



**REQUEST FOR PROPOSALS
COURT REPORTING SERVICES**

**SIXTH JUDICIAL CIRCUIT
PINELLAS AND PASCO COUNTIES**

RFP #07-11-2018

Issued: July 11, 2018

**Response to Request for Proposals Submission Deadline:
NO LATER THAN August 8, 2018 at 5:00 pm
Late proposals will not be considered.**

I. DEFINITIONS

“AOC” means the Administrative Office of the Courts.

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

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

“Court reporter” as used in this RFP means an individual 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 shall 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 which 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 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 within Pinellas County.

“Transcriptionist” as used in this RFP means an individual transcription contractor or other individual who has at least three years of experience typing court transcripts, be currently certified by the American Association for Electronic Reporters and Transcribers (AAERT) as a Certified Electronic Transcriber (CET) or Certified Electronic Transcriber Digital (CETD), or be currently certified by the Transcriber Training Academy (TTA) as a Certified Digital Transcriber (CDT), or who otherwise meets standards set by the AOC to provide transcription services in the Sixth Judicial Circuit.

II. REFERENCES

Florida Rules of Judicial Administration Rule 2.560 is available on The Florida Bar website www.floridabar.org, under “Rules.”

Administrative Order Nos. PA/PI-CIR-02-45 and 2017-022 PA/PI-CIR are available on the Court’s website at www.jud6.org/LegalCommunity/AdministrativeOrders.html, under 2017 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.

Florida's 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.

III. PURPOSE

The Sixth Judicial Circuit (Court) seeks sealed proposals from qualified firms to provide stenographic court reporting and/or transcription services as described in this Request for Proposals (RFP) for work in Pasco and Pinellas Counties. The Court is soliciting for firms to provide stenographic court reporting, digital transcription services, or a combination of both as needed for circuit court felony proceedings, Termination of Parental Rights proceedings pursuant to chapter 39, Florida Statutes, and Jimmy Ryce proceedings pursuant to section 394.910, Fla. Stat., and backup digital transcription services at the Robert D. Sumner Judicial Center; West Pasco Judicial Center; the Pasco County Jail in Land O'Lakes; and such other facilities within Pasco County as required by the Court. And at 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 within Pinellas County as required by the Court.

The Court reserves the right to contract with multiple bidders if it appears any one firm cannot meet all of the Court's needs, or if it otherwise appears to be in the best interest of the Court to contract with multiple providers. The Court reserves the right to accept or reject any and all proposals, in whole or in part, or to waive as informality any irregularity contained in a proposal, and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the Sixth Judicial Circuit and the State Courts System. For any agreement awarded using this RFP process, services will begin October 1, 2018, and continue through September 30, 2019, with the possibility of renewal for three one-year periods at the discretion of the Chief Judge.

IV. BACKGROUND

Florida Rule of Judicial Administration 2.535 requires the Chief Judge of the judicial circuit to develop a plan for the provision of court reporting services provided at public expense. The plan must ensure that such court reporting services are provided by approved court reporters or approved transcriptionists, and the records of court proceedings are properly taken and preserved and timely transcribed as needed. In 2017, the Court amended the Circuit's Court Reporting Plan in Administrative Order 2017-022.

In accordance with the Court Reporting Plan, the Court utilizes both stenographic and digital court reporting methods provided by court employees and equipment. The Court also uses contract stenographers and transcriptionists to meet its "overflow" needs. The Court's current contracts with firms for "overflow" stenographers and transcriptionists expires September 30, 2018. Therefore, the Court will need additional "overflow" stenographic court reporter services and transcription services for digital recordings for at least the twelve months of October 1, 2018, through September 30, 2019.

Because the Court expects the value of services for the period of October 1, 2018, through September 30, 2019, to exceed \$35,000, in accordance with the State Court System Purchasing Directives, the Court is using this formal solicitation process to select firms to provide all of the

expected needs. The Court does not expect to receive an increase in its budget allocation for court reporter costs during the contracted period. Therefore, the Court expects the contract rates to be the same or lower than the historical rates detailed below. To meet the court reporting needs for Pasco and Pinellas Counties, the Court has historically contracted with two court reporting firms to provide stenographers and transcriptionist services. Based on usage over the last year, the expected value of the contract(s) for Pasco County is approximately \$78,000 for stenographic and collateral transcription services, and \$22,000 for transcription of digital recordings supplied by the AOC. Based on usage over the last year, the expected value of the contract(s) for Pinellas County is approximately \$50,000 for stenographic and collateral transcription services, and \$120,000 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 and/or transcription 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 and/or transcriptionists 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, transcript preparation, and professional responsibility;
 - 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. Each individual transcriptionist employed by or under contract with the Proposer, must be a court transcriptionist who:
 - a. Is currently qualified in accordance with the term "transcriptionist" as it is defined in this RFP;
 - b. Has at least three years' experience reporting and transcribing court proceedings or other comparable experience;
 - c. Is proficient in the English language, legal terminology, transcript preparation, and professional responsibility;

- 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.
5. Upon an effective date required by the Florida Supreme Court, the selected Firm shall ensure that all individual court reporters and/or individual transcriptionists are certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters.
 6. The selected Firm's principals or officers and each individual court reporter and transcriptionist must complete and successfully pass a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency according to the standards described in this RFP.
 7. The selected Firm must agree to notify the AOC when any law enforcement records check or other background investigation indicates any history of criminal activity by a principal, an officer, individual court reporter, or transcriptionist. Additionally, the Firm must agree to a continual obligation to report an arrest or conviction of any one of its employees, subcontracted court reporters, or transcriptionists.
 8. The Proposer must currently employ, or demonstrate the ability to employ, at least one experienced real-time stenographic court reporter with related hardware and software.
 9. The Proposer must agree to enter into an agreement with the Court to provide the required services. A copy of draft agreements are included at the end of this RFP. By the terms of the agreement with the Court, among other requirements, the selected Firm will provide certified stenographic court reporters and transcriptionists in accordance with Florida Rule of Judicial Administration 2.535, Administrative Order 2017-022 PA/PI-CIR, any subsequent administrative order, and relevant law.
 10. All individual court reporters employed by the Proposer and performing services under this agreement must turn in all stenographic disks, CDs, audio recordings, and electronic recordings (the notes and recordings) to the Firm at least monthly. The Firm must ensure the safekeeping of the notes and recordings during the periods specified by the Florida Rules of Judicial Administration.
 11. For any transcription work not done by its stenographers, the Proposer's transcriptionist(s) must meet the following requirements:
 - a. At least three years of experience typing court transcripts, or be currently certified by the American Association for Electronic Reporters and Transcribers (AAERT) as a Certified Electronic Transcriber (CET) or Certified Electronic Transcriber Digital (CETD); and
 - b. Possess the ability to produce a verbatim transcript with no more than a two-percent error margin, and ability to deliver such transcripts consistently within the expedited or otherwise specified timeframe required by the Court.

12. All transcription must be performed in accordance with the Florida Rules of Appellate Procedure, the Florida Rules of Judicial Administration, Administrative Order 2017-022 PA/PI-CIR, any subsequent administrative order, relevant law, and any guidance provided by the AOC.
13. When providing stenographic court reporting services for the Court, the selected Firm will provide:
 - a. Real-time transcription services upon request of the Court. The Court will not be considered to have ordered a transcript when ordering real-time reporting;
 - b. Transcripts 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 Court;
 - c. When providing a transcript, the selected Firm 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 Firm's unedited ASCII diskette must be provided to the AOC or judge;
 - e. Written procedures for the control of and retention by the Proposer of the notes and recordings, and transcripts, as well as the careful maintenance of all other files and records;
 - 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.
14. When providing digital transcription services for the Court, the selected Firm will provide:
 - a. Transcripts which comply with administrative orders and the Florida Rules of Judicial Administration for all proceedings;
 - b. Transcripts of audio or electronically recorded proceedings will be emailed in Microsoft Word and Adobe PDF files to the AOC;
 - c. Written procedures for the control of and retention by the Proposer of the notes and recordings, and transcripts, as well as the careful maintenance of all other files and records; and
 - d. Timely distribution of requested transcripts.
15. Individual court reporters and transcriptionists will use his or her own or the Firm's steno-machines and other equipment necessary to provide the requested services. The Court will not provide equipment.
16. The selected Firm will not have any interest, including an employment or business

relationship or other interest in a court proceeding, which would conflict with the Firm's ability to perform any required duties for the Court.

VI. SCOPE OF SERVICES

The Court prefers to enter into **one** agreement per county with the firm which can provide both stenographic court reporting and digital transcription services. However, the Court may enter separate agreements for stenographic court reporting and digital transcription services with multiple firms in order to handle the needs of the Court at each location below. The successful Firm(s) will be expected to provide the services described below. A copy of draft agreements to provide these services are attached to this RFP. Firms interested in submitting a proposal in response to this RFP should review the draft agreements to ensure they are able to meet all contractual requirements. The successful Firm(s) will be required to post a performance bond, as detailed herein.

1. **Pinellas County Justice Center (CJC):** The services required for the CJC are typically as follows:
 - a. Circuit court felony proceedings, as needed;
 - b. Termination of Parental Rights proceedings pursuant to Ch. 39, Fla. Stat., as needed; and
 - c. Jimmy Ryce proceedings pursuant to section 394.910, Fla. Stat., as needed.

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

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

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

2. **Robert D. Sumner Judicial Center (Dade City):** The services required in Dade City are typically as follows:

- a. Circuit court felony proceedings, as needed;
- b. Termination of Parental Rights proceedings pursuant to Ch. 39, Fla. Stat., as needed; and
- c. Jimmy Ryce proceedings pursuant to section 394.910, Fla. Stat., as needed.

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

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

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

3. West Pasco Judicial Center (New Port Richey): The services required in New Port Richey are typically as follows:

- a. Circuit court felony proceedings, as needed;
- b. Termination of Parental Rights proceedings pursuant to Ch. 39, Fla. Stat., as needed; and
- c. Jimmy Ryce proceedings pursuant to section 394.910, Fla. Stat., as needed.

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

The Court Reporting Department will direct the court reporter to his or her specific section

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

VII. COURT AND VENDOR CONTRACTUAL RELATIONSHIP

The Court reserves the right to award one or more agreement(s) to provide the required services as deemed to be in the Court's best interest. Any Firm awarded an agreement, and its employees or subcontractors, will provide the services required herein strictly under a contractual relationship and will not be construed to be an employee, agent, or partner of, or in a joint venture with the Court or the State of Florida. As an independent contractor, the awarded Firm 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 Firm 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 Firm including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.

As an independent contractor, the awarded 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 Court. The Firm will set the hours of work for members of its work force in accordance with the Court's needs.

Prior to commencing work, the successful Proposer(s) will be required to sign a written agreement incorporating the specifications and terms of the RFP and the response thereto. **Any agreement(s) awarded as a result of the RFP will begin on or about October 1, 2018, for a period of twelve (12) months through September 30, 2019.** The agreement(s) may be renewed for an additional period of time up to 36 months, upon the written mutual consent of the Firm(s) and the Court. The renewal option will be exercised only if all original contract terms, conditions, and prices remain the same.

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

VIII. INSURANCE REQUIREMENTS

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

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 Court 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 Court. The certificate(s) of insurance must name the types of policies/coverage provided. If the initial insurance expires prior to the completion of this agreement, renewal certificates of insurance must be furnished to the Court 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 agreement with the Court.

IX. PERFORMANCE BOND

To ensure fulfillment of its agreement with the Court, the successful Proposer(s) will obtain a performance and labor and materials payment bond payable to the Sixth Judicial Circuit in the amount of \$20,000 for each court reporting an/or digital transcription services described in the Scope of Services bid. The Firm will be required to provide a performance bond of \$20,000. When submitting a proposal, the Proposer must include proof of its ability to obtain a performance bond in the required amount.

X. OTHER PROVISIONS

1. **Cost of Proposal Preparation** – All costs associated with the development and submission of a proposal, Firm question(s), transmittal letter, and delivery are the responsibility of the Firm. The Court will not be liable in any way for costs incurred in the preparation and delivery of responses to the RFP or for any expenses associated with subsequent discussions.
2. **Independent Price Determination** – A Firm must not collude, consult, communicate, or agree with any other Firm regarding this RFP on any matter relating to the Firm's 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. Firms 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. Firms 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 contract or agreement 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 contract or agreement 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 Firm must certify that he or she has read and understands the provisions of section 287.133, Fla. Stat., and that the Firm is not prohibited from submitting a proposal or from contracting with the Court 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 or agreement to provide any goods or services to a public entity; submit a bid on a contract or agreement 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 or agreement with any public entity; or transact business with any public entity. Accordingly, each Proposer must certify that he or she has read and understands the provisions of section 287.134, Fla. Stat., and that the Firm is not prohibited from submitting a proposal or from contracting with the Court to provide these services.

5. **Vendor's Representation and Authorization** – In submitting a proposal, each Firm understands, represents, and acknowledges the following (if the Firm cannot so certify to any of following, the Firm must submit with its proposal a written explanation of why it cannot do so):

- a. The 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 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 or agreement.
- c. To the best of the knowledge of the person signing the response, the Firm has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract or agreement.
- 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 Firm or potential 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 Firm has fully informed the Court 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 or agreement, and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract or agreement. This includes disclosure of the names of current employees who were convicted of crimes while in the employ of another company.

- g. Neither the 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 him or her, or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or in performing a federal, state, or local government transaction or public contract or agreement; 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 Firm will conform to the specifications in this RFP.
 - i. If an award is made to the Firm, the Firm agrees that it intends to be legally bound to the agreement which is formed with the Sixth Judicial Circuit.
 - j. The 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 he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the proposal.
 - k. The Firm must indemnify, defend, and hold harmless the Court and the State of Florida, and its officers, employees, and agents against any cost, damage, or expense which may be incurred or be caused by any error in the Firm's preparation of its proposal.
 - l. All information provided by, and representations made by, the Firm are material and important and will be relied upon by the Court in awarding the agreement. Any misstatement will be treated as fraudulent concealment from the Court of the true facts relating to submission of the proposal. A misrepresentation may be punishable under law, including, but not limited to, chapter 817, Fla. Stat.
6. **Firm Response** – The Court 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 Court awards the agreement or the Court receives from the Proposer written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

7. **Clarifications/Revisions** – Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Proposers deemed eligible to be awarded an agreement. Failure to provide requested information may result in rejection of the proposal.
8. **Minor Irregularities/Right to Reject** – The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Court determines that doing so will serve the State’s best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.
9. **Contract Formation** – The Court will issue a notice of award, if any, to successful Proposer(s). However, no contract will be formed between a selected Firm and the Court until the Court signs the agreement. The Court will not be liable for any costs incurred by a Proposer in preparing or producing its response or for any work performed before the agreement 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 or agreement. By entering into the agreement, a Firm authorizes the Court to eliminate duplication between agreements in the manner the Court 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 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.

XI. PROPOSAL CONTENT

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

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 Judicial Administration 2.535, Florida Rule of Appellate Procedure 9.200(b), Administrative Order Nos. PA/PI-CIR-02-45 and 2017-022 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 any plan for implementing standards for computer aided transcription software, and any provisions to alternatively or additionally supply all transcripts in a magnetic or optical ASCII, or word processing data file format, including but not limited to Microsoft Word and PDF file formats.
6. **References** – Include the name, address, and telephone number of at least two clients for whom similar services are or have recently been performed.
7. **Fee Structure** – The proposal must include fees for the services listed below if different than the historical rates provided. (the Court reserves the right to negotiate any or all proposed fees prior to any agreement/award).

Include proposed fees for each of the following for services:

- a. Appearance fees for stenographic court reporters in circuit court:
 - i. first hour or fraction thereof \$55.00
 - ii. each additional one-quarter hour \$10.00
 - iii. minimum rate per half day, if any \$115.00

- 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). \$82.50
- c. Appearance fees for Real-time Reporting:
 - i. first hour or fraction thereof \$75.00
 - ii. each additional one-quarter hour \$15.00
 - iii. first hour after 5:00 p.m. \$100.00
 - iv. each continuing one-quarter hour after 5:00 p.m. \$22.50
- d. Transcript fees for transcription from stenographic notes, audio or electronic recordings, or an audio CD provided by the AOC:
 - i. original \$3.85 per page
 - ii. expedited original transcripts
 - 1. one business day \$7.00 per page
 - 2. two business days \$6.00 per page
 - 3. three business days \$5.00 per page
 - 4. ten business days \$4.00 per page
 - 5. eleven to thirty business days \$3.75 per page
- e. The fee for a certified transcript on a CD \$25 per CD
- f. No mileage or travel expenses are paid under this agreement.

XII. VENDOR REGISTRATION

1. The selected Firm(s) must complete the following registrations prior to being eligible for payment under the terms and conditions of this agreement:
 - a. Florida Department of State, Division of Corporations: If the Firm is doing business in any other capacity than a “sole proprietor,” the Firm must comply with the registration requirements of Title XXXVI, Fla. Stat., entitled the “Florida Business Corporations Act” and section 865.09, Fla. Stat., entitled the “Fictitious Names Act.” The Firm must register with the Department of State at <http://dos.myflorida.com/sunbiz/>. The registered name must be an exact match to the Firm’s name as it appears on the agreement.
 - b. Florida Department of Financial Services (DFS): The Firm must register with the DFS at <https://flvendor.myfloridacfo.com/>. All firms must submit an IRS Form W9 or Substitute W9 using the name exactly as it will appear on the agreement.
 - c. Department of Management Services (DMS): The Firm must register with the DMS through the Vendor Portal, “My Florida Marketplace,” at <https://vendor.myfloridamarketplace.com>.
2. That the Firm 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 Firm’s vendor status to become “inactive.” The Circuit and the State Courts System will not be able to process payments to the Firm 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

XIII. 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 July 25, 2018*. All questions or requests for additional information must include Firm name, address and phone number. Telephone inquiries **will not** be accepted.

All questions and answers will be posted to the Courts website (www.jud6.org) by the close of business on the next work day, or as soon thereafter as practicable.

Mail or fax inquiries must be addressed as follows:

Jennifer Parker, Court Counsel

501 1st Avenue North, St. Petersburg, FL 33701

Re: QUESTION - RFP 07-11-2018 – Court Reporting Services

Fax: (727) 582-7438

Email inquiries must include the subject line “QUESTION - RFP 07-11-2018 - Court Reporting Services” and be sent to: sixthcircuitcontracts@jud6.org.

Potential Firms 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 Firm making the communication.

XIV. 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 four copies, each marked “COPY”, are required of 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 07-11-2018” – Court Reporting Services
Sixth Judicial Circuit
Due: 5:00 PM, August 8, 2018**

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
501 1st Avenue North, Suite 1000
St. Petersburg, FL 33701**

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

XV. EVALUATION OF PROPOSALS

The AOC will evaluate each proposal in consultation with the Court Counsel’s Office. The Trial Courts Administrator or her designee reserves the right to request face-to-face interviews of any or all Proposers as may be necessary for a fair and equitable proposal evaluation. After review

by the Court Counsel and AOC, the Trial Courts Administrator will make a recommendation for award to the Chief Judge of the Sixth Judicial Circuit. In his discretion, the Chief Judge may also consider recommendations from judges of the Court. The Court intends to award an agreement to the Proposer with the highest ranking for the required services. The Chief Judge may award agreements to more than one Proposer, re-solicit for proposals, or take other action as deemed appropriate in his discretion to meet the needs of the Court.

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

XVI. SCHEDULE OF EVENTS

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

Advertisement of RFP	July 11, 2018
Deadline for Questions	July 25 @ 5:00 PM
Deadline to request Bidders’ meeting	July 25 @ 5:00 PM
Bidders’ meeting (if requested)	July 31 or August 1
RFP Submission Deadline	August 8 @ 5:00 PM
Posting of Intent to Award Contract(s)	August 22 @ 5:00 PM
Deadline to Intent to Protest Awarding of Contract(s)	August 24 @ 5:00 PM
Deadline to submit Protest of Awarding of Contract(s)	September 4 @ 5:00 PM
Contract services begin	October 1, 2018

XVII. 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 Court's website at: www.jud6.org/LegalCommunity/CourtContractedServices.html under the "Court Contracted Services" page and then listed under "Interpreters - Foreign."

XVIII. POSTING OF SELECTED VENDOR(S)

The Firm(s) selected for award of a contract will be listed for a period of at least 72 hours on the Court's website at 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.

XIX. DRAFT AGREEMENT

See the attached draft agreements for stenographic court reporting services and digital transcription services. The draft agreements contemplates one Firm providing the services specified above.

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

AGREEMENT FOR COURT REPORTING SERVICES

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

The Chief Judge of the Sixth Judicial Circuit, after consultation with the circuit court and county court judges, entered Administrative Order No. 2017-022 providing the revised Circuit-wide plan for the court reporting of all proceedings.

The Chief Judge of the Sixth Judicial Circuit has appointed and designated _____, as a vendor for occasional additional of stenographic court reporting and transcription services in Pasco and Pinellas Counties.

In consideration of the mutual covenants and provisions contained herein, the Court and the Court Reporting Firm agree as follows:

1. SCOPE OF SERVICES: The Court Reporting Firm will furnish court-reporting services and transcription services to the Court on an as needed basis to report proceedings at the Robert D. Sumner Judicial Center; West Pasco Judicial Center; the Pasco County Jail in Land O'Lakes; and such other facilities within Pasco County as required by the Court. And at 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 within Pinellas County as required by the Court. All court reporting and transcription services must be performed in accordance with the Florida Rules of Judicial Administration, the Florida Rules of Appellate Procedure, Administrative Order Nos. PA/PI-CIR-02-45 and 2017-022 PA/PI-CIR, any subsequent administrative order or law, and any guidance provided by the Administrative Office of the Courts (AOC). Additionally, the Court Reporter must provide:

- a. Real time transcription services upon request of the Court. The Court will not be considered to have ordered a transcript when ordering real time reporting.
- b. An 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. 2017-077; the Rules of Judicial Administration; or any other subsequent or applicable rule, law, administrative order, or authority
- c. When providing a transcript, the Court Reporting Firm will also provide a CD if requested. Any CD provided must include a label identifying the case number, date and type of proceeding. Transcripts of electronically recorded proceedings in Microsoft Word and Adobe PDF files, including the ability to transcribe an audio file.
- d. Timely distribution of requested transcripts. Unless a different time frame is authorized by Florida statute or rule, or ordered by a court, all transcripts will be sent to AOC Court Reporting Department within 30 days of service of the designations to the transcriptionist.

If the Court Reporting Firm is unable to complete a transcript within the time specified by the court or AOC, the Court Reporting Firm 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 Court Reporting Firm shall abide by the court's ruling.

- e. 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 Court Reporting Firm is unable to complete a transcript within the time specified by the court or AOC, the Court Reporting Firm 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 Court Reporting Firm shall abide by the court's ruling.
- f. 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. on the due date and shall be billed at the 30-day fee.
- g. All individual court reporters employed by the Court Reporting Firm and performing services under this Agreement must turn in all stenographic disks, CDs, stenographic notes, audio recordings, and electronic recordings (notes and recordings) to the Court Reporting Firm at least monthly.
- h. Provisions for the Courts Reporter'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 Court Reporting Firm must ensure the safekeeping of the notes and recordings during the periods specified by the Florida Rules of Judicial Administration as noted in this Agreement. At least sixty (60) days, or with as much advanced notice as possible, prior to any action to sell the Court Reporting Firm, file for bankruptcy, change ownership, or any other action that may compromise the security of the notes, recordings, and transcripts, the Court Reporting Firm 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 Agreement, be turned in to the Court any court reporting or transcription service following any court reporting or transcription service.
- i. Prior to an individual court reporter or transcriptionist providing services for the Court, and at least every two years thereafter, the court reporter or transcriptionist must have a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency. The Court Reporting Firm must notify the Court's Director of Administrative Services in writing at the address provided in this Agreement when any records check, background investigation, or other information indicates any criminal activity by one of the firm's principals, a court reporter,

or a transcriptionist. For each of its individual principals, court reporters, and transcriptionists, the Court Reporting Firm agrees to a continual obligation to report to the Director of Administrative Service, an arrest, or charge of any criminal offense, or conviction for any offense other than a civil traffic infraction by the principal, court reporter, or transcriptionist.

Requirements specific to services in Dade City: The Court Reporting Firm will provide one court reporter on Monday of each felony trial week to report circuit court felony proceedings, Termination of Parental Rights proceedings pursuant to chapter 39, Fla. Stat., and Jimmy Ryce proceedings pursuant to section 394.910, Fla. Stat., as directed by the Court's Stenographic Court Reporting Supervisor. Additional days may be required, depending on the Court's needs. Felony trial weeks are typically every other week. Termination of Parental Rights proceedings are typically once a month. Jimmy Ryce proceedings rarely occur. The assigned court reporter is expected to report any trial or hearing assigned on Monday. A trial typically lasts three to five days, but may end sooner or run longer. Assignments are usually given on Friday afternoons for the following week. Proceedings may include scheduled hearings, jury trials, bench trials, arraignments, pretrial conferences, disposition hearings, sentencing hearings, violation of probation hearings, motion hearings, unscheduled emergency hearings held in chambers or courtrooms, and all other related matters as requested by the court.

The Court's Stenographic Court Reporting Supervisor in Dade City will direct the court reporter to his or her specific section assignment(s). The individual court reporter will arrive in time to receive his or her assignment and be prepared to work at no later than 8:15 a.m. each day scheduled or as otherwise directed by the Court's Stenographic Court Reporting Supervisor. The court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or he or she is released by the Court, which could be after 5:00 p.m., including weekends and holidays. This applies to all court sections. Any court reporter reporting trial testimony must be available within 15 minutes notice for a read back of the transcript during jury deliberations.

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

The Court Reporting Department in New Port Richey will direct the court reporter to his or her specific section assignment(s). The individual court reporter must arrive in time to receive his or her assignment and be prepared to work at no later than 8:15 a.m. each day scheduled or as otherwise directed by the Court Reporting Department. The individual court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or the Court otherwise releases him or her, which could be after 5:00 p.m., including weekends and holidays.

This applies to all court sections. Any court reporter reporting trial testimony must be available within 15 minutes notice for a read back of the transcript during jury deliberations.

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

The individual court reporter will arrive in time to report to the Court's Stenographic Court Reporter Manager or other location specified by the AOC to receive his or her assignment and be prepared to work by 9:30 a.m., or as otherwise directed by the Manager. The Manager will direct the court reporter to his or her specific section assignment(s). The court reporter can expect to continue with his or her assignment until the calendar or trial is concluded, or he or she is otherwise released by the Court, which could be after 5:00 p.m., including weekends and holidays. This applies to all court sections. Any court reporter reporting trial testimony must be available within 15 minutes notice for a read back of the transcript during jury deliberations.

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

2. **ADDITIONAL SERVICES:** The Court may request additional court reporting or digital transcription services under this Agreement at any time. The Court Reporting Firm will be compensated for such additional services as mutually agreed by the parties.

3. **QUALIFICATIONS OF COURT REPORTING FIRM, INDIVIDUAL COURT REPORTERS, AND TRANSCRIPTIONISTS:** The Court will not pay for any expenses incurred by the Court Reporting Firm or the Court Reporting Firm's employees, agents, or subcontractors to comply with these requirements.

a. **Professional Qualifications:**

- i. 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.

- ii. Each individual transcriptionist must have at least three years of experience typing court transcripts, or be currently certified by the American Association for Electronic Reporters and Transcribers (AAERT.) as a Certified Electronic Transcriber (CET) or Certified Electronic Transcriber Digital (CETD), or be currently certified by the Transcriber Training Academy (TTA) as a Certified Digital Transcriber (CDT).
 - iii. Individual court reporters and transcriptionists must be proficient in the English language, legal terminology, transcript preparation, and professional responsibility.
 - iv. Individual court reporters and transcriptionists must be able to produce verbatim transcripts with an error margin of no more than two percent.
 - v. If adopted by the Florida Supreme Court, the Court Reporting Firm must ensure that all court reporters and transcriptionists are certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters upon the effective date of the Supreme Court's order.
- b. **Law enforcement background checks:** Before an individual court reporter or transcriptionist may provide services for the Sixth Judicial Circuit, he or she must have a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency.
- i. The Court Reporting Firm must screen the criminal history law enforcement records check for the firm's principals, court reporters, and transcriptionists. A person is deemed to pass a law enforcement records check when that check reveals:
 - a. No felony convictions;
 - b. No misdemeanor convictions within the previous six years; *and*
 - c. No misdemeanor convictions that indicate a lack of honesty, trustworthiness, diligence, reliability, or impartiality.
- For the purposes of this Agreement, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld.
- ii. On entry of this Agreement, the President or other officer of the Court Reporting Firm must submit an affidavit attesting that each of the Court Reporting Firm's individual court reporters and transcriptionists has successfully passed a law enforcement records check in accordance with the above standard. The affidavit must be in the form supplied by the Court Counsel's Office. The person making the affidavit must submit to a law enforcement records check performed by the Court.
 - iii. The Court Reporting Firm has a continuing obligation to ensure that a criminal history law enforcement records check is performed on a court reporter or transcriptionist whom the Court Reporting Firm employs or subcontracts with after the firm submits the above affidavit, and to ensure that any such person has passed the law enforcement records check in accordance with the above standard.
 - iv. For any individual who does not pass the law enforcement records check, the Court Reporting Firm must inform the individual that he or she may provide service for the Court only after applying to the Court Counsel and obtaining approval of the Chief Judge.

- c. **Required Reporting of Certain Events:** The Court Reporting Firm must require each of its principals and each individual court reporter and transcriptionist to report to the Court Reporting Firm when the individual is:
 - i. Named as the respondent in any injunction involving personal protection including domestic violence, dating violence, repeat violence, and sexual violence in any jurisdiction;
 - ii. Named as a party in any action in dependency court in any jurisdiction;
 - iii. Named as a party in any action within the Sixth Judicial Circuit; or
 - iv. Arrested, convicted, has adjudication withheld, or pleads “no contest” for any offense other than a civil traffic infraction in any jurisdiction.

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

- d. **Conflict of Interest:** When providing a court reporter or transcriptionist for the Court, the Court Reporting Firm must *not* provide an individual who has a conflict of interest, including but not limited to the following:
 - i. Involvement in a situation in which regard for a private interest of the individual tends to lead to disregard of his or her duties to the Court; or
 - ii. Employment or involvement in a business relationship or involvement in any other relationship by the individual or the individual’s family members with any government entity or any party appearing before a court of the Sixth Circuit.

4. INDEPENDENT CONTRACTOR: The Court Reporting Firm is and will perform under this Agreement as an independent contractor and nothing contained herein must in any way be construed to imply that the Court Reporting Firm or the Court Reporting Firm’s employees, subcontractors, or agents, are employees, partners, agents, or joint venturers of the Court or the State of Florida. The Court Reporting Firm is responsible for reviewing and complying with all pertinent state and federal laws including, but not limited to, state and local taxes, the Fair Labor Standards Act, the Americans with Disabilities Act of 1990, Title II of the 1964 Civil Rights Act, and all other applicable state and federal employment laws. The Court Reporting Firm is responsible for reviewing and complying with all pertinent county and city ordinances. Costs for compliance with laws and ordinances are the sole responsibility of the Court Reporting Firm. Compliance must not result in any additional charge to the Court or to any person receiving services under this Agreement. Violation of this provision by the Court Reporting Firm will be grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

5. RATE SCHEDULE: The Court Reporting Firm agrees to assess charges in accordance with the following Fee Schedule:

- 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. first hour after 5:00 p.m. \$ _____
 - iv. each continuing one-quarter hour after 5:00 p.m. \$ _____
- d. Transcript fees for transcription from stenographic notes, audio or electronic recordings, or an audio CD provided by the AOC:
 - i. original \$ _____ per page
 - ii. expedited original transcripts
 - a. one business day \$ _____ per page
 - b. two business days \$ _____ per page
 - c. three business days \$ _____ per page
 - d. ten business days \$ _____ per page
 - e. eleven to thirty business days \$ _____ per page
 - e. The fee for a certified transcript on a CD \$ _____
 - a. No mileage or travel expenses are paid under this Agreement.

6. TRANSCRIPTS OF PROCEEDINGS: The Court Reporting Firm is responsible for transcribing all proceedings reported during the term of this Agreement and all audio and electronic recordings assigned by AOC during the term of this Agreement, at the rates specified in this Agreement, even if transcription occurs after the conclusion of this Agreement. The Court Reporting Firm must retain transcripts and other records through the end of the contract period (up to 36-months).

7. SUPPLIES AND EQUIPMENT: The Court Reporting Firm is responsible for supplying its own equipment for proceedings covered under this Agreement with no additional costs to the Court or the State of Florida, including providing monitors, connecting cables, and any other equipment needed for transcription in accordance with the Supreme Court guidelines.

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

9. BILLING, PAYMENT, AND RIGHT TO AUDIT: Payment will be rendered only at the conclusion of services provided. Payment for services rendered will be made in accordance with section 215.422, Florida Statutes, on a case-by-case basis and only after invoice, orders, affidavits, and documentation of each service is delivered in accordance with instructions from the

AOC, Court Reporting Department or Fiscal Office. The Court Reporting Firm must submit monthly invoices after the services are rendered; in any event, invoices must be submitted not later than 30 days after the end of the month in which services are performed. The Court Reporting Firm must use the standard invoice form provided by the AOC. Invoices for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. For transcription services performed in Pinellas County, the Court Reporting Firm 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 transcription services performed in 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 court reporting or transcription services performed in 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.

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

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

10. INDEMNIFICATION AND LIABILITY: To be liable for and indemnify, defend, and hold harmless the Court 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 Firm, 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 Agreement arising out of any misrepresentation by the Court Reporting Firm as to the Court Reporting Firm's status as an independent contractor during the performance or operation of this Agreement.

That its inability to evaluate its liability or its evaluation of liability will not excuse the Court Reporting Firm's duty to defend and to indemnify within seven (7) days after notice by the Court 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 Court Reporting Firm not liable will excuse performance of this provision. The Court Reporting Firm will pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Court. The Court's failure to notify the Court Reporting Firm of a claim will not release the Court Reporting Firm from these duties.

For all claims by the Court against the Court Reporting Firm, the Court Reporting Firm's liability for direct damages will be the greater of \$100,000 or the annual amount of fees charged under this Agreement. This limitation of liability will not apply to claims arising under the

indemnification paragraph above. No party will be liable to the other for lost profits, lost revenues or lost institutional operating savings.

11. INSURANCE: The Court Reporting Firm must procure, pay for, and maintain insurance prior to commencing any work or services under this Agreement. The insurance must contain at a minimum the following coverage, policy limits of liability, and provisions:

a. At a minimum, coverage must provide:

- i. Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- ii. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury or bodily injury, including death, of not less than \$100,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$100,000, for each occurrence, will be acceptable unless otherwise stated).

b. The insurance must be evidenced by delivery to the Court of:

- i. Certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Court, and listing all carriers issuing said policies; and
- ii. A certified copy of each policy, including all endorsements. The insurance requirements must remain in effect throughout the term of this Agreement and any contract-extensions.

c. Each insurance policy must include the following conditions by endorsement to the policy:

- i. Each policy must require that at least 30 days prior to expiration, cancelation, non-renewal, or any material change in coverage or limits, a notice thereof will be given to the Court by certified mail to: Court Counsel, Sixth Judicial Circuit, 501 1st Avenue North, Suite 1000, St. Petersburg, Florida 33701. The Court Reporting Firm must also notify the Court, in a like manner, within 24 hours after receipt, of any notices of expiration, cancelation, non-renewal or material change in coverage received by the Court Reporting Firm from its insurer. Nothing contained herein absolves the Court Reporting Firm of this requirement to provide notice.
- ii. Companies issuing the insurance policy or policies, have no recourse against the Sixth Judicial Circuit for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of the Court Reporting Firm.
- iii. The term "Court" or "Sixth Judicial Circuit" includes all judges, departments, and other entities of the Sixth Judicial Circuit, Pasco and Pinellas Counties, and individual members and employees in their official capacities, or while acting on behalf of the Sixth Judicial Circuit.
- iv. 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 insured. The policy clause "Other Insurance" must not apply to any insurance coverage currently held by the Sixth Judicial Circuit or State Courts System, to any such future coverage,

or to self-insurance of the Sixth Judicial Circuit or State Courts System.

- d. The Court Reporting Firm hereby waives subrogation rights for loss or damage against the Sixth Judicial Circuit.
- e. The certificate of coverage for the above-required insurance is incorporated by reference into this Agreement. A copy is attached as Attachment D.

12. PERFORMANCE BOND: The Court Reporting Firm agrees to supply a performance and labor and materials payment bond (performance bond) payable to the Sixth Judicial Circuit in the amount of \$15,000 to ensure fulfillment of this Agreement. The surety company issuing the performance bond must meet the requirements of section 287.0935, Fla. Stat. The performance bond is incorporated by reference into this Agreement. A copy of the performance bond is attached as Attachment E.

13. ENTIRETY OF AGREEMENT AND GOVERNING LAW: The Agreement includes this “Agreement For Court Reporting Services,” as well as the following documents incorporated by reference and attached to this Agreement:

Attachment A — Response to RFP #07-11-2018, Court Reporting Services, submitted by _____, to the Court and dated _____, 2018, and approved by the Court on _____, 2018;

Attachment B — Request for Proposals, Court Reporting Services RFP #07-11-2017;

Attachment C — the State Courts System “General Contract Conditions for Services” in the version that is in effect at the time the Court Reporting Firm enters this Agreement. The General Contract Conditions for Services may be viewed on the Internet at www.flcourts.org/courts/crtadmin/general_contract_conditions.shtml;

Attachment D — Certificate of Insurance Coverage; and

Attachment E — Performance Bond.

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

14. CANCELLATION OF AGREEMENT: The Court reserves the right to cancel this Agreement without cause giving 30 days prior notice to the Court Reporting Firm in writing of the intention to cancel or with cause if at any time the Court Reporting Firm fails to fulfill or abide by any of the terms or conditions specified. Failure of the Court Reporting Firm to comply with any of the provisions of this Agreement will be considered a material breach of contract and may be cause for the immediate termination of this Agreement at the discretion of the Court. The Court Reporting Firm may cancel this Agreement by giving 60 days written notice to the Court.

15. TERM OF AGREEMENT: Services under this Agreement will begin on

October 1, 2018, or when signed by both parties, whichever is later and will terminate on September 30, 2019, unless canceled or terminated as provided herein. This Agreement may be renewed at the sole discretion of the Chief Judge for an additional period up to 36 months after the initial contract period. The renewal option will be exercised only if all prices, terms, and conditions remain the same or if other approval is granted by the Court.

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

Jennifer Parker, Court Counsel
Sixth Judicial Circuit
501 1st Avenue North, Suite 1000
St. Petersburg, FL 33701
Phone: (727) 582-7424

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

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

The Court Reporting Firm must provide any other notice to:

Gay Inskip, Trial Courts Administrator
Sixth Judicial Circuit
501 1st Avenue North, Room 645
St. Petersburg, FL 33701

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

AGREEMENT FOR COURT TRANSCRIPTION SERVICES

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

The Chief Judge of the Sixth Judicial Circuit, after consultation with the circuit court and county court judges, entered Administrative Order No. 2017-022 providing the revised Circuit-wide plan for the court reporting of all proceedings.

The Chief Judge of the Sixth Judicial Circuit has appointed and designated _____, as a vendor of transcription for occasional additional transcription services in Pasco and Pinellas Counties.

In consideration of the mutual covenants and provisions contained herein, the Court and the Transcription Firm agree as follows:

1. SCOPE OF SERVICES: The Transcription Firm will furnish transcription services to the Court on an as needed basis as required by the Court. All transcription services must be performed in accordance with the Florida Rules of Judicial Administration, the Florida Rules of Appellate Procedure, Administrative Order Nos. PA/PI-CIR-02-45 and 2017-022 PA/PI-CIR, any subsequent administrative order or law, and any guidance provided by the Administrative Office of the Courts (AOC). Additionally, the Transcription Firm must provide:

- a. An accurate 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. 2017-077; the Rules of Judicial Administration; or any other subsequent or applicable rule, law, administrative order, or authority.
- b. Transcripts of electronically recorded proceedings in Microsoft Word and Adobe PDF files, including the ability to transcribe an audio file.
- c. Timely distribution of requested transcripts. Unless a different time frame is authorized by Florida statute or rule, or ordered by a court, all transcripts will be sent to AOC Digital Court Reporting Department within 30 days of service of the designations to the transcriptionist. If the Transcription Firm is unable to complete a transcript within the time specified by the court or AOC, the Transcription Firm will immediately prepare and submit a written motion for an extension of time to the appropriate AOC Digital 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 Transcription Firm shall abide by the court's ruling.
- d. Transcripts for Termination of Parental Rights cases will be sent to AOC Digital Court Reporting Department within 20 days of the request to transcribe. If the Transcription Firm is unable to complete a transcript within the time specified by the court or AOC, the Transcription Firm will immediately prepare and submit a written motion for an extension

of time to the appropriate AOC Digital 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 Transcription Firm shall abide by the court's ruling.

- e. 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. on the due date and shall be billed at the 30-day fee.
- f. Provisions for the Transcription Firm's control and retention of the notes, records, and transcripts of individual transcriptionists, and careful maintenance of all files and records. The Transcription Firm must ensure the safekeeping of the notes, audio and electronic recordings, and transcripts during the periods specified by the Florida Rules of Judicial Administration as noted in this Agreement. At least sixty (60) days, or with as much advanced notice as possible, prior to any action to sell the Transcription Firm, file for bankruptcy, change ownership, or any other action that may compromise the security of the notes, recordings, and transcripts, the Transcription Firm 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 Agreement, be turned in to the Court.
- g. Prior to an individual transcriptionist providing services for the Court, and at least every two years thereafter, the transcriptionist must have a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency. The Transcription Firm must notify the Court's Director of Administrative Services when any records check, background investigation, or other information indicates any criminal activity by one of the Transcription Firm's transcriptionists. For each of its individual transcriptionists, the Transcription Firm 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 transcriptionist.

2. QUALIFICATIONS OF TRANSCRIPTION FIRM AND INDIVIDUAL TRANSCRIPTIONISTS: The Court will not pay for any expenses incurred by the Transcription Firm or the Transcription Firm's employees, agents, or subcontractors to comply with these requirements.

a. Professional Qualifications:

- i. Each individual transcriptionist must have at least three years of experience typing court transcripts, be currently certified by the American Association for Electronic Reporters and Transcribers (AAERT) as a Certified Electronic Transcriber (CET) or Certified Electronic Transcriber Digital (CETD), or be currently certified by the Transcriber Training Academy (TTA) as a Certified Digital Transcriber (CDT).
- ii. Individual transcriptionists must be proficient in the English language, legal terminology, transcript preparation, and professional responsibility.
- iii. Individual transcriptionists must be able to produce verbatim transcripts with an error

margin of no more than two percent.

- iv. If adopted by the Florida Supreme Court, the Transcription Firm must ensure that all transcriptionists are certified in accordance with the Florida Rules for Certification and Regulation of Court Reporters upon the effective date of the Supreme Court's order.
- b. **Law enforcement background checks:** Before an individual transcriptionist may provide services for the Sixth Judicial Circuit, he or she must have a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency.
 - iii. The Transcription Firm must screen the criminal history law enforcement records check for the Transcription Firm's transcriptionists. A person is deemed to pass a law enforcement records check when that check reveals:
 - d. No felony convictions;
 - e. No misdemeanor convictions within the previous six years; *and*
 - f. No misdemeanor convictions that indicate a lack of honesty, trustworthiness, diligence, reliability, or impartiality.For the purposes of this Agreement, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld.
 - iv. On entry of this Agreement, the President or other officer of the Transcription Firm must submit an Affidavit of Compliance with Background Check Requirements attesting that each of the Transcription Firm's individual transcriptionists have 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.
 - v. The Transcription Firm has a continuing obligation to ensure that a criminal history law enforcement records check is performed on individual transcriptionists whom the Transcription Firm employs or subcontracts with after the Transcription 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.
 - vi. For any individual who does not pass the law enforcement records check, the Transcription Firm must inform the individual that he or she may provide service for the Court only after applying to the Court Counsel and obtaining approval of the Chief Judge.
- c. **Required Reporting of Certain Events:** The Transcription Firm must require each of its individual transcriptionists to report to the Transcription Firm when the individual is:
 - i. Named as the respondent in any injunction involving personal protection including domestic violence, dating violence, repeat violence, and sexual violence in any jurisdiction;
 - ii. Named as a party in any action in dependency court in any jurisdiction;
 - iii. Named as a party in any action within the Sixth Judicial Circuit; or
 - iv. Arrested, convicted, has adjudication withheld, or pleads "no contest" for any offense other than a civil traffic infraction in any jurisdiction.

If a transcriptionist is involved in any of the above-listed events, the Transcription Firm must report the event to the Sixth Judicial Circuit Director of Administrative Services and obtain the Court's approval before that individual may provide services for the Court.

- d. **Conflict of Interest:** When providing a transcriptionist for the Court, the Transcription Firm must *not* provide an individual who has a conflict of interest, including but not limited to the following:
- i. Involvement in a situation in which regard for a private interest of the transcriptionist tends to lead to disregard of the individual's duties to the Court;
 - ii. Employment or involvement in a business relationship or involvement in any other relationship by the transcriptionist or the transcriptionist's family with any government entity or any party appearing before a court of the Sixth Judicial Circuit; or
 - iii. Involvement in any other situation that may be a conflict of interest or a violation of any Rule or Code of Professional Conduct for court reporters or transcriptionists.

3. **INDEPENDENT CONTRACTOR:** The Transcription Firm is and will perform under this Agreement as an independent contractor and nothing contained herein must in any way be construed to imply that the Transcription Firm or the Transcription Firm's employees, subcontractors, or agents, are employees, partners, agents, or joint venturers of the Court or the State of Florida. The Transcription Firm is responsible for reviewing and complying with all pertinent state and federal laws including, but not limited to, state and local taxes, the Fair Labor Standards Act, the Americans with Disabilities Act of 1990, Title II of the 1964 Civil Rights Act, and all other applicable state and federal employment laws. The Transcription Firm is responsible for reviewing and complying with all pertinent county and city ordinances. Costs for compliance with laws and ordinances are the sole responsibility of the Transcription Firm. Compliance must not result in any additional charge to the Court or to any person receiving services under this Agreement. Violation of this provision by the Transcription Firm will be grounds for termination of the Agreement by the Court without liability for payment of cancellation or other charges.

4. **FEE SCHEDULE:** The Transcription Firm agrees to assess charges in accordance with the following Fee Schedule:

- a. Transcript fees for transcription from audio and electronic recordings, or an audio CD provided by AOC:
- i. one business day \$ _____ per page
 - ii. two business days \$ _____ per page
 - iii. three business days \$ _____ per page
 - iv. ten business days \$ _____ per page
 - v. eleven to thirty business days \$ _____ per page
- b. No mileage or travel expenses are paid under this Agreement.

5. **TRANSCRIPTS OF PROCEEDINGS:** The Transcription Firm is responsible for transcribing audio and electronic recordings from proceedings reported prior to and during the term of this Agreement at the rates specified in this Agreement even if transcription occurs after the conclusion of this Agreement. The Transcription Firm must retain transcripts and other records through the end of the contract period (up to 36-months).

6. **SUPPLIES AND EQUIPMENT:** The Transcription Firm is responsible for supplying its own equipment for proceedings covered under this Agreement with no additional costs to the Court or the State of Florida, including providing monitors, connecting cables, and any other equipment needed for transcription in accordance with the Supreme Court guidelines.

7. **REPORT:** The Transcription Firm will provide a written statistical report to AOC no later than 15 days after the end of the contract term. The report will include, but is not necessarily limited to: number of pages transcribed, organized by type of proceeding; and other information requested by the Chief Judge.

8. **BILLING, PAYMENT, AND RIGHT TO AUDIT:** Payment will be rendered only at the conclusion of services provided. Payment for services rendered will be made in accordance with section 215.422, Florida Statutes, on a case-by-case basis and only after invoice, orders, affidavits, and documentation of each service is delivered in accordance with instructions from the AOC, Digital Court Reporting Department or Fiscal Office. The Transcription Firm must submit monthly invoices after the services are rendered; in any event, invoices must be submitted not later than 30 days after the end of the month in which services are performed. The Transcription Firm must use the standard invoice form provided by the AOC. Invoices for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. For transcription services performed in Pinellas County, the Transcription Firm must submit invoices to the Administrative Office of the Courts, Digital Court Reporting Department, Pinellas County Justice Center, 14250 49th Street North, Suite H-2000, Clearwater, Florida 33762. For transcription services performed in Pasco County, the Transcription Firm must submit invoices to the Administrative Office of the Courts, Digital Court Reporting Department, West Pasco Judicial Center, 7530 Little Road, Suite 201, New Port Richey, Florida 34654. For court reporting or transcription services performed in Pasco County, the Transcription Firm must submit invoices to the Administrative Office of the Courts, Digital Court Reporting Department, Robert D. Sumner Judicial Center, Suite 124, 38053 Live Oak Avenue, Dade City, Florida 33523.

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

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

9. **INDEMNIFICATION AND LIABILITY:** To be liable for and indemnify, defend, and hold harmless the Court 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 Firm, 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 Agreement arising out of

any misrepresentation by the Transcription Firm as to the Transcription Firm's status as an independent contractor during the performance or operation of this Agreement.

That its inability to evaluate its liability or its evaluation of liability will not excuse the Transcription Firm's duty to defend and to indemnify within seven (7) days after notice by the Court 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 Transcription Firm not liable will excuse performance of this provision. The Transcription Firm will pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Court. The Court's failure to notify the Transcription Firm of a claim will not release the Transcription Firm from these duties.

For all claims by the Court against the Transcription Firm, the Transcription Firm's liability for direct damages will be the greater of \$100,000 or the annual amount of fees charged under this Agreement. This limitation of liability will not apply to claims arising under the indemnification paragraph above. No party will be liable to the other for lost profits, lost revenues or lost institutional operating savings.

10. INSURANCE: The Transcription Firm must procure, pay for, and maintain insurance prior to commencing any work or services under this Agreement. The insurance must contain at a minimum the following coverage, policy limits of liability, and provisions:

a. At a minimum, coverage must provide:

- iii. Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- iv. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury or bodily injury, including death, of not less than \$100,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$100,000, for each occurrence, will be acceptable unless otherwise stated).

b. The insurance must be evidenced by delivery to the Court of:

- iii. Certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Court, and listing all carriers issuing said policies; and
- iv. A certified copy of each policy, including all endorsements. The insurance requirements must remain in effect throughout the term of this Agreement and any contract-extensions.

c. Each insurance policy must include the following conditions by endorsement to the policy:

- v. Each policy must require that at least 30 days prior to expiration, cancelation, non-renewal, or any material change in coverage or limits, a notice thereof will be given to the Court by certified mail to: Court Counsel, Sixth Judicial Circuit, 501 1st Avenue North, Suite 1000, St. Petersburg, Florida 33701. The Transcription Firm must also notify the Court, in a like manner, within 24 hours after receipt, of any notices of

expiration, cancelation, non-renewal or material change in coverage received by the Transcription Firm from its insurer. Nothing contained herein absolves the Transcription Firm of this requirement to provide notice.

- vi. Companies issuing the insurance policy or policies, have no recourse against the Sixth Judicial Circuit for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of the Transcription Firm.
 - vii. The term “Court” or “Sixth Judicial Circuit” includes all judges, departments, and other entities of the Sixth Judicial Circuit, Pasco and Pinellas Counties, and individual members and employees in their official capacities, or while acting on behalf of the Sixth Judicial Circuit.
 - viii. 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 insured. The policy clause "Other Insurance" must not apply to any insurance coverage currently held by the Sixth Judicial Circuit or State Courts System, to any such future coverage, or to self-insurance of the Sixth Judicial Circuit or State Courts System.
- d. The Transcription Firm hereby waives subrogation rights for loss or damage against the Sixth Judicial Circuit.
 - e. The certificate of coverage for the above-required insurance is incorporated by reference into this Agreement. A copy is attached as Attachment C.

11. PERFORMANCE BOND: The Court Reporting Firm agrees to supply a performance and labor and materials payment bond (performance bond) payable to the Sixth Judicial Circuit in the amount of \$15,000 to ensure fulfillment of this Agreement. The surety company issuing the performance bond must meet the requirements of section 287.0935, Fla. Stat. The performance bond is incorporated by reference into this Agreement. A copy of the performance bond is attached as Attachment E

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terms of the documents incorporated by reference will prevail in the order listed above. This Agreement may only be changed by an agreement in writing signed by both parties. This Agreement is construed under and governed by the laws of the State of Florida. In the event legal action commences regarding this Agreement, the Transcription Firm agrees venue will lie in Pinellas County.

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