court Reporter must inform the individual that he or she may provide service for the Court only after applying to the Court Counsel and obtaining approval of the Chief Judge.

C. Required Reporting of Certain Events: The Court Reporter must require each of its principals and each individual court reporter and transcriptionist to report to the Court Reporter when the individual is:

- i. Named as the respondent in any injunction involving personal protection including domestic violence, dating violence, repeat violence, and sexual violence in any jurisdiction;
- ii. Named as a party in any action in dependency court in any jurisdiction;
- iii. Named as a party in any action within the Sixth Judicial Circuit; or
- iv. Arrested, convicted, has adjudication withheld, or pleads “no contest” for any offense other than a civil traffic infraction in any jurisdiction.

If a principal, individual court reporter, or transcriptionist is involved in any of the above-listed events, the Court Reporter must report the event to the Sixth Judicial Circuit Director of Administrative Services at (727) 453-7167 and obtain the Court’s approval before that individual may provide services for the Court.

D. Conflict of Interest: When providing a court reporter or transcriptionist for the Court, the Court Reporter must *not* provide an individual who has a conflict of interest, including but not limited to the following:

- i. Involvement in a situation in which regard for a private interest of the individual tends to lead to disregard of his or her duties to the Court; or
- ii. Employment or involvement in a business relationship or involvement in any other relationship by the individual or the individual’s family members with any government entity or any party appearing before a court of the Sixth Circuit.

5. INDEPENDENT CONTRACTOR: The Court Reporter may not assign or subcontract any duties under this agreement without prior written consent of the Court. The Court Reporter is and will perform under this agreement as an independent contractor. Nothing contained herein shall in any way be construed to imply that the Court Reporter or the Court Reporter’s employees or subcontractors are agents, employees, partners of, or in a joint venture with the Court or the State of Florida. The Court Reporter is responsible for reviewing and complying with all pertinent State, federal, county, and city laws and ordinances including, but not limited to, state and local taxes, the Fair Labor Standards Act, the Americans with Disabilities Act, Title II of the 1964 Civil Rights Act, and all other applicable state and federal employment laws. Violation of this provision by the Court Reporter will be grounds for termination of this Agreement by the Court without liability for payment of cancelation or other charges.

6. RATE SCHEDULE: The Court Reporter agrees to assess charges in accordance with the following Fee Schedule:

A. Appearance fees for stenographic reporters in circuit court:

- i. first hour or fraction thereof \$ _____
- ii. each additional one-quarter hour \$ _____
- iii. minimum rate per half day, if any \$ _____

- B. Appearance fees for proceedings after 5:00 p.m., on weekends, or on court holidays (this may be specified as a factor of the regular rate, for example 1.5 times the regular appearance rate). \$_____
- C. Appearance fees for Real-time Reporting:
- i. first hour or fraction thereof \$_____
 - ii. each additional one-quarter hour \$_____
 - iii. first hour after 5:00 p.m. \$_____
 - iv. each continuing one-quarter hour after 5:00 p.m. \$_____
- D. Transcript fees for transcription from stenographic notes, recordings, or an audio CD provided by the AOC:
- i. original \$_____ per page
 - ii. copies ordered with the original \$_____ per page
 - iii. copies ordered without original \$_____ per page
 - iv. expedited original transcripts
 - a. one business day \$_____ per page
 - b. two business days \$_____ per page
 - c. three business days \$_____ per page
 - d. ten business days \$_____ per page
- E. Appeal transcript (original and two copies, not expedited) no fees will be paid
- F. The fee for a certified transcript on a CD \$_____
- G. No mileage or travel expenses are paid under this contract

7. TRANSCRIPTS OF PROCEEDINGS: The Court Reporter is responsible for transcribing all proceedings reported during the term of this contract at the rates specified in this contract even if transcription occurs after the conclusion of the contract. The Court Reporter must retain transcripts and other records through the end of the contract period (up to 36-months).

8. SUPPLIES AND EQUIPMENT: The Court Reporter is responsible for supplying its own equipment for proceedings covered under this agreement with no additional costs to the Court or the State of Florida, including providing monitors, connecting cables, and any other equipment needed for real time reporting in accordance with the Supreme Court guidelines.

9. REPORT: The Court Reporter will provide a written statistical report to AOC no later than 15 days after the end of the contract term. The report will include, but is not necessarily limited to: quantity and type of proceedings covered during reporting period; number of pages transcribed, organized by type of proceeding; and other information requested by the Chief Judge.

10. BILLING, PAYMENT, AND RIGHT TO AUDIT: Payment will be rendered only at the conclusion of services provided. Payment for services rendered will be made in accordance with section 215.422, Florida Statutes, on a case-by-case basis and only after invoice, orders, affidavits, and documentation of each service are delivered in accordance with instructions from the AOC, Fiscal Office. The Court Reporter must submit weekly invoices after the services are rendered; in any event, invoices must be submitted not later than 30 days after the end of the month in which services are performed. The Court Reporter must use the standard invoice form provided by the AOC. Invoices for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. For Court interpretation or translation services performed in Pinellas County, the Court Reporter must submit invoices to the Administrative Office of the Courts, Fiscal Office, Pinellas County Justice Center, 14250 49th St. N., Room 2H, Clearwater, FL 33762. For

Court interpretation or translation services performed in Pasco County, the Firm must submit invoices to the Administrative Office of the Courts, West Pasco Judicial Center, 7530 Little Rd., New Port Richey, FL 34654.

The Court Reporter is responsible for ensuring compliance with Florida Rules of Judicial Administration 2.430 and 2.440, and with the procedures for record retention and safekeeping, if any, set forth by the AOC and the Clerks of the Circuit Court for Pasco and Pinellas Counties.

The Court Reporter will also maintain all records made or received in conjunction with the obligations imposed by this agreement in accordance with Florida Rule of Judicial Administration 2.420. The Court Reporter must retain all other records pertaining to this contract for five (5) years after the date of termination of the contract. This includes records necessary to evaluate and substantiate payments made under this contract and any related employment records. Violation of this provision will be grounds for immediate termination of this agreement.

11. INSURANCE: The Court Reporter must procure, pay for, and maintain appropriate insurance for the duration of this agreement. The insurance must contain at a minimum the following provisions, coverage, and policy limits of liability:

- A. Workers' compensation in compliance with Florida Statutes, statutory limits, and employers' liability.
- B. Comprehensive general liability coverage, including bodily injury and property damage liability in the minimum amount of \$200,000 combined single limit, each occurrence.
- C. The Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, and the State of Florida will be endorsed to the required policy or policies as an additional named insured.
- D. The Court Reporter hereby waives subrogation rights for loss or damage against the Court and the State of Florida. The Court Reporter will furnish to the Court a copy of the policies or insurance described above and any endorsements thereto. The required certificates of insurance will name the types of policies/coverage provided, and will refer specifically to the sections of this document in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of this contract, renewal certificates of insurance must be furnished to the Court 30 days prior to the date of their expiration.
- E. The certificate of coverage for the above-required insurance is incorporated by reference into this agreement. A copy is attached as Attachment D.

12. PERFORMANCE BOND: The Court Reporter agrees to supply a performance and labor and materials payment bond (performance bond) payable to Pinellas County in the amount of \$15,000 to ensure fulfillment of this contract. The surety company issuing the performance bond must meet the requirements of section 287.0935, Florida Statutes (2012). The performance bond is incorporated by reference into this agreement. A copy of the performance bond is attached as Attachment E.

13. ENTIRETY OF AGREEMENT AND GOVERNING LAW: The Agreement includes this "Agreement For Court Reporting Services Clearwater, Dade City, and New Port Richey," as well as the following documents incorporated by reference and attached to this Agreement:

- Attachment A—Response to RFP #06-29-2015, Court Reporting Services, submitted by _____, Inc., to the Court and dated _____, 2015, and approved by the Court on xxxxx, 2015;

- Attachment B—Request for Proposals, Court Reporting Services RFP #06-29-2015;
- Attachment C—the State Courts System “General Contract Conditions for Services” in the version that is in effect at the time the Court Reporter enters this Agreement. The General Contract Conditions for Services may be viewed on the Internet at
- http://www.flcourts.org/courts/crtadmin/general_contract_conditions.shtml;
- Attachment D—Certificate of Insurance Coverage; and
- Attachment E—Performance Bond.

If there is a conflict between the terms of this Agreement and any of the documents incorporated by reference, the terms of this Agreement will prevail over all other documents. Conflict between terms of the documents incorporated by reference will prevail in the order listed above. This Agreement may only be changed by an agreement in writing signed by both parties. This Agreement is construed under and governed by the laws of the State of Florida. In the event legal action commences regarding this contract, the Court Reporter agrees venue will lie in Pinellas County.

14. CANCELLATION OF AGREEMENT: The Court reserves the right to cancel this contract with cause if at any time the Court Reporter fails to fulfill or abide by any of the terms or conditions specified. In addition to all other legal remedies available, the Court reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated, or if no such time is stated, within a reasonable period of time as determined by the Court.

15. TERM OF AGREEMENT: Services under this agreement will begin on **October 1, 2015**, or when signed by both parties, whichever is later and will terminate on **September 30, 2017**, unless canceled or terminated as provided herein. Transcripts and other records must be retained through the end of the contract period (up to 36 months). This contract may be renewed at the sole discretion of the Chief Judge for an additional period up to 36 months after the initial contract period. The renewal option will be exercised only if all prices, terms, and conditions remain the same or if other approval is granted by the Court.

16. NOTICES: The Court Reporter must provide the Affidavit of Compliance with Background Check Requirements to:

Ms. Jennifer Parker, Court Counsel
Sixth Judicial Circuit
501 1st Avenue North, Suite 1000
St. Petersburg, FL 33701

The Court Reporter must provide any required notifications to the Director of Administrative Services regarding background checks or event reporting to:

Mr. William Newton, Director of Administrative Services
Sixth Judicial Circuit
14250 49th Street N.
Clearwater, FL, 33762
Phone: (727) 453-7167

The Court Reporter must provide any other notice to:

Ms. Gay Inskeep, Trial Courts Administrator
501 1st Avenue North, Room 645
St. Petersburg, FL 33701

**THE SIXTH JUDICIAL CIRCUIT,
PASCO AND PINELLAS COUNTIES**

Gay Inskeep, Trial Courts Administrator
501 First Avenue North, Room 645
St. Petersburg, FL 33701
Telephone: (727) 582-7477

Date

(AWARDED-VENDOR'S NAME)

_____, (title)

Date

Address: _____

Phone: (____) _____

Cell Phone: (____) _____

Email: (____) _____

Social Security Number **OR** Employer Identification Number: _____

PLEASE SEE THE SAMPLE AFFIDAVIT OF COMPLIANCE on the following page—

[SAMPLE AFFIDAVIT FOR VENDOR EMPLOYEE & SUBCONTRACTOR BACKGROUND CHECKS]

AFFIDAVIT OF COMPLIANCE WITH BACKGROUND CHECK REQUIREMENTS

The ___[Name of the firm]___ is in compliance with the “Agreement for Court Reporting Services Clearwater, Dade City, and New Port Richey” (Agreement) entered with the Court on ___[date]___. Within the previous two months of this affidavit, the undersigned has had a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or by a United States federal law enforcement agency on each of the firm’s individual court reporters and transcriptionists. The names of those court reporters and transcriptionists are:

[List the names of the firm’s principals and all court reporters and transcriptionists for whom the firm checked their backgrounds, and who will or may provide services to the Court]

I have reviewed the results of each of the law enforcement records checks and each of the above listed persons passed the check in accordance with the standard described in paragraph 4 of the Agreement.

Dated: _____

By: _____
[President/Other Specified Officer]

STATE OF FLORIDA
COUNTY OF _[Name of County]__

SWORN AND SUBSCRIBED TO BEFORE ME UNDER PENALTIES OF PERJURY on ___[date]___, by ___[Name of person making affidavit]___, as the President or other Officer of _[Name of the firm]___, a person who is personally known to me or has produced _____ as identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

The firm must submit the affidavit of compliance along with the signed Agreement to:

Ms. Jennifer Parker, Court Counsel
Sixth Judicial Circuit, 501 1st Avenue North, Suite 1000
St. Petersburg, FL 33701