



**REQUEST FOR PROPOSALS  
COURT REPORTING AND TRANSCRIPTION SERVICES**

**SIXTH JUDICIAL CIRCUIT  
PINELLAS AND PASCO COUNTIES**

**RFP #02-26-2024**

**Issued: February 26, 2024**

**Response to Request for Proposals Submission Deadline:  
NO LATER THAN March 22, 2024 at 5:00 pm  
Late proposals will not be considered.**

## **I. DEFINITIONS**

“AOC” means the Administrative Office of the Courts.

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

“Circuit” means the Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, Florida.

“Court reporter” as used in this Request for Proposals means an individual transcriptionist or stenographic court reporter who has at least three years of experience as a stenographic court reporter, holds a current certification as a Registered Professional Reporter or other higher level certification from the National Court Reporter’s Association (NCRA), or who otherwise meets standards set 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 must be certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters.

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

“Pasco County” refers to the Robert D. Sumner Judicial Center; West Pasco Judicial Center; the Pasco County Jail in Land O’Lakes; and such other facilities located within Pasco County.

“Pinellas County” refers to the St. Petersburg Judicial Building and the 501 Building; the Clearwater Courthouse; the Clearwater Historic Courthouse; the Pinellas County Justice Center; North County Traffic Court; South County Traffic Court; the Pinellas County Jail; and such other facilities located within Pinellas County.

“RFP” means Request for Proposals.

## **II. REFERENCES**

Florida Rule of General Practice and Judicial Administration 2.560 is available on The Florida Bar website [www.floridabar.org](http://www.floridabar.org) under “Rules, Standards & Jury Instructions.”

Administrative Order Nos. 2002-045 PA/PI-CIR and 2023-020 PA/PI-CIR are available on the Sixth Circuit’s website at [www.jud6.org/LegalCommunity/AdministrativeOrders.html](http://www.jud6.org/LegalCommunity/AdministrativeOrders.html) under 2023 administrative orders and the “Court Reporters” administrative orders.

The Florida Statutes mentioned in this RFP are available at Online Sunshine at [www.leg.state.fl.us](http://www.leg.state.fl.us).

Applicable policies and recommendations for court reporting and other information for court reporters and transcriptionists are available on the Florida State Courts’ website at [www.flcourts.org/resources-and-services/court-services/court-reporting.stml](http://www.flcourts.org/resources-and-services/court-services/court-reporting.stml).

### **III. PURPOSE**

The Sixth Judicial Circuit (Circuit) seeks sealed proposals to provide stenographic court reporting and transcription services as described in this RFP for work in Pasco and Pinellas Counties, for circuit court proceedings such as first-degree and second-degree felony trials, first-degree murder proceedings and trials, Termination of Parental rights trials, and Jimmy Ryce proceedings.

The Circuit reserves the right to contract with multiple bidders if it appears any one Proposer cannot meet all of the Circuit's needs, or if it otherwise appears to be in the best interest of the Circuit to contract with multiple providers. The Circuit 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 July 1, 2024, and continue through June 30, 2025, with the possibility of renewal from July through June, at the discretion of the Chief Judge.

### **IV. BACKGROUND**

Florida Rule of General Practice and Judicial Administration 2.535 requires the Chief Judge of each 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 and the records of court proceedings are properly taken and preserved and timely transcribed as needed. In 2023, the Circuit amended its Court Reporting Plan in Administrative Order 2023-020.

In accordance with the Court Reporting Plan, the Circuit utilizes both stenographic and digital court reporting methods provided by court employees and equipment. The Circuit also uses contract stenographers and transcriptionists to meet its "overflow" needs. The Circuit's current contracts with firms or individuals for "overflow" stenographers expires June 30, 2024. Therefore, the Circuit will need additional "overflow" stenographic court reporter services for digital recordings and transcriptionists.

Because the Circuit expects the value of services to exceed \$35,000 per year, in accordance with the State Court System Purchasing Directives, the Circuit is using this formal solicitation process to select firms to provide all of the expected needs. Based on usage over the last year, the expected value of a contract(s) for Pasco County is approximately \$75,000 for stenographic and collateral transcription services, and \$52,000 for transcription of digital recordings supplied by the AOC. Based on usage over the last year, the expected value of a contract(s) for Pinellas County is approximately \$150,000 for stenographic and collateral transcription services, and \$100,000 for transcription of digital recordings supplied by the AOC.

### **V. MINIMUM QUALIFICATIONS/REQUIREMENTS**

The Proposer must meet the following minimum qualifications and requirements:

1. The Proposer must have engaged in the provision of stenographic court reporting services for at least three years preceding the publication date of this RFP.

2. The Proposer must currently employ or contract with, or demonstrate the ability to employ or contract with, enough stenographic court reporters to adequately meet the Proposer's Scope of Services bid.
3. Each individual stenographic court reporter employed by or under contract with the Proposer must be a stenographic court reporter who:
  - a. Is currently qualified in accordance with the term "court reporter" as it is defined in this RFP;
  - b. Has at least three years' experience reporting and transcribing felony court trials or other comparable experience;
  - c. Is proficient in the English language, legal terminology, and transcript preparation;
  - d. Is capable of translating, editing, and producing accurate and complete transcripts with an error margin of no more than two percent;
  - e. Is knowledgeable of court practices and procedures; and
  - f. Is dedicated to achieving and maintaining a high level of professionalism.
4. Upon an effective date required by the Florida Supreme Court, the selected contractor must ensure that all court reporters are certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters.
5. The selected contractor's principals or officers and each individual court reporter 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.
6. The selected contractor 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, or individual court reporter. Additionally, the contractor must agree to a continual obligation to report an arrest or conviction of any of its employees, subcontracted court reporters, or transcriptionists.
7. A Firm must currently employ, or demonstrate the ability to employ, at least one experienced real-time stenographic court reporter with related hardware and software.
8. The Proposer must agree to enter into a contract with the Circuit to provide the required services. A copy of draft contracts are included at the end of this RFP. By the terms of the contract with the Circuit, among other requirements, the selected contractor will provide certified stenographic court reporters or transcriptionists in accordance with Florida Rule of General Practice and Judicial Administration 2.535, Administrative Order 2023-020 PA/PI-CIR, any subsequent administrative order, and relevant law.
9. The selected contractor must comply with E-Verify requirements pursuant to sections 448.09 and 448.095, Florida Statutes, and section 287.138, Florida Statutes, which prohibits the State from contracting with certain countries.

10. All individual court reporters employed by their 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 contractor at least monthly. The contractor must ensure the safekeeping of the notes and recordings during the periods specified by the Florida Rules of General Practice and Judicial Administration.
11. All transcription must be performed in accordance with the Florida Rules of Appellate Procedure, the Florida Rules of General Practice and Judicial Administration, Administrative Order 2023-020 PA/PI-CIR, any subsequent administrative order, relevant law, and any guidance provided by the AOC.
12. When providing stenographic court reporting services for the Circuit, the selected contractor will provide:
  - a. Real-time transcription services upon request of the Circuit. The Circuit will not be considered to have ordered a transcript when ordering real-time reporting;
  - b. Transcripts which comply with administrative orders and the Florida Rules of Judicial Administration for all proceedings, which the successful Proposer or an individual court reporter covered, upon request of the Circuit;
  - c. When providing a transcript, the selected contractor will also provide a CD when requested. Payment for the CD will be in accordance with the contracted fee schedule. When providing a transcript, transcripts will be emailed in Microsoft Word and Adobe PDF files to the AOC;
  - d. On request of the AOC, a copy of the selected contractor's rough draft, in Word format, on a CD must be provided to the AOC or judge;
  - e. Written procedures for the control of and retention by the Proposer of the notes, recordings, and transcripts, as well as the careful maintenance of all other files and records;
  - f. Daily reporting of statistics as requested by the Stenographic Court Reporting Department within the AOC; and
  - g. 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.
13. Individual court reporters will use their own or the contractor's steno-machines, other equipment, and supplies necessary to provide the requested services. The Circuit will not provide equipment or supplies.

## **VI. SCOPE OF SERVICES**

The Circuit may enter into separate contracts for stenographic court reporting services and transcription with multiple contractors to handle the needs of the Circuit. The contractor(s) must provide the services described herein. A copy of the draft contract to provide these services is attached to this RFP. Contractors interested in submitting a proposal in response to this RFP should review the draft contracts to ensure they are able to meet all contractual requirements. The successful contractor(s) will be required to post a performance bond, as detailed herein.

**The required reporting services may include but are not limited to:**

First-degree and second-degree felony trials; first-degree murder proceedings and trials; Jimmy Ryce trials; and/or Termination of Parental Rights trials.

Trials in Pasco County (Dade City and New Port Richey) are typically held every other week, beginning on Mondays and continuing through to the conclusion of those proceedings. At least one contract stenographic court reporter is needed in Dade City and at least one contract stenographic court reporter is needed in New Port Richey every other week.

Trials at the Pinellas County Justice Center are typically held every week, beginning on Tuesdays and continuing through to the conclusion of those proceedings. At least one contract stenographic court reporter is needed.

Proceedings and trials may continue past 5:00 PM, on weekends, and on court holidays.

The Electronic Court Reporting Manager will advise the stenographic court reporter what time to appear for court in Pasco County. The Stenographic Court Reporting Manager will advise the stenographic court reporter what time to appear for court in Pinellas County.

The respective managers will advise the stenographic court reporter of the need for services on the Friday of the week preceding the assignment(s). There may occasionally be a request for services on short notice.

Any contracted stenographic court reporter who reports testimony during the course of a jury trial must be readily available during jury deliberations and prepared to read back testimony upon request.

**VII. CIRCUIT AND VENDOR CONTRACTUAL RELATIONSHIP**

The Circuit reserves the right to award one or more contracts to provide the required services as deemed to be in the Circuit's best interests. Any individual or Firm awarded a contract, 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 Circuit or the State of Florida. As an independent contractor, the awarded contractor 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 contractor 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 contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.

An awarded Firm must hire, compensate, supervise, and terminate members of its work force. The Firm 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 Firm and the Firm's assignment of court reporters,

subject to the needs of the Circuit. The Firm will set the hours of work for members of its work force in accordance with the Circuit'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 July 1, 2024, for a period of twelve (12) months through June 30, 2025.** The contract(s) may be renewed for an additional period, of up to 36 months, from July to June, upon the written mutual consent of the contractor(s) and the Circuit. The renewal option will be exercised only if all original contract terms, conditions, and prices remain the same.

Any selected individual or Firm will not be exclusively bound to the Circuit and may provide stenographic court reporting and/or digital transcription services to other private and public entities.

#### **A. INSURANCE REQUIREMENTS**

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

1. Workers' compensation in at least the limits as required by law.
2. Comprehensive general liability coverage, including bodily injury and property damage liability in the minimum amount of \$200,000 combined single limit, each occurrence.
3. 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.
4. Waiver by the Proposer of subrogation rights for loss or damage against the Circuit and the State of Florida.
5. 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 Circuit. 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 Circuit 30 days prior to the date of their expiration.
6. The certificate of liability insurance for the above-required insurances will be incorporated by reference into the contract with the Circuit.

#### **B. OTHER PROVISIONS**

1. **Cost of Proposal Preparation** – All costs associated with the development and submission of a proposal, question(s), transmittal letter, and delivery are the responsibility of the individual or Firm. The Circuit 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.

2. **Independent Price Determination** – An individual or Firm must not collude, consult, communicate, or agree with any other individual or Firm regarding this RFP on any matter relating to the cost of proposal. This requirement should not be construed to limit or restrict one or more entities from collaborating on a joint proposal.
3. **Conflict of Interest** – This solicitation is subject to chapter 112, Fla. Stat. The Proposer 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. The Proposer 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.
4. **Prohibited Vendors** –
  - a. In accordance with section 287.133, Fla. Stat., 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 individual or Firm must certify that they have read and understand the provisions of section 287.133, Fla. Stat., and that they are not prohibited from submitting a proposal or from contracting with the Circuit to provide these services.
  - b. In accordance with section 287.134, Fla. Stat., 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 they have read and understand the provisions of section 287.134, Fla. Stat., and that they are not prohibited from submitting a proposal or from contracting with the Circuit to provide these services.
5. **Vendor's Representation and Authorization** – In submitting a proposal, each individual or Firm understands, represents, and acknowledges the following (if the Proposer cannot so certify to any of following, the Proposer must submit with its proposal a written explanation of why it cannot do so):
  - a. The individual or Firm is not currently under suspension or debarment by the State or any other governmental authority.
  - b. To the best of the knowledge of the person signing the response, the individual or Firm, 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.
  - c. To the best of the knowledge of the person signing the response, the individual or Firm



has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- d. 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.
- e. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other individual or Firm; 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.
- f. The individual or Firm has fully informed the Circuit in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Fla. Stat.), 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.
- g. Neither the individual or Firm 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:
  - i. Has within the three years preceding the publication date of this RFP been convicted of or had a civil judgment rendered against them, 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
  - ii. 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.
- h. The services offered by the individual or Firm will conform to the specifications in this RFP.
- i. If an award is made to the individual or Firm, the individual or Firm agrees that it intends to be legally bound to the Contract which is formed with the Sixth Judicial Circuit.
- j. The individual or Firm 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 they have 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.
- k. The individual or Firm must indemnify, defend, and hold harmless the Circuit 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 Firm's preparation of its proposal.

1. All information provided by, and representations made by, the individual or Firm are material and important and will be relied upon by the Circuit in awarding the Contract. Any misstatement will be treated as fraudulent concealment from the Circuit 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.
6. **Proposer Response** – The Circuit may make an award within sixty (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 sixty (60) days, the response will remain firm until either the Circuit awards the Contract or the Circuit receives from the Proposer written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Circuit’s sole discretion, be accepted or rejected.
7. **Clarifications/Revisions** – Before award, the Circuit 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.
8. **Minor Irregularities/Right to Reject** – The Circuit 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 Circuit determines that doing so will serve the Circuit or State’s best interests. The Circuit may reject any response not submitted in the manner specified by the solicitation documents.
9. **Contract Formation** – The Circuit will issue a notice of award, if any, to successful Proposer(s). However, no contract will be formed between a selected individual or Firm and the Circuit until the Circuit signs the Contract. The Circuit 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.
10. **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 Firm authorizes the Circuit to eliminate duplication between agreements in the manner the Circuit deems to be in its best interest.
11. **Public Records** – Florida law generously defines what constitutes a public record. For examples, refer to Florida Rule of General Practice and Judicial Administration 2.420 and section 119.07, Fla. Stat. 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.

## C. 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 Circuit may consider a proposal non-**

**responsive that does not contain the following minimum information, and may decide not to further evaluate the proposal:**

**1. Proposer Information:**

- a. Firm'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;
- b. Name of Owner;
- c. FID Number / Social Security Number;
- d. Length of time in business;
- e. Location(s) of business operations;
- f. Firm's qualifications;
- g. Qualifications and experience of corporate officer(s) and key personnel;
- h. Names and qualifications of individual court reporters and/or transcriptionist(s);
- i. Description of support staff;
- j. Evidence of meeting the minimum qualifications. You must specifically describe how you meet the requirements of the Scope of Services.
- k. Current financial statement.

**2. Statements** – The proposal must include the following statements:

- a. Statement indicating an understanding of the projected work and the requirements thereof;
- b. Statement explaining the Firm's experience and performance in providing the services sought under this RFP, including the names of other entities for which the Firm has provided regular stenographic court reporting and/or digital transcription services.
- c. Statement that acknowledges you have read the "Other Provisions" section 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.
- d. Statement that you have reviewed Florida Rule of General Practice and Judicial Administration 2.535, Florida Rule of Appellate Procedure 9.200(b), and Administrative Order Nos. 2002-045 PA/PI-CIR and 2023-020 PA/PI-CIR, and that you agree to provide services in accordance with those directives.

**3. Grievance Plan** – Include a description of how complaints concerning fees, errors, tardiness, etc. against individual court reporters, individual transcriptionists, or the Firm are handled by the Firm.

**4. 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.

**5. Technology Plan** – Describe hardware and software used to provide stenographic services, real-time services, and production of Word and PDF files of transcripts prepared, and delivery thereof, pursuant to this contract.

6. **References** – Include the name, address, and telephone number of at least two clients for whom similar services were recently performed.
7. **Fee Structure** – According to the below-listed request (the Circuit reserves the right to negotiate any or all proposed fees prior to any agreement/award), **include proposed fees for each of the following services:**
  - a. Appearance fees for stenographic court 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. each continuing one-quarter hour after 5:00 p.m. \$ \_\_\_\_\_
  - d. Transcription fees:
    - i. appellate transcript \$ \_\_\_\_\_ per page
    - ii. 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
      5. eleven to thirty business days \$ \_\_\_\_\_ per page
  - e. No mileage or travel expenses are paid under this contract.

#### D. INQUIRIES

Any questions or requests for additional information regarding this RFP must be in writing via mail, electronic mail, or fax directed to the person designated below, *and received no later than March 22, 2024*. All questions or requests for additional information must include name, address, and phone number. Telephone inquiries **will not** be accepted.

All questions and answers will be posted to the Circuit's website ([www.jud6.org](http://www.jud6.org)) by the close of business on the next workday, or as soon thereafter as practicable.

Mail or fax inquiries must be addressed as follows:

Lyndsey E. Siara, Court Counsel

14250 49th Street North, J4.601

Re: QUESTION - RFP 02-26-2024 – Court Reporting Services

Fax: (727) 582-7438

Email inquiries must include the subject line "QUESTION - RFP 02-26-2024 - Court Reporting Services" and be sent to: [sixthcircuitcontracts@jud6.org](mailto:sixthcircuitcontracts@jud6.org).

Potential proposers must not communicate with any Sixth Judicial Circuit personnel

concerning this RFP, except for the contact person identified above, and then, only by the means indicated. Violation of this requirement may result in rejection of a proposal from the proposer making the communication.

#### **E. SUBMITTAL REQUIREMENTS**

1. 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.

2. One original marked “ORIGINAL”, and one copy marked “COPY”, are required for each proposal. Proposals must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

**“RFP 02-26-2024” – Court Reporting Services  
Sixth Judicial Circuit  
Due: 5:00 PM, April 8, 2024**

3. Any proposal received after the advertised deadline **will not** be considered for award.

4. The sealed package must be submitted to:

**Office of Court Counsel, Sixth Judicial Circuit  
14250 49th Street North, J4.601, Clearwater, FL 33762**

To deliver your sealed package in person, you must pre-arrange delivery by calling (727) 582-7424. **NOTE: Certified mail deliveries will not be accepted.**

#### **F. EVALUATION OF PROPOSALS**

The AOC will evaluate each proposal in consultation with the Court Counsel’s Office. The Trial Courts Administrator or their 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 and AOC, the Trial Courts Administrator will make a recommendation for award to the Chief Judge of the Sixth Judicial Circuit. In their discretion, the Chief Judge may also consider recommendations from judges of the Circuit. The Circuit 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 their discretion to meet the needs of the Circuit.

<b>The following criteria are the basis for award of this Contract:</b>		<b>Weight</b>
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"><li>• The number of court reporter employees and staff;</li><li>• Qualifications of the individual court reporters;</li><li>• Qualifications of the individual transcriptionists (if different from the stenographic court reporters);</li><li>• Historical performance of the Proposer;</li><li>• A current financial statement; and</li><li>• Proof of ability to obtain a performance bond in the required amount.</li></ul>		40

2. Rates for appearances, transcription, and other charges as described herein.	40
3. Compliance with Response to Proposal, including but not limited to: <ul style="list-style-type: none"> <li>• Grievance Plan;</li> <li>• Commitment to quality assurance;</li> <li>• Required statements;</li> <li>• References;</li> <li>• Complete Fee Structure; and</li> <li>• Identity of the Firm’s court reporters and transcriptionists.</li> </ul>	20
<b>Total possible score</b>	<b>100</b>

## **G. 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 their sole discretion, that it is necessary to change any of these dates and times, the Circuit will issue an addendum to this proposal.

<b>Advertisement of RFP</b>	<b>February 26, 2024</b>
<b>Deadline for Questions</b>	<b>5:00 PM; March 22, 2024</b>
<b>Deadline to request Bidders’ meeting</b>	<b>5:00 PM; March 22, 2024</b>
<b>Bidders’ meeting (if requested)</b>	<b>April 1, 2024</b>
<b>RFP Submission Deadline</b>	<b>5:00 PM; April 8, 2024</b>
<b>Posting of Intent to Award Contract(s)</b>	<b>5:00 PM; April 22, 2024</b>
<b>Deadline to Intent to Protest Awarding of Contract(s)</b>	<b>5:00 PM; April 24, 2024</b>
<b>Deadline to submit Protest of Awarding of Contract(s)</b>	<b>5:00 PM; May 2, 2024</b>
<b>Contract services begin</b>	<b>June 1, 2024</b>

## **H. 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. Any addendum will be posted on the Circuit’s website at: [www.jud6.org/LegalCommunity/CourtContractedServices.html](http://www.jud6.org/LegalCommunity/CourtContractedServices.html) under the “Court Contracted Services” page and then listed under “Court Reporters.”

## **I. POSTING OF SELECTED VENDOR(S)**

The contractor(s) selected for award of a contract will be listed for a period of at least 72 hours on the Circuit’s website at [www.jud6.org/LegalCommunity/CourtContractedServices.html](http://www.jud6.org/LegalCommunity/CourtContractedServices.html) under the “Court Contracted Services” page and then listed under “Court Reporters.” Any protest concerning this solicitation must be made in accordance with section 6.10 of the State Courts System Purchasing Directives.

## **J. DRAFT CONTRACT**

See the attached draft contract for stenographic and transcription court reporting services. The draft contract contemplate a firm or individual providing the services specified above.

**STATE COURTS SYSTEM  
SIXTH JUDICIAL CIRCUIT, IN AND FOR  
PASCO AND PINELLAS COUNTIES, FLORIDA  
COURT REPORTING/TRANSCRIPTION SERVICES CONTRACT**

**THIS CONTRACT** is entered into between the Sixth Judicial Circuit Court of Florida, hereinafter referred to as the "Circuit," and, NAME, hereinafter referred to as the "Contractor," to provide Court Reporting and Transcription services.

**PART I. SCOPE OF WORK:**

**A. Background**

Article V, section 14 of the Florida Constitution, section 29.004(3), Florida Statutes, and Rules 2.430(e) and 2.535, Florida Rules of General Practice and Judicial Administration, require the State Courts System to provide certain court reporting services at the public expense.

**B. Goals and Objectives**

The objective of this Contract is for the Circuit to meet its obligations by engaging the services of the Contractor to provide court reporting services for assigned cases.

**C. Definitions**

1. Financial Consequences: the adjustment applied to the Contractor's payment to compensate for performance that did not meet the minimum Performance Standards.
2. Florida Rules: Rules 2.420, 2.430, and 2.535, Florida Rules of General Practice and Judicial Administration, Rules 13.120 - 13.160, Florida Rules for Certification and Regulation of Court Reporters.
3. Performance Standards: the minimum standard by which the Contractor's performance will be measured to determine acceptance and justify full payment.

**D. Deliverables**

In any case assigned by the Circuit and accepted, the Contractor will provide any of the services indicated below:

ID #	TITLE	SPECIFICATIONS
D-1	Court Reporting Services	1.1 <u>DESCRIPTION:</u> Attend assigned court proceedings and stenographically report proceedings verbatim, utilizing real-time software and enabling on-screen display of transcription in real time. Backup audio recording is required.
		1.2 <u>PERFORMANCE STANDARDS:</u> A verbatim and complete transcript in the format required by the Court, the District Court of Appeal, the Florida Supreme Court, and standards in Administrative Order No. 2023-020; the Florida Rules of General Practice and Judicial Administration; and all other Florida Rules and applicable or subsequent Administrative Orders.
		1.3 <u>FINANCIAL CONSEQUENCES:</u> \$100 invoice reduction adjustment for each violation confirmed by a formal hearing resulting in a disciplinary sanction pursuant to Rule 13.140, Florida Rules for Certification and Regulation of Court Reporters.
D-2	Real-Time Captioning Services	2.1 <u>DESCRIPTION:</u> Use computer aided technology to provide real-time captioning of the court or court-related proceeding being reported for individuals who are deaf and/or hard of hearing.
		2.2 <u>PERFORMANCE STANDARDS:</u> All services will be provided in accordance with the Americans with Disabilities Act,

		<p>Rule 2.540, Florida Rules of General Practice and Judicial Administration, the Florida State Courts System's Policy on Real-Time Court Transcription Services for persons who are deaf or hard of hearing, and any relevant Administrative Order of the Circuit.</p> <p><b>2.3 FINANCIAL CONSEQUENCES:</b> \$100 invoice reduction adjustment for each violation confirmed by a formal hearing resulting in a disciplinary sanction pursuant to Rule 13.140, Florida Rules for Certification and Regulation of Court Reporters.</p>
D-3	Transcription	<p><b>3.1 DESCRIPTION:</b> Transcribe the verbatim record into a complete and accurate written record of what was said during the court or court-related proceeding reported.</p> <p><b>3.2 PERFORMANCE STANDARDS:</b> All transcripts must be provided in the manner and format prescribed by Rule 2.535(f), Florida Rules of General Practice and Judicial Administration, and any applicable Administrative Order.</p> <p><b>3.3 FINANCIAL CONSEQUENCES:</b> \$100.00 invoice reduction adjustment for each violation confirmed through the process defined in Rule 13.140, Florida Rules for Certification and Regulation of Court Reporters.</p>

### E. Delivery Requirements

In any case assigned by the Circuit and accepted by the Contractor, the Contractor will provide an approved Court Reporter who will:

ID #	TITLE	SPECIFICATIONS
E-1	Location, Date, and Time	<p><b>1.1 DESCRIPTION:</b> Be prepared and ready to perform the services required under this Contract at the start of the proceeding.</p> <p><b>1.2 PERFORMANCE STANDARDS:</b> Be present and ready to perform the services required at the date, time, and location specified on the assignment 95% of the time.</p> <p><b>1.3 FINANCIAL CONSEQUENCES:</b>            1.3.1 \$25.00 per instance invoice reduction for each late arrival that does not result in the rescheduling of the proceeding.            1.3.2 \$100.00 per instance invoice reduction for each late arrival that requires the rescheduling of the proceeding.</p>
E-2	Transcription Services	<p><b>2.1 DESCRIPTION:</b> Transcribe the reported court or court-related proceeding into a written record and email the pdf file to the court reporting department within the time required by any applicable Florida Rules, court order, court reporting manager, or as otherwise required by the Circuit or presiding judge.</p> <p><b>2.2 PERFORMANCE STANDARDS:</b> Completed document must be emailed to the court reporting department as required on or before the due date, time, and at the location specified on the assignment 98% of the time.</p> <p><b>2.3 FINANCIAL CONSEQUENCES:</b>            2.3.1 \$25.00 per instance invoice reduction for each delivery up to 2 business days late.            2.3.2 \$100.00 per instance invoice reduction for each late delivery that is 3 or more business days late.</p>
E-3	Records Retention	<p><b>3.1 DESCRIPTION:</b> Retain all notes, documents, recordings, and electronic records of all court proceedings reported pursuant to this contract.</p>



		<p><b>3.2 PERFORMANCE STANDARDS:</b> All records must be retained as required by Rule 2.430(e), Florida Rules of General Practice and Judicial Administration, for all cases, unless extended by order of the Court.</p> <p>Provisions for the Contractor's control and retention of the notes, records, and transcripts of individual court reporters and transcriptionists, and the careful maintenance of all files and records. The Contractor must ensure the safekeeping of the notes and recordings during the periods specified by the Florida Rules of General Practice and Judicial Administration as indicated in this Contract. At least sixty (60) days, or with as much advanced notice as possible, prior to any action to sell the Contractor's company, file for bankruptcy, change of ownership, or any other action that may compromise the security of the notes, recordings, and transcripts, the Contractor must notify AOC with a plan to provide for the safekeeping of the notes, audio and electronic recordings, and transcripts. The Court may require that any and all disks, CDs, notes, audio and electronic recordings of proceedings, and transcripts handled under this Contract, be turned in to the Court any court reporting or transcription service following any court reporting or transcription service.</p> <p><b>3.3 FINANCIAL CONSEQUENCES:</b> \$500.00 invoice reduction per case where the Florida Rules or court order was not followed.</p>
E-4	Records Delivery	<p><b>4.1 DESCRIPTION:</b> Timely distribution of requested transcripts. Upon request, Contractor will email completed requested transcripts, in PDF format, to the respective court reporting department.</p> <p><b>4.2 PERFORMANCE STANDARDS:</b></p> <p>4.2.1. All services must be in accordance with the standards in Administrative Order No. 2023-020; the Florida Rules of General Practice and Judicial Administration; and all other Florida Rules and applicable or subsequent Administrative Orders.</p> <p>4.2.2. Unless a different time frame is authorized by Florida statute or rule, or ordered by a court, all transcripts will be sent to AOC Court Reporting Department within 30 days of service of the designations to the transcriptionist. If the Contractor is unable to complete a transcript within the time specified by the court or AOC, the Contractor will immediately prepare and submit a written motion for an extension of time to the appropriate AOC Court Reporting Department Supervisor or Manager, 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. The District Court of Appeal or Florida Supreme Court will make the ultimate decision to grant or deny a request for extension of time and the Contractor shall abide by the court's ruling.</p> <p>4.2.3. Transcripts for Termination of Parental Rights cases will be sent to AOC Court Reporting Department within 20 days of the request to transcribe. If the Contractor is unable to complete a transcript within the time specified by the court or AOC, the Contractor will immediately prepare and submit a written motion for an extension of time to the appropriate AOC Court Reporting Department Supervisor or Manager, who will file the motion or take other appropriate action. Only one extension of time for an additional 20 days will be permitted. The District Court of Appeal or Florida Supreme Court will make the ultimate decision to grant or deny a request for extension of time and the Contractor shall abide by the Court's ruling.</p> <p>4.2.4. Expedited transcript requests are limited to one, two, three, or ten-day delivery deadlines. Delivery of expedited transcripts shall occur prior to 9:00 a.m. on the due date. Transcript requests, which are due between eleven days and thirty days from the date of receipt of the order, are due before 8:00 a.m.</p>

		<p>on the due date and shall be billed at the 30-day fee.</p> <p>4.2.5. All individual court reporters employed by the Contractor 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 Contractor at least monthly.</p>
		<p><b>4.3 FINANCIAL CONSEQUENCES:</b></p> <p>4.3.1. \$100 invoice reduction per case where the standards were not followed.</p> <p>4.3.2. \$25.00 per instance invoice reduction for each delivery up to 2 business days late. \$100.00 per instance invoice reduction for each late delivery that is 3 or more business days late.</p> <p>4.3.3. \$25.00 per instance invoice reduction for each delivery up to 2 business days late. \$100.00 per instance invoice reduction for each late delivery that is 3 or more business days late.</p> <p>4.3.4. \$25.00 per instance invoice reduction for each delivery up to 2 business days late. \$100.00 per instance invoice reduction for each late delivery that is 3 or more business days late.</p> <p>4.3.5. \$25.00 per instance invoice reduction for each delivery to Contractor up to 2 business days late. \$50.00 per instance invoice reduction for each late delivery to Contractor that is 3 or more business days late. \$100.00 per instance invoice reduction for each failure to deliver to Contractor.</p>

\*Financial Consequences will not be assessed for instances where a previous proceeding running longer than anticipated, causing the late arrival or for instances excused by the Circuit or presiding judge for good cause shown.

#### **F. Inspection and Acceptance**

The inspection of the Contractor's performance of any Deliverable will be conducted on an "exceptions" basis. Unless a complaint is filed by or on behalf of the presiding judge in the case or one of the parties to the case, it will be presumed that the Contractor is performing according to the terms of this Contract and the Florida Rules, that the minimum performance levels have been met and the delivered services will be accepted on the condition that acceptance may be revoked if a complaint is filed at a later date.

#### **G. Performance**

The Contractor will provide or serve as an approved court reporter who will:

1. Deliver the services required under this Contract at the direction of the Chief Judge of the Circuit.
2. Provide written or verbal notice of any conflicts of interest that arise before or during the performance of the services and immediately withdraw from the case and advise the Chief Judge or his or her designee. Such conflicts include, but are not limited to:
  - 2.1 Involvement in a situation in which regard for a private interest of the Contractor tends to lead to disregard of the Contractor's duties to the Circuit;
  - 2.2 Employment or involvement in a business relationship or involvement in any other relationship by the Contractor or the Contractor's family with any government entity or party appearing before a court of the Sixth Judicial Circuit; or
  - 2.3 Involvement in any other situation that may be a conflict of interest or a violation of the Rules.
  - 2.4 Service or employment as a public officer, employee of state agencies, or local government attorney, any conduct prohibited by § 112.313, Florida Statutes.
3. Adhere to standards and procedures for registration and certification as may be established by the Florida Supreme Court, Florida Statutes, Florida Rules of Court, Circuit's Administrative Orders, and any other applicable or subsequent administrative orders and relevant law.
4. Comply with any certification or registration requirement, or other qualifications, established by the

Florida Supreme Court, Florida Statutes, and Circuit's Administrative Orders, and provide proof of qualifications upon request. The Court will not pay for any expenses incurred by the Contractor or its employees, agents, or subcontractors to comply with certification or registration requirements, or other qualification requirements.

- 4.1 Each individual court reporter must have at least three years of experience as a stenographic court reporter, have current certification as a Registered Professional Reporter or other higher-level certification from the National Court Reporter's Association (NCRA), or otherwise meets standards set by the AOC to provide court reporting or transcription services in the Sixth Judicial Circuit.
- 4.2 Individual court reporters must be proficient in the English language, legal terminology, transcript preparation, and professional responsibility.
- 4.3 Individual court reporters must be able to produce verbatim transcripts with an error margin of no more than two percent.
- 4.4 If adopted by the Florida Supreme Court, the Court Reporting Firm must ensure that all court reporters 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.
5. Maintain certification in accordance with any certification or registration requirement, or other qualifications.
6. Immediately notify the Circuit in the event the Contractor is:
  - 6.1 Aware any required certification, registration, or qualification has lapsed, been suspended, or revoked for any reason;
  - 6.2 Named the subject of any grievance, complaint, investigation, sanctions, non-confidential consent agreement, or other issue arising with professional license or membership;
  - 6.3 Named as the respondent of any grievance or formal complaint filed by any other licensing authority; when entering any non-confidential consent agreement with any licensing authority; Served with any complaint, accepts sanctions, or has sanctions imposed filed by any licensing authority;
  - 6.4 Arrested, convicted, has adjudication withheld, or pleads "no contest" for any offense other than a civil traffic infraction in any jurisdiction;
  - 6.5 Named as the respondent in any injunction involving personal protection including dating violence, domestic violence, repeat violence, sexual violence, and stalking in any jurisdiction;
  - 6.6 Named as a parent or guardian in any action in dependency court in any jurisdiction;
  - 6.7 Named as a party in any action within the Sixth Judicial Circuit; or
  - 6.8 When the Contractor is involved in any conduct that disqualifies a person from selection for service as a Court Reporter under this Contract, or conduct that might reasonably be construed as a violation or the appearance of a violation of the relevant Rules.
7. 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.

#### **H. Scope of Services**

The Contractor will furnish court reporting services to the Court on an as needed basis to report proceedings at the Robert D. Sumner Judicial Center, West Pasco Judicial Center, and Pinellas County Justice Center. All services must be performed in accordance with the Florida Rules of General Practice and Judicial Administration, the Florida Rules of Appellate Procedure, Administrative Order Nos. PA/PI-CIR-02-45 and 2023-020 PA/PI-CIR, any subsequent administrative order or law, and any guidance provided by the Administrative Office of the Courts (AOC).

**These reporting services include but are not limited to:**

First-degree and second-degree felony trials; first-degree murder proceedings and trials; Jimmy Ryce trials; and Termination of Parental Rights trials.

Pasco County typically has trials in Dade City and New Port Richey every other week, beginning on Mondays and continuing through to the conclusion of those proceedings, and at least one contract stenographic court reporter is needed in Dade City and at least one contract stenographic court reporter is needed in New Port Richey every other week.

Pinellas County Justice Center typically has trials every week, beginning on Tuesdays and continuing through to the conclusion, and at least one contract stenographic court reporter is needed.

Proceedings and trials may continue past 5:00 PM, on weekends and on court holidays.

The Electronic Court Reporting Manager will advise the contract stenographic court reporter what time to appear for court in Pasco County. The Stenographic Court Reporting Manager will advise the contract stenographic court reporter what time to appear for court in Pinellas County.

The respective managers will advise the contract stenographic court reporter of the need for services on the Friday of the week preceding the assignment(s). There may occasionally be a request for services on short notice and the contract stenographic court reporter will be requested to provide a contract stenographic court reporter if one is available.

Any contract stenographic court reporter who reports testimony during the course of a jury trial must be readily available during jury deliberations and prepared to read back testimony upon request.

Except to provide continuing hearing coverage, the court reporter will typically be released from appearing for the afternoon session. 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 session prior to its scheduled commencement. The court reporter will be available, if necessary, to continue reporting hearings that carry over from the morning to the afternoon session and carry over from one day to the next.

## **I. Background Checks**

Before an individual court reporter 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. At least every two years after the initial criminal history law enforcement records check is performed, the court reporter must have a new criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency.

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

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

2. On entry of this Contract, the President or other officer of the Contractor's company must submit an affidavit attesting that each of the company's individual court reporters 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.
3. The Contractor has a continuing obligation to ensure that a criminal history law enforcement records check is performed on a court reporter whom the Contractor/Contractor's company 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.

4. For any individual who does not pass the law enforcement records check, the Contractor 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.
5. The Contractor must notify the Court's Director of Administrative Services in writing when any records check, background investigation, or other information indicates any criminal activity by one of the firm's principals, a court reporter. For each of its individual principals, court reporters, the Contractor 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.

## **PART II. COMPENSATION:**

### **The Parties Agree:**

#### **A. Documentation of Services**

1. The Contractor will deliver the goods and services in accordance with Part I of the Contract.
2. The Contractor will not be compensated for travel outside of their home county.
3. In accordance with section 215.422(1), Florida Statutes, unless specified otherwise in the Scope of Work, the Circuit will have five (5) business days to inspect the goods or evaluate the services provided to ensure they meet the terms and conditions of the Contract, including compliance with the minimum performance standards established for each good or service.
4. The Circuit may accept, reject or conditionally accept a good or service. A decision to reject or conditionally accept will be provided to the Contractor in writing at the end of the inspection period. The rejection of any good or service will contain a detail of the deficiencies that prevent acceptance and the time allowed for cure and resubmission, if practicable. If it is determined that conditionally accepting a good or service that does not meet the terms and conditions of the Contract, including failure to meet the minimum performance standards, is in the best interest of the Circuit, the price for the good or service will be adjusted according to the financial consequences specified for the good or service. **The Circuit cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.**

#### **B. Contract Payment**

1. That all payments will be made in accordance with the provisions of section 215.422, Florida Statutes. If payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the Circuit, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.
2. The Contractor will receive payments directly from the Treasury of the State of Florida by direct deposit (EFT) to the Contractor's bank account. Information regarding your financial institution and bank account necessary for EFT payments is provided directly to the Treasury staff at the Florida Department of Financial Services. EFT forms are available online at [www.myfloridacfo.com/division/aa/vendors/](http://www.myfloridacfo.com/division/aa/vendors/), by emailing [DirectDeposit@MyFloridaCFO.com](mailto:DirectDeposit@MyFloridaCFO.com) or calling (850) 413-5517. **NO ONE FROM THE CIRCUIT WILL EVER ASK FOR BANKING AND FINANCIAL INSTITUTION INFORMATION AND CONTRACTORS SHOULD NEVER PROVIDE THIS INFORMATION TO ANYONE OTHER THAN THE TREASURY STAFF AT THE DEPARTMENT OF FINANCIAL SERVICES.**

#### **C. Invoice**

1. The Contractor will submit invoices using the template provided by the Circuit. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
2. Invoices must be submitted within thirty (30) days after the end of the month in which services are performed. Failure to timely submit requests for payment may result in denial of payment. This Contract may be canceled if the Contractor seeks or receives money from the parties in addition to

that authorized by the Court.

3. Invoices must be submitted with the following:

3.1 Documentation with sufficient detail for a proper pre-audit or post-audit to support for the expenses invoiced. Documentation may include timesheets, invoices/receipts, task assignment documents, lists of services and dates they were provided, sign-in sheets, attendance logs, and copies of any files and records necessary to validate the expense.

3.2 A properly completed State Courts System Voucher for the Reimbursement of Travel Expenses form(s), together with appropriate supporting documentation reflecting all reimbursable travel completed in the prior month, if reimbursement of certain travel expenditures is provided for by the Rates Schedule (Attachment A). If travel reimbursement is provided for, the traveler will be considered an "authorized person" as defined in section 112.061(2)(e), Florida Statutes. The rates and conditions of reimbursement will be the same as those established for employees of the State of Florida, as specified in section 112.061, Florida Statutes, or at such lower rates specified in the Rates Schedule.

4. Invoices must be submitted to the following appropriate location: For services performed in Pinellas County, the Contractor must submit invoices to the Administrative Office of the Courts, Court Reporting Department, Pinellas County Justice Center, 14250 49th Street North, Suite H-2000, Clearwater, Florida 33762. For services performed in West Pasco County, the Court Reporting Firm must submit invoices to the Administrative Office of the Courts, Court Reporting Department, West Pasco Judicial Center, 7530 Little Road, Suite 201, New Port Richey, Florida 34654. For services performed in East Pasco County, the Court Reporting Firm must submit invoices to the Administrative Office of the Courts, Court Reporting Department, Robert D. Sumner Judicial Center, Suite 124, 38053 Live Oak Avenue, Dade City, Florida 33523.
5. If a minimum standard was not met for any good or service, the Circuit's Contract Manager will note the deficiency and adjust the invoice according to the financial consequence specified for the good or service. The Circuit cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.

**D. Final Invoice Process**

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

**E. Payment Inquiries and Vendor Ombudsman**

1. That issues regarding the inspection, acceptance and payment for goods and services provided under this Contract will be handled by the Circuit's Fiscal Office at 727-464-6455.
2. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s), may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

**F. Return of Funds**

The Contractor will return to the Circuit any overpayments or unearned payment made to the Contractor by the Circuit in error. Should repayment not be made within forty-five (45) calendar days of the notification by the Circuit or discovery by the Contractor, the Contractor will be charged interest at the lawful rate on the outstanding balance.

**G. Attorneys' Fees**

That in the event litigation relating to this Contract is filed by either party, each will bear its own fees and

costs, including attorneys' fees, resulting from litigation.

#### **H. Professional Fees**

That the Circuit will not reimburse continuing education, education, professional development, renewal, or registration fees.

### **PART III. GENERAL TERMS AND CONDITIONS**

#### **The Contractor Agrees:**

#### **A. Records and Retention**

1. To establish and maintain books, records, and documents (including electronic storage media) as required by Rule 2.430(e), Florida Rules of General Practice and Judicial Administration, sufficient to document all work provided to the Circuit under this Contract.
2. To retain, at no additional cost to the Circuit, records and supporting documents pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract, the records may be destroyed with the prior written approval of the Circuit's Contract Manager.
3. Upon demand and at no additional cost to the Circuit the Contractor will facilitate the duplication and transfer of any records or documents in an electronic format during the required retention period. If hard copies are required, the Circuit will pay 15¢ for each one-sided copy up to 14 inches by 8 ½ inches and 20¢ for each two-sided copy.

#### **B. Audits, Inspections, Investigations, and Monitoring**

1. To assure that records pertinent to this Contract are available at all reasonable times for inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Circuit or the State Courts System.
2. To permit persons duly authorized by the Circuit or the State Courts System to interview any clients or employees of the Contractor to assure the Circuit or the State Courts System of the satisfactory performance of the terms and conditions of this Contract.
3. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
4. To include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

#### **C. Public Records Access**

To provide access to public records made or received in accordance with this Contract as required by Article I, section 24 of the Florida Constitution and Rule 2.420, Florida Rules of General Practice and Judicial Administration. Further, the Contractor will maintain the confidentiality of any records that are exempt from disclosure pursuant to Rule 2.420, Florida Rules of General Practice and Judicial Administration. Violation of this section constitutes grounds for the Circuit to immediately terminate the Contract.

#### **D. Indemnification and Liability**

1. To be liable for and indemnify, defend, and hold harmless the Circuit and the State Courts System and all of its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of, in whole or in part, any act, actions, neglect, or omissions by the Contractor, its officers, agents, employee, or subcontractors, including claims

made by the Internal Revenue Service, the United States Department of Labor or any person providing services under this Contract arising out of any misrepresentation by the Contractor as to the Contractor's status as an independent contractor during the performance or operation of this Contract.

2. That its inability to evaluate its liability or its evaluation of liability will not excuse the Contractor's duty to defend and to indemnify within seven (7) calendar days after notice by the Circuit by certified mail, return receipt requested, or by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable will excuse performance of this provision. The Contractor will pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Circuit. The Circuit's failure to notify the Contractor of a claim will not release the Contractor from these duties.
3. For all claims by the Circuit against the Contractor, the Contractor's liability for direct damages will be the greater of \$100,000 or the annual amount of fees charged under this Contract. This limitation of liability will not apply to claims arising under the indemnification paragraph above.
4. No party will be liable to the other for lost profits, lost revenues, or lost institutional operating savings.

#### **E. Insurance**

1. The Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: where required by law, workers' compensation and employer's liability insurance per Florida statutory limits covering all employees engaged in any Contract work; commercial liability coverage (including as appropriate professional liability coverage) on an occurrence basis in the minimum amount of \$100,000 (defense cost shall be in excess of the limit of liability), naming the Circuit and the State Courts System as an additional insured. Prior to the Contractor engaging in any travel under this Contract, proof of commercial automobile liability insurance coverage, covering all vehicles owned by the business or otherwise used in the Contract work provided under this Contract, with minimum combined limits of \$100,000, including hired and non-owned vehicles, and \$10,000 per person medical coverage must be provided.
2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

#### **F. Safeguarding Confidential Information**

1. To comply with all applicable state and federal laws, regulations, and security controls related to access and use of confidential information regarding a Court case regardless of where the information is maintained. The Contractor will:
  - 1.1. Restrict access to confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any issues or questions must be directed to the Circuit's Contract Manager.
  - 1.2. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.
2. Prior to performing any work under this contract, a Level 2 Screening Standards criminal history records check (meeting the specifications of section 435.04, Florida Statutes), and completion of CJIS Online Training are required for any Contractor, subcontractor, their employees or agents or any other person who performs work under this Contract or its subcontracts who may directly access any Criminal Justice Information Service (CJIS) System or the secured areas which house CJIS access terminals or store hard copies of CJIS data printed from CJIS, including, but not limited



to biometric data (fingerprints, DNA), identity history, biographic information, property information, or case/incident history data. This standard does not apply to CJI presented in a courtroom during a court proceeding

#### **G. Confidentiality Breach Reporting and Notification Responsibility**

That the Contractor is subject to the provisions of section 501.171, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely.

#### **H. Copyrights and Rights to Products**

That the Circuit retains exclusive ownership rights to all documents and audio/video recordings produced under this Contract.

#### **I. Publicity**

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

#### **J. Lobbying**

To comply with all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

#### **K. Independent Capacity of the Contractor**

The Contractor agrees and certifies that the Contractor:

1. Is engaged as an independent contractor of the Circuit and will not be considered an employee or agent of the Circuit, the State Courts System, or the State of Florida.
2. Will act in the capacity of an independent contractor and not as an officer or employee of the Circuit. Neither the Contractor nor its agents, employees, subcontractors, or assignees will represent to others that it has the authority to bind the Circuit to any contract unless specifically authorized in writing to do so by the Circuit.
3. Will provide the Circuit's Contract Manager with the names and contact information for all of its agents, employees, subcontractors, or assignees who have been employees of the State of Florida, or who have received W-2 reportable wages from the State of Florida, for a period of at least twelve (12) calendar months immediately preceding the execution date of this Contract. The Contractor will notify the Circuit's Contract Manager within twenty-four (24) hours if any principal, agent, employee, subcontractor, or assignee accepts employment with any governmental entity of the State of Florida during the term of this Contract.
4. Is a bona fide business entity, registered as required by section III.L. of this Contract, offering the same services to public or private entities other than the State of Florida.
5. Will, if it uses employees or subcontractors it deems appropriate, the Contractor will be liable for all actions of its agents, employees, partners, contractors, or subcontractors, if the Contractor chooses to utilize them in performance of the Contractor's duties under this Contract. The Circuit is not responsible or liable for any pay or expenses of such agents, employees, partners, contractors, or subcontractors.
6. Understands that this Contract does not create any right to benefits associated with state employment as a result of performing the duties or obligations of this Contract, including, but not limited to: workers' compensation, retirement, health care, overtime pay, annual or sick leave, or any insurance benefits.

7. Will make all deductions for social security, withholding taxes, income taxes, garnishment or other court ordered reductions in pay, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Contractor.
8. Understands that the Circuit is prohibited from and will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, or transportation) to the Contractor, its employees, or its subcontractors to perform the services required under this Contract.
9. Understands that nothing in this Contract precludes the Contractor from contracting with or working for other clients during the term of this Contract. Provided however, that the Contractor will not accept or perform work that would conflict with the Contractor's obligations under this Contract.

#### **L. Vendor Registration**

1. That the Contractor must complete the following registrations prior to being eligible for payment under the terms and conditions of this Contract:
  - 1.1. Florida Department of State, Division of Corporations: If the Contractor is doing business in any other capacity than a "sole proprietor," the Contractor must comply with the registration requirements of Title XXXVI, Florida Statutes, entitled the "Florida Business Corporations Act" and section 865.09, Florida Statutes, entitled the "Fictitious Names Act." The registered name must be an exact match to the Contractor's name as it appears on the Contract.  
<http://dos.myflorida.com/sunbiz/>
  - 1.2. Florida Department of Financial Services (DFS): All contractors must submit an IRS Form W9 or Substitute W9 using the name exactly as it appears on the Contract.  
<https://flvendor.myfloridacfo.com/>
  - 1.3. Department of Management Services (DMS), Vendor Portal: Complete a registration on the "MyFloridaMarketplace" system as a vendor. <https://vendor.myfloridamarketplace.com/>
2. That the Contractor is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues with payment processing. Failure to maintain any of these registrations will result in the Contractor's Vendor Status becoming "inactive." The Circuit and the State Courts System will not be able to process payments to the Contractor until the status becomes active again. The Circuit will not be liable for any interest or other consequences for payments not made due to an "inactive" vendor status.

#### **M. E-Verify**

1. The Contractor will be in full compliance with sections 448.09 and 448.095, Florida Statutes, regarding the use of the Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R s. 274a.
2. Prior to the execution of this Contract, the Contractor will provide proof of E-Verify registration or a completed State Courts System E-Verify Registration Waiver Affidavit included as Attachment F to this Contract. The Contractor shall provide a completed State Courts System Subcontractor's E-Verify Registration Waiver Affidavit or E-Verify Registration Waiver Affidavit and proof of registration for each subcontractor performing work under this Contract, if applicable.
3. The Contractor shall also include the requirement to comply with these statutes in all subcontracts for work to be performed under this Contract.
4. Contractors are cautioned that violation of the provisions in these paragraphs by the Contractor or subcontractor may result in fines, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, placement on the State of Florida Suspended Vendors list and immediate termination of the Contract by the Circuit pursuant to section 448.095(5)(c), Florida Statutes.

5. Pursuant to section 448.095(5)(c)3, Florida Statutes, the Contractor is liable for any additional costs incurred by the Circuit as a result of the termination of this Contract for a violation of the provisions contained in these paragraphs.

**N. Non-discrimination Requirements**

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all subcontractors, or others with whom it arranges to provide services under this Contract will comply with these requirements.

**O. Employment of Illegal Aliens**

Unauthorized aliens will not be employed or utilized by the Contractor in the performance of this Contract. The Circuit will consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a). Such violation will be cause for unilateral cancellation of this Contract by the Circuit.

**P. Contracting with Entities of a Foreign Country of Concern**

Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. The Contractor will complete and submit the Contractor's Countries of Concern Affidavit included as Attachment F to this Contract, signed by an officer or authorized representative of the Contractor under penalty of perjury that their company is not an entity OSCA is prohibited from contracting with pursuant to Section 287.138, Florida Statutes. Contractor is aware that, in addition to the criminal penalties for perjury; civil penalties equal to twice the amount of this Contract being assessed; the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years; and placement on the State of Florida Suspended Vendors list may be imposed upon any contractor falsifying the affidavit or violating the above referenced statute.

**Q. Criminal History Records Checks**

1. That the Circuit requires criminal history records checks on any Contractor's staff, employees or subcontractor staff that have access to confidential information resources or facilities, unless formally waived in writing by the Circuit. The cost of performing the criminal history records checks is paid by the Contractor.
2. The criminal history records check must be completed by the beginning of the Contract. If the Contractor adds employees during the term of the Contract, the names of those staff, employees or subcontractor staff must be provided to the Circuit's Contract Manager at [SixthCircuitContracts@jud6.org](mailto:SixthCircuitContracts@jud6.org) within thirty (30) days. The Contractor will resubmit updated criminal history records checks every five (5) years from the prior criminal history records check as long as the Contract is in force.
3. All criminal history records checks for employees that reveal evidence of a crime and that the Contractor intends to retain must be provided to the Circuit's Contract Manager for review. If the crimes are unacceptable, as determined by the Circuit, the Contractor agrees to remove the employee from the work being performed under this Contract and terminate the employee's access to confidential information resources.

**R. Corrective Action Plan**

1. That should the Circuit identify any deficiency based on Contract requirements, which the Circuit, in its sole discretion, deems to be of significant magnitude, the Circuit may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor will submit a formal written CAP within ten (10) business

days of the date of the letter from the Circuit requiring submission of a CAP. The CAP will be sent to the Circuit's Contract Manager for review and approval determination.

3. That the Circuit will notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Circuit will provide a written statement identifying in reasonable detail, why the Circuit believes the CAP will not result in correction of the cited deficiencies. The Contractor will have twenty (20) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor will have, at the discretion of the Circuit, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Circuit does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as reasonably determined by the Circuit's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the process set forth in section IV.G.3. The Circuit reserves the right to exercise other remedies as permitted by law.

#### **S. Cooperative Purchasing**

That other entities of the Judicial Branch, other State agencies, county governments, city governments and political sub-divisions may be allowed to procure goods or services from this Contract at the terms and conditions noted herein, subject to the agreement of the Contractor. Such contracts will be considered independent contracts between the entity and the Contractor. The Circuit, the State Court System and the Office of the State Court Administrator will not be a party to such contract unless such entity agrees to be part of the contract.

### **PART IV. THE CONTRACT DOCUMENT**

#### **The Parties Agree:**

##### **A. Effective and Ending Dates**

This Contract will begin on **DATE**, or when it has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Time, on **DATE**, unless terminated earlier according to the provisions of IV.G.3.

##### **B. Availability of State Funds**

The State of Florida's performance and obligation to pay under this Contract is contingent upon the funds appropriated annually by the Legislature and allocation by the Chief Justice.

##### **C. Governing Law**

This Contract is executed and entered into in the State of Florida, and will be construed, performed and enforced in all respects in accordance with Florida law. Venue will be Pinellas County, Florida.

##### **D. Contract Amount**

This is a "no-ceiling rate agreement." The value of this Contract is the amount earned by the Contractor through the completion of accepted assignments.

##### **E. Renewal**

That upon mutual written agreement, the Circuit and the Contractor may renew the Contract for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal is contingent upon satisfactory performance evaluations.

**F. Suspension of Work**

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

**G. Termination**

That the Contract may be terminated:

1. By either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a longer or shorter time is mutually agreed upon in writing.
2. Due to a lack of funding, upon no less than twenty-four (24) hours' notice in writing to the Contractor. The Circuit will be the final authority as to the availability and adequacy of funds.
3. For the Contractor's material breach by providing three (3) calendar days' notice in writing. The provisions herein do not limit the Circuit's right to remedies at law or in equity.
4. Immediately by the Circuit for the Contractor's breach of sections III.C. or III.M. of this Contract.

**H. Renegotiations or Modifications**

1. That modifications of provisions of this Contract will be valid only when they have been reduced to writing and duly signed by both parties.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level changes and changes in the rate of payment when these have been established through the administrative order, statute changes or the annual appropriations process and subsequently identified in the Circuit's operating budget.
3. That the parties agree to renegotiate this Contract if revisions of any applicable law, rule, regulation, or court order make changes in this Contract necessary. The Contractor agrees to be bound by such changes from the effective date of the change.

**I. Assignments and Subcontracts**

1. The Contractor may not assign the responsibility for this Contract to another party without prior written approval of the Circuit's Contract Manager which will not be unreasonably withheld.
2. The Contractor will be responsible for all work performed and for all deliverables produced under this Contract whether actually furnished by the Contractor. Any subcontracts must be evidenced by a written document and approved in writing by the Circuit.
3. That the Circuit will at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental entity in the State of Florida, upon giving prior written notice to the Contractor.

**J. Execution in Counterparts**

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

**K. Severability**

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

**L. Notice**

That any notice of corrective action or termination required under this Contract will be in writing and sent by U.S. Postal Service or any reputable expedited delivery service that provides verification of delivery or by hand delivery. Said notice will be sent by the Circuit to the representative of the Contractor responsible for administration of the program, at the designated address indicated in section IV.M.1. and by the Contractor, to the Circuit's Contract Manager indicated in section IV.M.3.

**M. Names, Addresses, Telephone Numbers, and Email addresses for the Official Representatives of the Parties:**

1. The official Contractor name as it appears on the State of Florida's Vendor Records, the official payee to whom the payment is made is:

NAME  
ADDRESS  
ADDRESS  
PHONE  
EMAIL

2. The name, address, telephone number and email address of the Contractor's official representative for this Contract is:

NAME  
ADDRESS  
ADDRESS  
PHONE  
EMAIL

3. The name, address, telephone number and email address of the official representative for the Circuit for this Contract is:

Jennifer Parker, Trial Courts Administrator  
14250 49th Street North, Suite J4.401  
Clearwater, FL 33762  
Telephone: (727) 582-7477  
SixthCircuitContracts@jud6.org

4. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice will be provided in writing to the other party.

**N. Contract Document**

This Contract and its attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written between the parties for the goods and services provided herein. In the event any term of this Contract is in conflict with any attachment, the order of precedence will be the Contract first and then the attachments to this Contract, which are incorporated by reference, as indicated with a checked box ☒, in the order shown below:

	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Rates Schedule
<input checked="" type="checkbox"/>	Attachment B	Uniform Invoice Template
<input checked="" type="checkbox"/>	Attachment C	Contractor's Certifications Form
<input type="checkbox"/>	Attachment D	Contractor's Staffing Roster (if applicable)

Contract Number \_\_\_\_\_

<input checked="" type="checkbox"/>	Attachment E	Contractor's Foreign Countries of Concern Affidavit
<input checked="" type="checkbox"/>	Attachment F	E-Verify Proof of Registration or Registration Waiver Affidavit (Contractor)
<input type="checkbox"/>	Attachment G	E-Verify Proof of Registration or Registration Waiver Affidavit (Subcontractor, if applicable)

**By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described above.**

**IN WITNESS THEREOF**, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

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

\_\_\_\_\_  
**Jennifer Parker, Trial Courts Administrator**

14250 49th Street North, Suite J4.401

Telephone: (727) 582-7477

Email: SixthCircuitContracts@jud6.org

\_\_\_\_\_  
Date

**NAME**

\_\_\_\_\_  
**X**

Address

City, FL ZIP

Telephone:

Cell:

Fax:

Email:

Social Security Number **OR** Employer Identification Number: \_\_\_\_\_

\_\_\_\_\_  
Date

**OFFICE OF COURT COUNSEL - REVIEWED FOR LEGAL SUFFICIENCY**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Date

**ATTACHMENT A  
RATES SCHEDULE**

This rate schedule is effective July 1, 2023 through June 30, 2025.

<b>Deliverable</b>	<b>Item Description</b>	<b>Rate</b>	<b>Unit of Measure</b>
<b>D-1</b>	Appearance fees for stenographic court reporters in circuit court	\$	first hour or fraction thereof
		\$	each additional one-quarter hour
		\$	minimum rate per half day, if any
	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)	\$	first hour or fraction thereof
<b>D-2</b>	Appearance fees for Real-time Reporting	\$	first hour or fraction thereof
		\$	each additional one-quarter hour
		\$	each additional one-quarter hour after 5:00 p.m.
<b>D-3</b>	Transcript fees	\$ per page	appellate transcript
		\$ per page	1 business day delivery
		\$ per page	2 business day delivery
		\$ per page	3 business day delivery
		\$ per page	10 business day delivery
		\$ per page	11-30 business day delivery

**The Contractor will not be compensated for travel under this Contract.**

**Upon the non-appearance of a party or cancellation with less than 48 hours of notice, the court may award the Contractor a \$50.00 fee for time expended in waiting for the party or parties to appear. If a party does not appear or if the hearing or trial is canceled, as compensation for his or her time spent waiting for the hearing or trial to begin the Contractor may bill the hourly rate.**



Invoice # \_\_\_\_\_

FLAIR # \_\_\_\_\_

Month/Year: \_\_\_\_\_ Contract #: \_\_\_\_\_  
Circuit: \_\_\_\_\_ (Contract Expires: \_\_\_\_\_)  
County: \_\_\_\_\_

Service Date	Service Type	Start & End Time	Total Hours / Sessions Billed	Rate (\$/hr) / Flat Fee Session Fee	Total
					-
					-
					-
					-
					-
					-
					-
					-
Part I Total					\$ -

Date Ordered	Service Type	Number of Pages	Rate (\$/page)	Total
				-
				-
				-
				-
Part II Total				\$ -

\_\_\_\_ Summary of Contractual Services Agreement Attached (Mandatory\*)  
Travel Voucher Attached (If Applicable)

Contractor/Vendor	Date
-------------------	------

Pursuant to S. 939.06, F.S., I certify these costs are just, CORRECT, AND REASONABLE AND CONTAINS NO UNNECESSARY OR ILLEGAL ITEM.

TRIAL COURT ADMINISTRATOR    DATE

Pay Amount:	
\$	-

**ATTACHMENT C  
CONTRACTOR'S CERTIFICATION FORM**

I, \_\_\_\_\_, a sole proprietor or an authorized representative of my company/organization, hereby certify the following is true:

1. That the same services being provided to the Sixth Judicial Circuit under this contract are provided to other clients under a contract or individual transaction basis.
2. That no principal of my company/organization is now or has been an employee of any governmental branch of the State of Florida for at least twelve (12) consecutive months prior to the execution of this contract.
3. If I am not a sole proprietor using my own legal name on this contract, that I have registered my fictitious name or have registered my company/organization to conduct business within the State of Florida, as required by the Florida Statutes, with the Florida Department of State, Division of licensing.
4. That I have filed and received an acknowledgement of acceptance of a W9 or Substitute W9 in the exact name as it appears on this contract with the Florida Department of Financial Services (DFS). *(A copy of the acknowledgment must be submitted prior to final execution of this contract)*
5. That I have received an acknowledgment of successful registration with the MyFlorida Marketplace/FLAIR systems as a vendor for the State of Florida using the exact name as it appears on this contract. *(A copy of the letter providing your vendor ID Number to you by the MFMP System must be submitted prior to final execution of this contract)*

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Contract Number** \_\_\_\_\_

**ATTACHMENT D**  
**CONTRACTOR STAFFING ROSTER**

[illegible]

**ATTACHMENT E  
CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT**

I, \_\_\_\_\_, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

Business or Business Entity Legal Name: \_\_\_\_\_

Business or Business Entity Legal Address: \_\_\_\_\_

Business or Business Entity Taxpayer Identification Number: \_\_\_\_\_

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138(1)(a), Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138(2)(b), Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of section 287.138, Florida Statutes, may result in civil penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or Affirmed) and Subscribed Before Me By  
Means of ☐ Physical Presence or ☐ Online Notarization  
this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,  
by \_\_\_\_\_, Who  
☐ Is Personally Known to Me or ☐ Produced Identification.  
Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes  
Foreign Countries of Concern Affidavit, v0.01  
rev 8/1/2023

**ATTACHMENT F  
E-VERIFY REGISTRATION WAIVER AFFIDAVIT**

I, \_\_\_\_\_, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(5)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name: \_\_\_\_\_

Business or Business Entity Legal Address: \_\_\_\_\_

Business or Business Entity Taxpayer Identification Number: \_\_\_\_\_

I hereby certify that my business:

☐ Is not engaged as an “employer” who hires individuals as an “employee” to perform labor or services in exchange for a salary, wages or other remuneration requiring the completion and submission of the U.S. Citizenship and Immigration Services Form I-9, “Employment Eligibility Verification”, does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages and submit them to the Internal Revenue Service, has no power to dictate or control an individual’s work duties and obligations, and does not supervise employees of subcontractors.

☐ Is located outside the United States, does not have any physical locations within the United States, and is not considered an “employer”, as described in the paragraph above.

For the reasons stated above, my business or business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this affidavit, I agree not to hire employees who are not authorized to be employed in the United States as defined under 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of the employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or Affirmed) and Subscribed Before Me By

Means of ☐ Physical Presence or ☐ Online Notarization

this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

by \_\_\_\_\_, Who

☐ Is Personally Known to Me or ☐ Produced Identification.

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes

\*NOTE: This affidavit is to be used for contractors, subcontractors, recipients and sub-recipients who are not eligible to register with and use the E-Verify System.

SCS-E-Verify Registration Waiver Affidavit v.7.0 rev 6/2023

**ATTACHMENT G**  
**SUBCONTRACTOR'S E-VERIFY REGISTRATION WAIVER AFFIDAVIT**

I, \_\_\_\_\_, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(5)(a), Florida Statutes, that every public employer, contractor, and subcontractor must be registered with and use the E-Verify System to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name: \_\_\_\_\_

Business or Business Entity Legal Address: \_\_\_\_\_

Business or Business Entity Taxpayer Identification Number: \_\_\_\_\_

I hereby certify that my business or business entity:

Is registered the United States Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired within three (3) business days after the employee begins working for pay, as required by 8 C.F.R s. 274a.

Does not hire and agrees not to hire employees who are not authorized to be employed in the United States as defined under 8 U.S.C. s. 1324a(h)(3).

By signing this affidavit, I agree to maintain an active E-Verify registration and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to comply with section 448.095, Florida Statutes, can result in fines of \$1,000 per day, prohibit my business from entering into any contracts with a government entity in the State of Florida for a period of 1-year, suspension or revocation of any business or professional license issued to my business by any agency of the State of Florida and the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Sworn to (or Affirmed) and Subscribed Before Me By  
Means of ☐ Physical Presence or ☐ Online Notarization  
this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,  
by \_\_\_\_\_, Who  
☐ Is Personally Known to Me or ☐ Produced Identification.  
Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes

\*NOTE: This affidavit is to be used for contractors, subcontractors, recipients and sub-recipients who are not eligible to register with and use the E-Verify System.  
SCS-E-Verify Registration Waiver Affidavit v.7.0 rev 6/2023