

THIRTEETH JUDICIAL CIRCUIT COURT

**ADMINISTRATIVE OFFICE OF THE
COURTS**

**INVITATION TO NEGOTIATE
(ITN)**

FOR:

**DIGITAL COURT REPORTING
TRANSCRIPTION SERVICE**

ITN 18/19-001

TABLE OF CONTENTS

A. Introduction 3

B. Background 3

C. Definitions 3

D. Purpose 5

E. Scope of Work – Digital Court Reporting Transcription Service 6

F. Work Flow Processes for Digital Court Reporting Transcription Service 7

G. Training 10

H. Technology Backup System 10

I. Ethics and Conduct 11

J. Proposal Process 11

K. Proposal Preparation 14

L. Cost of Service 16

M. Evaluation Criteria 16

N. Posting 17

O. Evaluation Committee 17

P. Terms and Conditions 17

Q. Appendices 19

APPENDIX A – Florida State Courts System Instructions to Respondents 20

APPENDIX B – Florida State Courts System General Contract Conditions for Services 27

ATTACHMENT 1 –Vendor Acknowledgement 36

ATTACHMENT 2 – Cost of Service – Cost Projection Sheet 37

ATTACHMENT 3 – Uniform Invoice for Court Reporting Services 38

A. INTRODUCTION

The Administrative Office of the Courts, Thirteenth Judicial Circuit Court, referred to throughout this document as “Thirteenth Judicial Circuit,” is seeking proposals from qualified Contractors to acquire digital court reporting transcription services for all trial court proceedings where due process mandates the Service.

B. BACKGROUND

Digital Court Reporting Transcription Service for the Thirteenth Judicial Circuit is a mission critical due process function. The Court relies on a verbatim Multi-Media Court Record of what transpires during trial court proceedings for purposes of non-appellate and appellate review. The Contractor providing digital court reporting transcription services must meet the technical and functional standards established by the Thirteenth Judicial Circuit and the Florida Court’s Technology Commission.

Court reporting service for all court proceedings performed at public expense are recorded through a combination of technologies and services. These technologies include stenography, real-time court reporting and digital court reporting.

The Thirteenth Judicial Circuit will provide the infrastructure which consists of all elements necessary to interconnect and operate the integrated digital court reporting system to capture, maintain, manage and store the Multi-Media Court Record for all designated proceedings. These elements include, but are not limited to: hardware, software and associated peripheral systems to operate the digital court reporting monitoring service in all designated divisions. The Thirteenth Judicial Circuit will own and retain the complete verbatim Multi-Media Court Record. The Thirteenth Judicial Circuit will retain the Multi-Media Court Record as a digital file in a format capable of playback and reproduction of the audio file, or as a downloadable audio file directly from the circuit’s web server, or audio/meta data file via CD for distribution and subsequent production of a transcript. The Thirteenth Judicial Circuit will own and retain all title, copyright and other proprietary rights in the intellectual property.

C. DEFINITIONS

For purposes of this Invitation to Negotiate, the following terms have the following meanings:

Annotate – means the act of providing critical explanatory information and identifiers to assist the transcriptionist during the production of a transcript.

Annotations – mean all information including, but not limited to: names of the parties, witness names, pauses in the proceeding, bench conferences, documentary evidence identifiers, testimonial identifiers, exhibits, breaks, off the record stoppages, and court adjournments, which will assist a transcriptionist during the production of a transcript.

Contractor – means any respondent submitting a written proposal to this ITN solicitation with the ability to provide, perform, and manage the digital court reporting transcription service.

Contractor Personnel – includes and is collectively defined as employees, independent contractors, subcontractors, service providers, vendors, agents, and assigns of the Contractor providing the digital court reporting transcription service.

Court - is a term interchangeable with and used to reference the Thirteenth Judicial Circuit.

Digital Court Reporting – means the process of digitally capturing and recording, with the assistance of encoding hardware and software, the complete verbatim Multi-Media Court Record in the Proceedings before all designated court divisions, as specified by the Thirteenth Judicial Circuit, for later transcription.

Digital Court Reporter (DCR) – means an operator trained, in accordance with the Thirteenth Judicial Circuit’s requirements, to monitor, annotate and index the Multi-Media Court Record during all court proceedings for the purposes of producing a verbatim appellate/non-appellate transcript.

Digital Court Reporting Monitoring Service (DCRMS) – means the service provided by qualified and trained DCRs to operate the equipment that is part of the digital court reporting system, as well as systems utilized by the Thirteenth Judicial Circuit to capture the record by emergency means such as MP3 player.

Indexing – means establishing a list of titles for cataloging documents and files for easy retrieval.

Judicial Audio Recording System (JARS) – is the proprietary digital court reporting software platform developed and owned by the Thirteenth Judicial Circuit.

Multi-Media Court Record – is any combination of the digital audio file, metadata file, text file, annotated file and video file (as well as any official court record generated regardless of the capturing format that may have been utilized to create the record, including capturing by emergency means, simultaneous with the Proceedings).

Proceedings – means and includes, but is not limited to: courtroom hearings, chamber/hearing room hearings, pre-trials, jury trials, non-jury trials, motion hearings, motion/docket hearings, pleas, status reviews/hearings, arraignments, dispositions, sentencing hearings, injunction hearings, detention and shelter hearings, bond hearings, post-conviction relief hearings, first appearance hearings, sworn statements, emergency hearings, impromptu hearings and all other matters relating to the Court’s business.

Service – means the coordination, management and delivery of the digital court reporting transcription service of all proceedings recorded by JARS and existing Legacy systems. The Service does not include the Digital Court Reporting Monitoring Service or deposition transcription.

- Note: The Digital Court Reporting Transcription Service (DCRTS) does not include the purchase, installation, maintenance and the support of the equipment, hardware, software, peripherals or any other items associated with the digital court reporting systems. The DCRTS does not include the purchase, installation, maintenance or support of the audio equipment necessary to capture the complete verbatim Multi-Media Court Record or the associated network systems or other equipment to link the captured audio to the encoding

software. The DCRTS does not include the purchase, maintenance, installation or support of the Thirteenth Judicial Circuit’s primary digital audio court servers (Tampa and Plant City) and back-up servers.

Technology Backup System – means all of the systems utilized with the digital court reporting system, emergency back-up system and interfaces with other electronic courtroom systems.

Transcription – is the process of converting the complete verbatim Multi-Media Court Record into a verbatim text or electronic certifiable transcript.

Transcription Service – includes and is collectively defined as Digital Court Reporting Transcription Service (DCRTS) for both appellate and non-appellate transcript requests.

Transcriptionist – means a transcriptionist who prepares verbatim text or electronic transcripts from the electronic Multi-Media Court Record of the Proceedings and who is solely responsible for producing both certifiable appellate and non-appellate transcripts.

D. PURPOSE

The Contractor will provide the Digital Court Reporting Transcription Service to all Thirteenth Judicial Circuit’s designated proceedings conducted in the following locations:

Edgecomb Courthouse
800 E. Twiggs Street
Tampa, FL

Plant City Courthouse
301 N. Michigan Avenue
Plant City, FL

Courthouse Annex
401 Jefferson Street
Tampa, FL

Mary Lee’s House
2806 N. Armenia Avenue, Suite 500
Tampa, FL

419 Pierce Street, Courtroom 100
Tampa, FL

The Thirteenth Judicial Circuit intends to procure Digital Court Reporting Transcription Service for the above-referenced locations, as well as any other locations specified by the Thirteenth Judicial Circuit.

Digital Court Reporting encompasses audio and video recording, in specified divisions of the court utilizing digital technology, which is then saved to a server. Strategic placement of microphones will be located in areas of the courtroom to capture the audio recording of judges, attorneys, parties, witnesses and juries. Video cameras are placed to remotely monitor and capture the proceedings from the video courtroom.

The Digital Court Reporter (DCR) is the operator trained to monitor, annotate and index the proceedings for the purposes of producing a verbatim Multi-Media Court Record. The Digital Court Reporting Monitoring service is performed as follows:

- one-to-one direct connection in a courtroom (stand-alone system);

- one-to-one direct connection to a courtroom from a remote site; or
- a remote site connection and monitoring for more than one courtroom (centralized system).

The DCR also monitors for clarity and quality of the audio in the courtroom, whether one-to-one, remotely or centralized.

The Contractor will provide and perform transcription services for all Divisions of the Court specified by the Thirteenth Judicial Circuit.

The purpose of the Digital Court Reporting Transcription service (DCRTS) is to produce a complete verbatim and accurate transcript of the Multi-Media Court Record from all requested proceedings.

E. SCOPE OF WORK - DIGITAL COURT REPORTING MONITORING AND TRANSCRIPTION SERVICE

The Court will provide the Digital Court Reporting Monitoring service pursuant to Florida Judicial Rule of Administration 2.535, all Administrative Orders issued by the Florida Supreme Court, the Chief Judge of the Thirteenth Judicial Circuit, the Trial Court Performance and Accountability Court Reporting workgroup and the Trial Court Budget Commission (TCBC) policies.

The Court will provide the Digital Court Reporting Monitoring service in the following divisions of the Court that are required to be recorded at public expense:

- All Circuit Criminal Division and Specialty Court Divisions (specified by the Thirteenth Judicial Circuit, including Veterans Treatment and Mental Health);
- All Juvenile Delinquency and Dependency Divisions (daily, including weekend and holiday detention and shelter hearings);
- All Drug Court Divisions (including adult, family/dependency and juvenile divisions);
- All Domestic Violence Divisions (Circuit and County - Tampa and Plant City);
- All First Appearance proceedings and the emergency division (daily, including weekends and holidays);
- All County Criminal Divisions (Tampa and Plant City); and
- All General Magistrates and Child Support Enforcement proceedings.

The Digital Court Reporting Monitoring service is provided by the Court in all proceedings which take place daily, on weekends and holidays.

The Contractor will be responsible for providing a complete verbatim and accurate transcript of the Multi-Media Court Record from all requested Proceedings, in all Divisions of the Court specified by the Thirteenth Judicial Circuit, as a verbatim printed or electronic certified transcript.

The Contractor will produce a complete verbatim, accurate and timely transcript of all non-appellate transcript requests for proceedings in the divisions of the court.

The Contractor will produce upon request a complete verbatim, accurate and timely transcript of all appellate transcript requests for Proceedings in the divisions of the court in accordance with the time standards set forth in the Florida Rules of Appellate Procedure, Rule 9.200 et. seq., Florida Rule of Judicial Administration, Rule 2.535, and any orders issued by the Florida Supreme Court and Florida District Courts of Appeal related to such proceedings or transcripts.

The Contractor will comply with all transcriptionist professional standards, training and requirements established by Florida Statutes, Florida Rule of Court, the Florida Supreme Court, Florida State Courts System, and all administrative orders issued by the Chief Judge of the Thirteenth Judicial Circuit and all policies and procedures established by the Administrative Office of the Courts, Thirteenth Judicial Circuit.

F. WORK FLOW PROCESSES FOR DIGITAL COURT REPORTING MONITORING AND TRANSCRIPTION SERVICES

The Court will provide trained and qualified DCRs to operate the equipment that is part of the digital court reporting system. The DCR will also operate the technology backup system. The technology backup system includes systems used to capture the record by emergency means such as a MP3 flash recorder. The DCRs will record all proceedings for subsequent production of a complete verbatim transcript, by an independent transcriptionist.

The DCR must perform a sound check of all microphones. The DCR is responsible for constant monitoring of the microphones and annotation of the verbatim audio record during the proceedings.

After the quality sound check has been confirmed, the DCR may make a phonetic attempt of the spelling of names, but must confer with counsel, parties, and witnesses for the proper spelling, as soon as practicable. A place holder should be annotated on the record to ensure the correct information is inserted and is edited. The DCR will monitor the proceedings via a headset to ensure that the audio is recording, at all times, and is of sound quality.

The DCR must obtain and annotate on the record the style of the case, case number, division of the court, name of presiding judge, names of court personnel, attorney names, and court docket information.

The DCR will monitor the recorded voices of all who speak during the proceeding by annotating the first words spoken and indicate clearly when a new voice is interjected. All participants in a court proceeding are assigned to separate, discrete sound channels. A typical four-channel system individually records the judge, witness, attorneys, and other court participants. During simultaneous verbal exchanges, the DCR will annotate the name of the individual speaker and note key words even though each voice may be clearly captured on its own separate sound channel.

The DCRs must monitor and annotate the Multi-Media Court Record with standardized annotations. All DCRs will annotate all events of the proceeding which include, but are not limited to: the court session, judge, case number, all participant names, and all events of the Proceeding. The time of each annotation is recorded automatically. It is the DCR's responsibility to annotate continually and concisely in order to assist the transcriptionist with the

completion of an accurate certifiable verbatim text or electronic transcript. The above referenced workflow process is mandatory in all proceedings with the exception of those proceedings held before any General Magistrates and Child Support Enforcement Hearing Officers.

It will be the responsibility of the DCR to ensure that all courtroom microphones are not muted prior to the court taking testimony, and the DCR must advise the court immediately if a speaker has moved away from the microphone and is not being recorded.

Annotating the Proceedings are essential as the annotations provide critical information for the transcriptionist. It is imperative that the annotations are clear, informative and prepared in a uniform fashion. The speaker's name must be clearly annotated each time he/she speaks. As each new speaker begins, the first words spoken shall be annotated. If there is a succession of speakers, each speaker shall be identified and annotated accordingly. The digital annotations are time-linked to the corresponding audio for instantaneous retrieval of the record in order to playback the actual testimony when directed to do so by the court.

To ensure clarity of the record, the DCR must access and constantly monitor the audio to determine if the microphone system is sufficiently and accurately capturing the audio during the course of the proceeding.

It is also the responsibility of the DCR to annotate clearly when the court is on or off the record and annotate the intended non-verbal gestures, communications or affirmations as part of the record (e.g., head nodding, head shaking, um-hums, uh-huhs).

The management of the DCRMS by the Court includes, but is not limited to: creating a monthly calendar, coordinating the scheduling of the DCRs, supervising the DCRs assigned to provide the DCRMS, acting as the point of contact for the DCRMS to the Administrative Office of the Courts, Thirteenth Judicial Circuit's Court Operations, and the Thirteenth Judicial Circuit's Judiciary, reviewing the progress and assessing the performance of DCRs, providing reports, conducting analysis of the delivery of the DCRMS, and being responsible for the DCRs' certification progress and compliance.

In all appellate matters, the Contractor will provide the Thirteenth Judicial Circuit's Contract Manager or Contract Manager's Designee, with a copy of each of the following:

- Reporter's Acknowledgment as required by Rule 9.200(b)(3), Florida Rules of Appellate Procedure; and
- Any request(s) for extension of time sought in accordance with Rule 9.200(b)(3), Florida Rules of Appellate Procedure.

Contractor will provide to the Thirteenth Judicial Circuit's Contract Manager, or Contract Manager's Designee, any response or Order on Extension issued by the appellate court immediately after such a response or Order on Extension has been issued.

Contractor will retain a copy of the complete verbatim printed or electronic certified transcript of all transcripts requested of all Proceedings in each of the Divisions of the Court in accordance with Rule 2.430, Florida Rules of Judicial Administration.

Prior to production of a transcript request, Contractor will promptly contact and notify by e-mail the Thirteenth Judicial Circuit's Contract Manager, or Contract Manager's Designee, when a Judge, legal staff, court program or department has requested a transcript that exceeds 25 pages. Until the Thirteenth Judicial Circuit's Contract Manager, or Contract Manager's Designee, approves the transcript request in the form of a return e-mail to the Contract Manager or Contract Manager's Designee of Contractor, the particular transcript that exceeds 25 pages will not be produced.

In all non-appellate transcript requests made by the Public Defender, State Attorney, or Private Court Appointed counsel, it is the responsibility of the Contractor, prior to the production of a text transcript, to offer the requestor an audio CD file of the proceeding in lieu of the text transcript. If the Public Defender, State Attorney or Private Court Appointed counsel declines acceptance of the audio CD file of the proceedings, the Contractor, prior to the production of a text transcript, will promptly contact and notify by e-mail the Thirteenth Judicial Circuit's Contract Manager or Contract Manager's Designee, for approval to proceed with the production of a text transcript.

The Contractor and Contractor Personnel will give priority to appellate transcription requests where delivery of an appellate transcript is specified by the Thirteenth Judicial Circuit as critical.

The Contractor and Contractor Personnel will give priority to appellate transcript requests as follows: Parental Notification of Abortion Act cases, Termination of Parental Rights (TPR), Juvenile Dependency cases, 3.850 cases, and felony appeals.

Contractor will provide a monthly transcription service invoice, the completed Uniform Invoice for Court Reporting Services form (Attachment 3), and supporting documentation for all non-appellate and appellate transcript requests as follows:

A Delivery Receipt form (as specified by the Thirteenth Judicial Circuit), signed by the requestor or requestor's designee, or when e-filed through the Florida E-File Portal, the completed process confirmation number, an e-mail or a transcript request form (as specified by the Thirteenth Judicial Circuit) for request of one (1) original transcript is the required supporting documentation for non-appellate transcript requests made by a judge, judicial assistant, staff attorney or designated representative, including 3.850 cases, and non-appellate requests made by the State Attorney's Office and the Office of the Public Defender.

A Delivery Receipt form (as specified by the Thirteenth Judicial Circuit), signed by the requestor or requestor's designee in requests for one (1) original transcript and a signed copy of the Order Appointing Counsel and Order to Incur Cost indicating the dates of the proceedings requested to be transcribed is required as supporting documentation for all non-appellate transcript requests made by a Private Court Appointed Attorney (criminal and civil cases) and the Office of Regional Civil Counsel (for Dependency/TPR cases only).

A Delivery Receipt form (as specified by the Thirteenth Judicial Circuit), signed by a clerk of the local Clerk of Court Appeals Office, and the E-file completed process confirmation number when e-filed through the Florida E-File Portal, for one (1) original transcript and two (2) copies,

including the Designation to the Court Reporter and a Supplemental Designation to the Court Reporter or an Amended Designation to the Court Reporter is filed when a request is made for an appellate transcript from the Office of the State Attorney or the Office of the Public Defender.

A Delivery Receipt form (as specified by the Thirteenth Judicial Circuit), signed by a clerk of the local Clerk of Court Appeals Office, and the E-file completed process confirmation number when e-filed through the Florida E-File Portal, for one (1) original transcript and two (2) copies, including a Supplemental Designation to the Court Reporter or an Amended Designation to the Court Reporter, which is signed by an assistant public defender in the Tenth Judicial Circuit's Office of the Public Defender, Bartow, Florida, when a request is made for purposes of appeal to the Florida Second District Court of Appeal.

A Delivery Receipt form (as specified by the Thirteenth Judicial Circuit), signed by a clerk of the local Clerk of Court Appeals Office, and the E-file completed process confirmation number when e-filed through the Florida E-File Portal, for one (1) original transcript and two (2) copies, including the Designation to the Court Reporter and a Supplemental Designation to the Court Reporter or an Amended Designation to the Court Reporter is filed, a copy of the Order Appointing Private Court-Appointed Counsel, where private counsel was originally hired and the defendant was subsequently declared indigent for costs for purposes of an appeal, and the request is made by Private Court-Appointed Counsel for an appellate transcript.

A Delivery Receipt form (as specified by the Thirteenth Judicial Circuit), signed by a clerk in the local Clerk of Court Appeals Office, and the E-file completed process confirmation number when e-filed through the Florida E-File Portal, for one (1) original transcript and two (2) copies, including the Designation to the Court Reporter and a Supplemental Designation to the Court Reporter or an Amended Designation to the Court Reporter is filed, a copy of the Order Appointing Appellate Counsel, when a request is made by the Office of Regional Civil Counsel, Private Court-Appointed Counsel or where private counsel was originally hired and the Respondent was subsequently declared indigent for the purposes of an appeal and the request is made by Private Court-Appointed Counsel or Office of Regional Civil Counsel (for Dependency/TPR cases only) for an appellate transcript.

G. TRAINING

The Contractor will provide qualified and trained individuals to perform the DCRTS with the ability and skill level to provide a timely verbatim and accurate transcript of the Multi-Media Court Record from all requested Proceedings.

H. TECHNOLOGY BACKUP SYSTEM

The Court's technology backup system includes all equipment and software necessary to provide digital reporting in case of an event that disables or prohibits the use of the courtroom digital court reporting system. The technology backup system will allow the court to proceed without interruption.

The technology backup system includes, but is not limited, to the following:

- A Flash Recorder
- Shotgun microphone system

I. ETHICS AND CONDUCT

The Contractor and Contractor Personnel will comply with all professional standards, rules of conduct, and training requirements established by Florida Statutes, Florida Rules of Court, the Florida State Court System, and all administrative orders issued by the Chief Judge of the Thirteenth Judicial Circuit.

The Contractor and Contractor Personnel are officers of the court as defined in the Florida Rules of Judicial Administration, Rule 2.535 (g), and must comply with any rules and administrative orders promulgated and established by the Florida Supreme Court, all orders issued by the Florida District Courts of Appeal and all Administrative Orders issued by the Chief Judge of the Thirteenth Judicial Circuit relating to the performance of the Service.

J. PROPOSAL PROCESS

1. Calendar of Events

Date	Action
<i>March 18, 2018</i>	Notice ITN to Prospective Contractors and Advertisement on Thirteenth Judicial Circuit Web Site
<i>March 28, 2018 5:00 p.m. Eastern Standard Time</i>	Deadline for Receipt of e-mail questions from potential contractors. Direct questions to: Janice Albury Administrative Office of the Courts Thirteenth Judicial Circuit E-mail: alburyjr@fljud13.org Telephone: 813-272-6881
<i>April 6, 2018</i>	Written Responses to questions issued via e-mail.
<i>April 18, 2018 5:00 p.m. Eastern Standard Time</i>	Deadline for Receipt of Proposals: Janice Albury Administrative Office of the Courts Thirteenth Judicial Circuit 800 Twiggs Street, Room 604 Tampa, FL 33602 (see instructions in Section J. 7.)
<i>To be determined</i>	Complete Review of proposals
<i>To be determined</i>	Begin Negotiations, if necessary
<i>To be determined</i>	Posting of Intent to Award Contract

2. Contact Information Regarding Invitation to Negotiate

This Invitation to Negotiate (ITN) is issued for the Administrative Office of the Courts, Thirteenth Judicial Circuit.

a. Offer(s) during this procurement should be sent to:

Janice Albury
Administrative Office of the Courts
Thirteenth Judicial Circuit
800 Twiggs Street, Room 604
Tampa, FL 33602

and

alburyjr@fljud13.org

b. Contact for Questions Regarding Invitation to Negotiate

The contact individual for the submission of questions regarding this Invitation to Negotiate or for clarification requests is:

Janice Albury
Administrative Office of the Courts
Thirteenth Judicial Circuit
alburyjr@fljud13.org
813-272-6881

3. Restrictions on Communications with Court Personnel

Contractors shall not communicate with any judge or court staff concerning this Invitation to Negotiate. Violation of this requirement may result in the rejection of the submitted proposal.

4. Cost of Proposal Preparation

All costs associated with the development and submission of a proposal, Contractor question(s), and transmittal letter are fully the responsibility of the Contractor.

5. Sub-Contracting

A Contractor who elects to sub-contract any part of this project will be fully accountable for Contractor Personnel's responsibilities and deliverables tied to the Service. Contractor will define the Contractor Personnel's scope of work as strictly defined in Section A through I of this Invitation to Negotiate.

6. Independent Price Determination

A Contractor must not collude, consult, communicate, or agree with any other Contractor regarding this Invitation to Negotiate as to any matter relating to the Contractor's cost proposal.

7. Organization and Submission of Proposal

A Contractor's proposal must be submitted as described in Section K. Each proposal must include a signed copy of ITN Bidder Acknowledgement Form, included as Attachment 1. All proposals must be submitted both electronically and by hard copy to the addresses provided in Section J. Hard copies of the proposal must be submitted as

one (1) bound original, clearly marked as the original, and five (5) bound copies under sealed cover.

The proposal must be received at the specified addresses provided in Section J in this Invitation to Negotiate no later than 5:00 p.m., Eastern Standard Time (EST), April 18, 2018. Any proposal received after 5:00 p.m., EST, April 18, 2018, will be rejected and returned unopened to the Contractor.

The outside cover of the package containing the original and copies of the proposal will be marked as follows:

(Name of Contractor)
Thirteenth Judicial Circuit
Administrative Office of the Courts
Invitation to Bid
For:
Digital Court Reporting Transcription Service
ITN 18/19-001

Each proposal submitted in response to the Invitation to Negotiate will remain binding on the Contractor for a period of 160 days after the proposal due date.

8. Withdrawal of a Proposal

A Contractor may withdraw a proposal by written notice to the Thirteenth Judicial Circuit on or before the exact time and date specified for the receipt of the Proposals in Section J of this Invitation to Negotiate. Such notice is to be submitted to the Thirteenth Judicial Circuit's contact person at the address specified in Section J in this Invitation to Negotiate.

9. Receipt of Proposal

Each proposal will be dated, time marked and logged by the Thirteenth Judicial Circuit, as received. Each proposal will also be examined to verify that it is properly addressed and sealed. Any proposal received after the deadline will be rejected and returned unopened to the Contractor.

10. Review of Responses

The Thirteenth Judicial Circuit at its discretion reserves the right to accept or reject all submissions to waive any informalities or irregularities in submissions and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the Thirteenth Judicial Circuit even though not the lowest bid. If a proposal is selected it will be based on the Contractor's experience, qualifications and capabilities, quality of the service, specifications, and proposed costs to provide the specified Service and other factors which the Thirteenth Judicial Circuit may consider.

11. Lost Proposals

The Thirteenth Judicial Circuit is not responsible for lost or late arriving proposals due to mishandled or undelivered postage packages by the Contractor's selected courier or delivery method.

12. Negotiation Process

The Thirteenth Judicial Circuit reserves the right to negotiate among select Contractors to obtain their best and final offer. The Thirteenth Judicial Circuit reserves the right to return a proposal submission to a Contractor for further clarification and negotiation until completion.

13. Award

The Thirteenth Judicial Circuit reserves the right to award the Service to a select Contractor. The Thirteenth Judicial Circuit reserves the right to not award the Service.

K. PROPOSAL PREPARATION

1. Introduction

The proposal submitted by a Contractor must be organized according to the following specifications:

- a. The proposal must be single-spaced and have separate parts, each clearly labeled corresponding to each section of the solicitation. The information to be contained in each part is described in Section K. 2. - Proposal Requirements.
- b. The absence of information or the organization of the information in a manner inconsistent with the requirements in the Invitation to Negotiate may result in the rejection of the proposal.
- c. Requests for extension of the deadline for proposal submission will not be granted. It is the Contractor's sole responsibility to have the proposal delivered timely.
- d. Proposals – both the original and 5 copies – must be on standard 8 ½” x 11” paper and spiral bound and subdivided so each section corresponds to the information headings identified in Section K. 2. – Proposal Requirements.
- e. Proposals submitted electronically must be in Microsoft Word 2003 or greater. Following the electronic submission and receipt of the proposal submission, the Contractor will receive an electronic notice of acknowledgement of receipt of proposal.
- f. Proposals will be limited to 25 PAGES in length, unless prior approval has been obtained from the Administrative Office of the Court, Thirteenth Judicial Circuit. Proposals will not be evaluated on length, but rather on quality, clarity and depth of the submission.

2. Proposal Requirements

DIGITAL COURT REPORTING TRANSCRIPTION SERVICE QUALIFICATIONS

Each Contractor's proposal must be titled "Digital Court Reporting Transcription Service" and be organized as specified above. Each section shall correspond to the information headings identified in Section K. 2. – Proposal Requirements and contain the information and documentation specified below:

FINANCIAL INFORMATION

The financial status section must include information detailing the service(s) provided by the Contractor, current financial position, and the financial position of any related subsidiary corporation(s) or company(s). The Contractor must provide a URL referencing most recent audited financial statements which can be submitted electronically, or the Contractor can provide copies of the statements. In addition, Contractor is requested to provide the most recent Dun and Bradstreet reports (or equivalent) for the company, its partners, subsidiaries and any proposed subcontractors expected to perform more than five percent of the service.

REFERENCES

Provide in the submission, a list of references (no more than three) where similar service(s) were provided by the Contractor within the past five (5) years.

EXECUTIVE SUMMARY

This section will summarize the Contractor's understanding of the Service and proposed solution and shall provide pertinent information about the Contractor including:

- a. Description of the Contractor firm's primary business, including any description of service(s) related to or provided to the courts.
- b. Two references where the Contractor has performed Service(s) relative to any court or court system, including a detailed description of the Service(s) or project(s).

MANAGER/SUPERVISOR QUALIFICATIONS

This section shall identify the qualifications of the person to whom the Contractor will assign the responsibility for the overall coordination and management of the Service. The Contractor will identify a manager/supervisor who will have local on-site responsibility for the delivery of the day-to-day Service. The Contractor and Contractor Personnel (if applicable) will submit the curriculum vitae or resume of the manager/supervisor and a description of no less than two projects in which this manager/supervisor held a similar position of responsibility. Include the name, address, and telephone number of a contact person, manager or supervisor for whom the project or Service was conducted. Upon presentation of the manager/supervisor's curriculum vitae or resume to the Thirteenth Judicial Circuit, by Contractor or Contractor Personnel (if applicable) at any time during this ITN 18/19-001 and the Agreement for Digital Court Reporting Transcription Service, the Thirteenth Judicial Circuit reserves the unilateral

right to accept or reject the Contractor or Contractor Personnel’s proposed candidate for the position of manager/supervisor responsible for the Service.

CONTRACTOR AND CONTRACTOR PERSONNEL

- a. A description of the Contractor or Contractor Personnel’s primary business, including any description of service related to or provided to a court.
- b. Two references where the Contractor or Contractor Personnel has performed Service(s) relative to any court or court system, including a detailed description of the Service(s).
- c. Identify the individual(s) to whom the Contractor will assign the responsibilities for the Service. The Contractor must provide the overall coordination and management of the Service performed by Contractor Personnel and assumes full responsibilities for the local on-site day-to-day management and performance of the Service by Contractor Personnel.

L. COST OF SERVICE

The Contractor will delineate its price structure in the Cost Projection Sheet, located on Page 37 of 38 as Attachment 2, with the following information:

a. Group A – Coordination, Management and Delivery of the Service

- The Cost Projection Sheet for DCRTS for both appellate and non-appellate transcript pages (even if any person tries to define it as a daily, next day, expedited, original or regular) will be provided at a per page rate, which includes an original and two (2) copies for appellate transcripts and one (1) original for non-appellate transcripts. The cost for additional copies of an original transcript previously prepared will be provided at a per page copy rate.
- The cost of coordination and delivery of both appellate and non-appellate transcript pages will include the management of the DCRTS.

M. EVALUATION CRITERIA

The evaluation criteria of proposals will include, but is not limited to the following:

Element	Factor	Points
A	Contractor’s (including Contractor’s Personnel, if applicable) experience in the coordination, management, and delivery of the Service.	
B	Qualifications of proposed Contractor’s (including Contractor Personnel, if applicable) ability to provide the Service pursuant to the needs and specifications of the Court.	
C	Proposed costs for the coordination, management, and delivery of the Service as delineated in the Cost Projection Sheet.	

D	Contractor's ability to timely develop, implement, operate and manage the Service.	
E	Clarity, conciseness, comprehensiveness, and quality of the submitted proposal.	

N. POSTING

The results of the negotiation process may be posted on the Thirteenth Judicial Circuit's website located at <http://www.FLJUD13.org>.

O. EVALUATION COMMITTEE

The Administrative Office of the Courts, Thirteenth Judicial Circuit, will appoint a committee consisting of judges and court administration staff to review and evaluate the submitted proposals.

P. TERMS AND CONDITIONS

1. The Thirteenth Judicial Circuit will provide the infrastructure which consists of all elements necessary to interconnect and operate the integrated digital court reporting system to capture, maintain, manage and store the Multi-Media Court Record for all designated proceedings. These elements include, but are not limited to: hardware, software and associated peripherals utilized to operate the digital court reporting system in all designated courtrooms. The Thirteenth Judicial Circuit will own and retain the complete verbatim Multi-Media Court Record. The Thirteenth Judicial Circuit will retain the Multi-Media Court Record as a digital file in a format capable of playback and reproduction of the audio file or as a downloadable audio file directly from the circuit's web server or audio/meta data file via CD for distribution and subsequent production of a transcript by a transcriptionist.

The Thirteenth Judicial Circuit will own and retain all title, copyright and other proprietary rights in the intellectual property.

The Contractor, Contractor Personnel (if applicable) and the Thirteenth Judicial Circuit agree that the Contractor will provide the Digital Court Reporting Transcription Service.

2. The Contractor will maintain all records made or received in conjunction with its duties and obligations under the Contract in accordance with Florida Rule of Judicial Administration 2.420. Violation of this provision will be grounds for termination of the Contract.
3. This Agreement will begin on July 1, 2018, or when signed by both parties, whichever is later, and shall terminate on June 30, 2019, unless canceled or terminated as provided herein. The Contract may be renewed at the sole discretion of the Trial Court Administrator for an additional period up to 36 months after the initial contract term.
4. This Agreement is subject to and contingent upon the availability of State funding. Any performance by the Thirteenth Judicial Circuit under this Agreement is contingent upon the availability of funds appropriated to the Thirteenth Judicial Circuit by its funding source. The Thirteenth Judicial Circuit's current funding source is the State of Florida.

If the State of Florida fails to appropriate sufficient funds specifically for the purposes of funding the Services in this Agreement or demands a reduction in the Thirteenth Judicial Circuit's budget, the Thirteenth Judicial Circuit and the State of Florida will have no obligation to pay or perform under this Agreement.

5. At any time during the term of the Contract as referenced in Section 4 above, the Thirteenth Judicial Circuit may direct the Contractor and Contractor Personnel (if applicable) to change the Service method delivery as enumerated in Section L - Cost of Service.
6. During the entire term of this ITN 18/19-001 and the Agreement referenced in Section 4 above, Contractor and Contractor Personnel (if applicable) will not alter or change the Service delivery, Service Levels or the Cost of Service.
7. Any decision or plans on the part of the Contractor and Contractor Personnel (if applicable) to alter or change the Service delivery, Service levels, or Cost of Service will be submitted in writing for consideration by the Thirteenth Judicial Circuit. Any alteration or change in the Service delivery, Service Levels, or Cost of Service will require the approval of the Thirteenth Judicial Circuit, and formalized via the execution of an Addendum to the ITN 18/19-001 and the Agreement referenced in Section 3 by the Thirteenth Judicial Circuit and Contractor.
8. The Contractor and Contractor Personnel must provide the Service in accordance with this Contract. The Contractor and Contractor Personnel will be in non-compliance with this Contract by failing to:
 - accept 100% of digital court reporting requests for transcript production;
 - provide and perform transcription services for all Divisions of the Court as specified by the Thirteenth Judicial Circuit.
 - adhere to the critical delivery schedule for production of appeals, parental notification of abortion act cases, termination of parental rights (TPR), juvenile dependency, 3.850 cases, and felony appeal transcripts;
 - fully comply with any and all terms and conditions set forth in ITN 18/19-001.
9. Penalties for non-compliance with this Contract include, but are not limited to:
 - reduction in the amount owed by an amount up to 100%;
 - imposition of Court sanctions; and
 - termination of the Contract.

Q. APPENDICES

The Florida State Courts System – Instructions to Respondents, identified as Appendix A and The Florida State Courts System – General Conditions for Services, identified as Appendix B are incorporated into this ITN. Contractors must comply with Appendices A and B of this ITN.

APPENDIX A
Florida State Courts System
Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions
5. Conflict of Interest
6. Convicted Vendors
7. Discriminatory Vendors
8. Respondent's Representation and Authorization
9. Performance Qualifications
10. Public Opening.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records
18. Protests

1. Definitions. The Florida State Courts System Purchasing Directives govern Procurement within the Judicial Branch. Along with the definitions in Section C of the ITN, we adopt the definitions found in s. 60A-1.001, F.A.C. and both shall apply to this agreement and ITN. The following additional terms are also defined:

(a) **“Court”** is a term interchangeable with and used to reference the Thirteenth Judicial Circuit.

(b) **“Procurement Officer”** means the Thirteenth Judicial Circuit as identified in Section J of this ITN.

(c) **“Respondent”** means the entity that submits materials to the Court in accordance with Section L of this ITN.

(d) **“Response”** means the material submitted by the respondent in answering this solicitation.

(e) **“Calendar of Events”** lists the critical dates and actions required which are included in Section J of this ITN.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained in this ITN and prepare responses accordingly.

3. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Terms and Conditions
- Cost of Service
- Scope of Work – Digital Court Reporting Transcription Service
- Training
- Work Flow Processes For Digital Court Reporting
- Standardized Annotations of the Thirteenth Judicial Circuit
- Proposal Process
- Proposal Preparation
- Ethics and Conduct

The Court objects to and will not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and

conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

4. **Questions.** Respondents will address all questions regarding this solicitation to Janice Albury, Administrative Office of the Courts (see Section J). Questions will be answered in accordance with the Calendar of Events. All questions submitted will be published and answered in a manner that all respondents will be able to view. Respondents must not contact any other employee of the Court or the State for information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.
5. **Conflict of Interest.** This solicitation is subject to Chapter 112 of the Florida Statutes. Respondents must disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
6. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid of contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases or real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant, under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.
7. **Discriminatory Vendors.** Any entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, subcontractor, or

- consultant under a contract with any public entity; or
- transact business with any entity.

8. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent must submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) 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.
- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- 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.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor will they be disclosed before the solicitation opening.
- The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in Section 287.133 (1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a federal, state, or local government transaction or public contract; violation of federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

➤ Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the Thirteenth Judicial Circuit.
- The respondent has made a diligent inquiry of its employees, independent contractors, subcontractors, agents and assigns 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 response.
- The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

9. Performance Qualifications. The Court reserves the right to investigate or inspect at any time whether the qualifications and Service of the Contractor and Service offered by the Contractor Personnel meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability to perform the Service, as well as financial standing. If the Court determines that the conditions of the solicitation documents are not complied with, or that the Service proposed to be furnished does not meet the specified requirements, or that the qualifications, ability to perform the Service, and financial standing, are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in

respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 10. Public Opening.** Responses shall be opened on the date and at the location indicated on the Calendar of Events. Respondents may, but are not required to, attend other than in response to a specific Public Records Request. The Court may choose not to announce prices or release other materials pursuant to s. 119.071(b), Florida Statutes. Any person requiring a special accommodation because of disability should contact the Procurement Officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).
- 11. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Calendar of Events the Court will electronically post a notice of intended award at <http://www.fljud13.org>. If the notice of award is delayed, in lieu of posting the notice of intended award the Court will post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision must file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.
- 12. Firm Response.** The Court may make an award within one hundred twenty (120) days after the date of the opening during which period responses will remain firm and must not be withdrawn. If award is not made within one hundred twenty (120) days, the response shall remain firm until either the court awards the Contract or the Court receives from the respondent 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.
- 13. 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 respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 14. 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, technically, 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.

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

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

17. Public Records. Florida law generously defines what constitutes a public record; see, for example, Section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall 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 public records law; including, the specific statutory citation for such exemption.

18. Protest. Any protest concerning this solicitation must be made in accordance with Section 6.10 of the State Court System Purchasing Directives. Failure to file a protest within the time permitted by section 6.9, State Courts System Purchasing Directives, shall constitute a waiver of the right to protest.

APPENDIX B
Florida State Courts System
General Contract Conditions for Services

Contents

1. Definitions.
2. Invoicing and Payment.
3. Lobbying and Integrity.
4. Indemnification.
5. Limitation of Liability.
6. Suspension of Work.
7. Termination for Convenience
8. Termination for Cause.
9. Public Records Requirement.
10. Americans with Disabilities Act.
11. Section 508 Requirements.
12. Scope Changes.
13. Renewal.
14. Advertising.
15. Assignment of Contractor or Contractor Personnel.
16. Antitrust Assignment.
17. Dispute Resolution.
18. Employees, Independent Contractors, Subcontractors, Agents and Assigns.
19. Security and Confidentiality.
20. Contractor and Contractor Personnel.
21. Insurance Requirements

22. Warranty of Authority
23. Warranty of Ability to Perform.
24. Notices.
25. Modifications of Terms.
26. Waiver.
27. Availability of Funds.
28. Severability.
29. Right to Audit.
30. Rule of Interpretation.
31. Compliance with Federal and State Anti-Discrimination Legislation.
32. Compliance with Laws.

1. Definitions. The Florida State Courts System Purchasing Directives govern procurement within the Judicial Branch. The following additional terms are also defined:

(a) **“Contract”** means the enforceable agreement that results from a successful solicitation or other procurement. The parties to the Contract will be the Court and Contractor.

(b) **“Court”** means a State Court that will procure services directly from the Contractor.

2. Invoicing and Payment. Invoice submission for processing payment for digital court reporting transcription services will be rendered on the UNIFORM INVOICE FOR COURT REPORTING SERVICES form, attached hereto as Attachment 3, and must contain all the specific information requested therein. The Court may require any other information from the Contractor that the Court deems necessary to verify delivery of the Service under the Contract. Payment will be made in accordance with Section 215.422, Florida Statutes, which governs time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors may result in a delay in payment.

Contractors may view payment status by the State of Florida or payment history at <https://flair.dbf.state.fl.us/caspub/vnpayhst.htm>. The Office of State Court Administration (OSCA) is responsible for processing invoices under the Contract. The OSCA or Court’s failure to pay, or any delay in payment, will not constitute a breach of the Contract and will not relieve the Contractor of its obligations to the Court for the Service.

3. Lobbying and Integrity. The Contractor will not, in the performance of duties required under this Contract use funds provided by this Contract to lobby the legislature or any state agency. The Contractor must not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Court officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Court officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits, of money, services, employment, or contracts of any kind. Upon request of the Court’s Inspector General, or other authorized Court official, the Contractor must provide any type of information deemed relevant to the Contractor’s integrity or responsibility. Such information may include, but will not be limited to, the Contractor’s business or financial records, document, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract. The Contractor agrees to reimburse the Court for the reasonable cost of investigation incurred by the Inspector General or other authorized court official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the Court which results in the suspension or debarment of the Contractor. Such costs will include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any cost of investigations that do not result in the Contractor’s suspension or debarment.

4. Indemnification. The Contractor will be fully liable for all actions of its employees, independent contractors, subcontractors, agents and assigns and will fully indemnify, defend, and hold harmless the Court, its employees and agents, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its employees, independent contractors, subcontractors, agents and assigns; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor must fully indemnify, defend, and hold harmless the Court from any suits, actions, damages, and cost of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court will give the Contractor (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor will not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement action without the Contractor's prior written consent, which will not be unreasonably withheld. If any Service or product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Court the right to continue using the product or Service, the Contractor will remove the product or Service and refund the Court the amounts paid in excess of a reasonable value for past use. The Court will not be liable for any royalties. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party will be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. The first ten dollars paid on the awarded Contract for the Digital Court Reporting Transcription Service will constitute the specific consideration for the Contractor's indemnification of the Court.

5. Limitation of Liability. For all claims against the Contractor regardless of the basis on which the claim is made, the Contractor's liability for direct damages will be limited to the greater of \$100,000, the dollar amount of the Contract, or two times the charges rendered by the Contractor. This limitation will not apply to claims arising under the Indemnification Section of this agreement.

Unless otherwise specifically enumerated in the Contract, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies

available to it at law or equity and upon notice to the Contractor, retain such monies from the amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Contractor or its Contractor Personnel to the Court against any payments due the Contractor under any contract with the State.

- 6. Suspension of Work.** The Court in its sole discretion may suspend any or all activities under the Contract, at any time, when in the best interests of the State Court System and the Court is best served by doing so. The Court will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor will comply with the notice. Within ninety (90) days, or any longer period agreed to by the Contractor, the Court will either (1) issue a notice authorizing resumption of work at which time activity shall resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation except for work performed.
- 7. Termination for Convenience.** The Court, by written notice to the Contractor, may terminate the Contract in whole or in part when the Court determines in its sole discretion that it is in the Court's interest to do so. The Contractor will not furnish any continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.
- 8. Termination for Cause.** The Court may terminate the Contract upon 60 days written notice if the Contractor fails to abide by any of the terms or conditions of the Contract or if the Contractor fails to maintain adequate progress, thus endangering performance of the Contract. The Contractor will have 7 days after being notified of the Court's intent to terminate, to cure the breach identified by the Court. Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted deliverables were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.
- 9. Public Records Requirement.** The Court has the right to terminate the Contract, if Contractor refuses to allow public access to all documents, papers, letters or other materials made or received by the Contractor in conjunction with the Contract, unless the records are exempt under Florida Rule of Judicial Administration 2.420.
- 10. Americans with Disabilities Act.** Contractor should identify and deploy any Service or product(s) that may be used or adapted for use by visually, hearing, or physically impaired individuals.
- 11. Section 508 Requirements.** The Contractor must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and

part three of Chapter 282, Florida Statutes. These statutes establish a minimum level of accessibility to those who have disabilities.

- 12. Scope Changes.** The Court may unilaterally require, by written notice, changes that alter, add to, or deduct from the Service as specified under the Contract provided that such changes are within the general scope of the Contract. The Court may make an equitable adjustment in the Contract price or delivery method of the Service if the change affects the cost or time of performance. Such equitable adjustments in the performance of the Service shall not be unreasonably withheld.
- 13. Renewal.** Following the expiration of the initial Contract term between the Thirteenth Judicial Circuit and Contractor, the Trial Court Administrator will have the sole discretion to renew the Contract, in whole or in part, for an additional period up to 36 months after the initial Contract term. Any renewal will specify the renewal price, as set forth in the solicitation response and Contract. The renewal must be in writing and signed by the Trial Court Administrator and Contractor and is contingent upon satisfactory performance of the Service and subject to availability of funds.
- 14. Advertising.** The Contractor will not publicly disseminate any information concerning the Contract without prior written approval from the Court, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Court or otherwise linking the Contractor's name and either a description of the contract or the Court in any material published, either in print or electronically, to any entity that is not a party to the Contract.
- 15. Assignment of Contractor or Contractor Personnel.** The Contractor must not sell, assign or transfer any of its rights, duties or obligations without prior written consent of the Court. In the event of any sale, assignment, or transfer of Contractor or Contractor Personnel's rights, duties or obligations under the Contract, the Contractor remains secondarily liable for performance of the Contract, unless the Court expressly waives such secondary liability. The Court may assign the Contract with prior written notice to Contractor of its intent to do so.
- 16. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to the Service purchased in connection with this Contract.
- 17. Dispute Resolution.** Any dispute concerning performance and delivery of the Service pursuant to the Contract shall be decided by the Court or designee of the Court, who shall reduce the decision to writing and provide a copy to the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in the county the contract was executed; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- 18. Employees, Independent Contractors, Subcontractors, Agents and Assigns.** All Contractor employees, independent contractors, subcontractors, agents or assigns performing work under the Contract must meet the training and certification requirements as specified in

this ITN. Upon request, Contractor will furnish a copy of certification or proof of qualifications to provide the Service. All employees, independent contractors, subcontractors, agents or assigns performing work under the Contract must comply with all security and facility access, and administrative requirements of the Court. The Court will conduct, and the Contractor must cooperate in, a security background check on any and all employees, independent contractors, subcontractor, agents or assigns furnished by the Contractor to perform the Service. The Court may refuse access to, or require replacement of, any Contractor Personnel performing the Service under this Contract. Such action taken or requested by the Court shall not relieve the Contractor of its obligation and duties to perform the Service in compliance with the Contract. The Court may reject and bar from any court facility any of the Contractor's employees, independent contractors, subcontractors, agents or assigns.

19. Security and Confidentiality. The Contractor and Contractor Personnel must fully comply with and abide by all statutory authority governing specified proceedings as it relates to privacy and confidentiality requirements and procedures of the Court in performance of the Contract. The Contractor must not divulge to third parties any confidential or private information obtained by the Contractor or Contractor Personnel in the course of performing the Service. The Contractor must take appropriate steps with its Contractor Personnel to insure confidentiality. The Contractor warrants that all privacy and confidentiality requirements stated above in this paragraph will survive this Contract.

20. Contractor and Contractor Personnel. The Contractor and Contractor Personnel are not employees or agents of the Court. The Contractor, together with its employees, independent contractors, subcontractors, agents and assigns, shall remain independent Contractor under the Contract, and in no manner will they be deemed employees of the Court or State or deemed to be entitled to any benefits. During the term of the Contract, Contractor must maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

21. Insurance Requirements. During the term of the Contract, the Contractor at its sole expense will provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor must provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies will be through insurers authorized or eligible to write policies in Florida.

22. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to bind Contractor to this Contract.

23. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it

nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state government or the federal government. The Contractor will immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of this Contract.

- 24. Notices.** All notices required under the Contract will be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to: Administrative Office of the Courts, Thirteenth Judicial Circuit, Gina Justice, Trial Court Administrator. Notice to Contractor will be delivered to the signatories of the Contract. Either designated recipient of notice may notify the other, in writing, if someone else is designated to receive notice during the term of the Contract.
- 25. Modifications of Terms.** The Contract contains all the terms and conditions agreed upon by the Contractor and the Court. The Contract may only be modified or amended upon mutual written agreement of the Court and the Contractor. No alteration or modification of the Contract terms, including substitution of the Service will be valid or binding against the Court.
- 26. Waiver.** The delay or failure by the Court to exercise or enforce any of its rights under this Contract will not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 27. Availability of Funds.** The Court's performance and obligation to pay under this Contract are contingent upon the availability of funds appropriated to the Court by its funding source.
- 28. Severability.** If a Court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.
- 29. Right to Audit.** Records of expenses pertaining to all Services will be kept in accordance with generally accepted accounting principles and procedures. The Contractor must keep all records relating to the Contract in such a way as to permit their inspection pursuant to Florida Rule of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.
- 30. Rule of Interpretation.** All specific conditions will prevail over general conditions on the same subject.
- 31. Compliance with Federal and State Anti-Discrimination Legislation.** In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Contract, the Contractor will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, The Florida Civil rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

32. Compliance with Laws: The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the State Courts System purchasing directives shall govern the Contract. By way of further non-exhaustive example, the Contractor must comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap or marital status. Violation of such laws shall be grounds for Contract termination.

ATTACHMENT 1

THIRTEENTH JUDICIAL CIRCUIT COURT

VENDOR ACKNOWLEDGEMENT

ALL VENDORS SHALL COMPLETE AND RETURN WITH REPLY

Negotiation Number: ITN 18/19-001

Title: Digital Court Reporting Transcription Service

BY AUTHORIZED SIGNATURE, I HEREBY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE GENERAL CONDITIONS AS SET FORTH IN APPENDIX B OF THIS SOLICITATION DOCUMENT ARE AND REMAIN NON-NEGOTIABLE:

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Date: _____

ATTACHMENT 2

COST OF SERVICE – COST PROJECTION SHEET

Group A – Coordination, Management and Delivery of the Service	Flat Monthly Rate	Total Annual Cost
Appellate and non-appellate transcript pages (even if any person tries to define it as a daily, next day, expedited, original or regular) will be provided at a per page rate, which includes an original and two (2) copies for appellate transcripts and one (1) original for non-appellate transcripts, as well as the coordination, management and delivery of the DCRTS.	Original rate per page =	N.A.
The cost for additional copies of an original transcript previously prepared will be provided at a per page copy rate.	Copy rate per original page =	N.A.

ATTACHMENT 3

Uniform Invoice for Court Reporting Services

Invoice # _____

Vendor/ Contractor: _____
 Address: _____
 City/State/ZIP: _____
 Telephone: _____
 Social Security # or FEIN _____

FLAIR # _____

Month/Year: _____ Contract #: _____
 (Contract Expires: _____)
 Circuit: _____ County: _____

Part I: Appearances

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

Part II: Transcribed Proceedings

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

I attest the above information is true and correct.

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

*Unless total amount of services purchased is less than \$500 per fiscal year and no contract has been executed

This section to be completed by Court Administration:

Date Invoice Rec'd _____

Date Goods / Services Rec'd _____

Received by _____

Date Goods Inspected / Approved _____

Inspected / Appv'd by _____

Pursuant to s. 939.08, f.s., I certify these costs are just, CORRECT, AND REASONABLE AND CONTAINS NO UNNECESSARY OR ILLEGAL ITEM.

TRIAL COURT ADMINISTRATOR/DATE

Organizational Code:

2	2	2	0	1	3	0	0	1	2	9
---	---	---	---	---	---	---	---	---	---	---

Category:

1	0	5	4	2	0
---	---	---	---	---	---

EO:

C	K
---	---

Object Code:

1	3	1	4	0	0
---	---	---	---	---	---

Pay Amount:

\$	-
----	---