

**ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
COURT REPORTING SERVICES
REQUEST FOR PROPOSAL (“RFP”) # 2021-01**

**RFP for the provision of court reporting services
to
The Eleventh Judicial Circuit Court of Florida
(acting by and through the Administrative Office of the Courts)**

AMENDMENT TO ANNOUNCEMENT

DATE: July 30, 2021

Due to operational and logistical considerations, the Eleventh Judicial Circuit is amending and extending Court Reporting Services, RFP # 2021-01, **SCHEDULE OF EVENTS** as follows:

Advertisement of RFP	Friday, March 5, 2021
Question Submission Deadline	Wednesday, March 17, 2021
Pre-Proposal Conference	Monday, March 22, 2021 at 10:00 a.m. via zoom
RFP Submission Deadline	Monday, April 5, 2021
RFP Review Committee Meetings	Monday, April 5, 2021 Monday, August 9, 2021
	Thursday, April 8, 2021
	Monday, April 12, 2021 Monday, August 16, 2021
	Thursday, April 15, 2021
RFP Recommendations to Chief Judge	Monday, April 19, 2021 Wednesday, August 18, 2021
Contracts Awarded to Firms	Monday, May 3, 2021 Friday, September 3, 2021
Contracts Executed	Tuesday, June 1, 2021 Friday, September 17, 2021

Contracts Commence

~~Thursday, July 1, 2021~~
Friday, October 1, 2021

All other terms of the RFP initially posted on March 5, 2021 remain unchanged.

Attached to this amendment is the RFP originally posted on March 5, 2021 including the above changes.

**ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
COURT REPORTING SERVICES
REQUEST FOR PROPOSAL (“RFP”) # 2021-01**

**RFP for the provision of court reporting services
to
The Eleventh Judicial Circuit Court of Florida
(acting by and through the Administrative Office of the Courts)**

**Proposals are due no later than
Monday, April 5, 2021 @ 2:00 p.m. (EST)
to
Patricia Gladson, Esq.
General Counsel
Office of the General Counsel
at
RFP2021@jud11.flcourts.org**

**COURT REPORTING SERVICES FOR
THE ELEVENTH JUDICIAL CIRCUIT COURT OF FLORIDA
RFP #2021-01
SPECIFICATIONS**

1. BACKGROUND

The term “court reporting” has a common meaning for most people. “Court reporters” are commonly understood to be operators of stenographic machines. Technological advances, however, have led to the introduction of audio and video recording devices into courtrooms to capture the record. Florida Rule of Judicial Administration 2.535 generally covers the subject of Court Reporting. Specifically, Rule 2.535(h) requires the Chief Judge of each judicial circuit to develop an administrative plan for the provision of court reporting services provided at public expense. The Chief Judge is also responsible for ensuring that the record of court proceedings and testimony is properly taken and preserved. The funding of court reporting services is a State of Florida obligation.

2. PURPOSE

The purpose of this RFP is to solicit proposals in accordance with established purchasing procedures in a competitive process for the acquisition of court reporting services, funded at public expense, for court proceedings in the Eleventh Judicial Circuit of Florida (Miami-Dade County), effective ~~July 1, 2021~~ **October 1, 2021**.

3. INQUIRIES

- a. Any questions or requests for additional information regarding this RFP shall be **in writing, via email**, directed to:

Raul Mestri
Manager, Court Reporting Services
E-mail: rmestri@jud11.flcourts.org

- b. Proposed contractors are strongly encouraged to submit questions no later than **Wednesday, March 17, 2021**. Questions received prior to the deadline will be addressed at the Pre-proposal conference.
- c. Any clarification or additional information that may substantially affect the outcome of this RFP will be provided in the form of a written addendum and will be posted on the Court’s web site www.jud11.flcourts.org. If necessary, clarifications or additional information shall be issued by Court Administration. Unless issued in writing by Court Administration, nothing shall be binding upon this RFP.

4. SCHEDULE OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If Court Administration determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are Eastern Daylight Savings Time:

Advertisement of RFP	Friday, March 5, 2021
Question Submission Deadline	Wednesday, March 17, 2021
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Contracts Commence	Thursday, July 1, 2021 Friday, October 1, 2021.

5. PRE-PROPOSAL CONFERENCE

A pre-proposal conference shall be held on **Monday, March 22, 2021 at 10:00 a.m. via video conference using Zoom meeting ID Join Zoom Meeting**

<https://zoom.us/j/94713298236?pwd=UGsvU3ljQS80U3daellMVEZucXRmQT09&from=addon>

Meeting ID: 947 1329 8236

Passcode: 203386 One tap mobile

+17866351003,,94713298236#,,,,*203386# US (Miami).

All individuals and/or firms interested in providing court reporting services are encouraged to attend this pre-proposal conference to review the requirements of the RFP and to ask questions.

6. SCOPE OF WORK

- a. The awarded contractor shall perform or have performed, for the benefit of the Court, as required, court reporting services in the following designated areas requiring court reporting at public expense in accordance with the terms of this RFP and as assigned contractually:
 - i. Monitoring of digital recording of all Unified Children's Court, including transcription of these court proceedings, to include monitoring of equipment provided for child witness testimony, plus monitoring and transcription of General Magistrate section(s).
 - ii. Monitoring of digital recording of domestic violence proceedings, transcription of hearings for Domestic Violence Court, Unified Children's Court and Family Court plus monitoring and transcription of General Magistrate section(s)
 - iii. Monitoring of digital recording of child support (Title IV-D) and mental health proceedings (Juvenile and Adult Marchman Petitions and Baker Act) transcription of hearings for Probate, Unified Children's Court and Child Support Title IV-D plus monitoring and transcription of General Magistrate section(s)
 - iv. Stenographic and/or digital court reporting services in Circuit and County Criminal Divisions, in-Court proceedings, and other proceedings.
- b. Notwithstanding Contractor's court reporting assignment(s) as described above, the Court has the right to expand or reduce the number of judicial sections within any court division, or the number of court divisions, without any liability whatsoever for the impact the exercise of such a right has on awarded contractors above designated areas of assignment.
- c. The awarded contractor shall report and/or transcribe proceedings in the above designated areas of assignments, including scheduled and unscheduled emergency hearings held in chambers or courtrooms, which may involve, but

are not necessarily limited to, jury trials, non-jury trials, arraignments, motion hearings, and all other related matters as required by the Court.

- d. In the performance of the court reporting services required hereunder, awarded contractor shall be responsible for the following:
 - i. Maintenance of a verbatim record of all legal proceedings set forth herein, and provision of accurate transcripts in the format required by this RFP and the applicable Florida Rules of Judicial Administration, Florida Rules of Appellate Procedure, Local Rules and Administrative Orders. Unedited draft copies of transcripts shall be provided upon proper request.
 - ii. Retention of logs, notes, records and transcripts of court reporters, monitors, or scopists who are terminated, leave the court reporting firm, or are otherwise unavailable.
 - iii. Duplication onto drives, disks or other acceptable electronic storage devices of all notes taken by court reporters, in or out of court, shall be submitted, upon request, in an electronic format approved by the Courts to the Court Reporting Services Division of the Administrative Office of the Courts;
 - iv. Providing updated dictionaries, upon request, of stenographic matters.
 - v. Timely distribution of requested transcripts in accordance with applicable Court Rules and contract.
 - vi. Careful and professional maintenance of all court reporter files and records in accordance with all applicable Court Rules.
 - vii. Providing replacement court reporters for other court reporting contractors when they are unable to cover their designated assignments.
 - viii. Ensuring that court reporters are timely and that they maintain a professional appearance and demeanor while performing services for the Court. Moreover, the Court, at its discretion, may exclude individual reporters from providing services due to lack of performance or failure to timely provide transcript; and
 - ix. Producing copies of recordings in accordance with Supreme Court of Florida Administrative Order No. AOSC11-22 and the protocol established by the Court, to include:

1. Preventing the release of confidential information; the court's process for ensuring the accuracy of the recording; and certification of the recording for correctness.
2. Making available copies of audio/video recordings to attorneys of record, parties to a case, and self-represented litigants upon request so long as an acknowledgement is provided with the copy that states confidential information may be contained on the recording. Further dissemination of confidential information contained on the recording is prohibited, and violation of the prohibition against dissemination may subject the requestor to an action for contempt of court.
3. Making available copies of audio/video recordings to the public at large after review to ensure that matters protected from disclosure are kept confidential in accordance with court rule and Florida statute.
4. Awarded contractor shall provide transcripts in the following time frames, as applicable:
 - a. Appeals: full compliance with Florida Rule of Appellate Procedure 9.200.
 - b. REAL TIME - delivery within four (4) hours of proceeding's conclusion.
 - c. Overnight Copy - delivery by 9:00 am of the day following the proceedings.
 - d. All others - delivery within ten (10) business days, except in extraordinary circumstances.
 - e. Overnight and REAL TIME requests for Court ordered transcripts must receive prior written authorization from the Chief Judge or the Chief Judge's designee.
5. All court reporter notes and logs of Court proceedings shall be the property of the Court.

7. MINIMUM QUALIFICATIONS

- a. The awarded contractor will be required to certify reporters servicing the areas of the Court to satisfy the qualifications stated below and reporters' certifications will be maintained, in good standing, during the term of the contract. All documentation shall be made available to the Court within three (3) business days of executing the contract or date of hire. Thereafter, the awarded contractor will be required to provide the Court a certificate for each

new reporter providing services to the Court for each new reporter before the reporter is assigned. The certificate shall be made available within three (3) business days of the new reporter's assignment or date of hire.

- b. The qualifications criteria described below may be waived for court reporters with ten (10) years of verifiable experience with in-court reporting if supporting documentation is provided within the allotted time stated above.
- c. The awarded contractor should have available a minimum of 2.5 court reporters per courtroom assignment, sufficient support staff, and management and principals.
- d. Circuit and County Criminal, Unified Children's Court, Family Court, Domestic Violence Court, Probate, Child Support (Title IV-D), General Magistrates proceedings and in-court proceedings.
 - i. Each Court Reporter assigned to these areas of the Court shall:
 - 1. Possess a certificate in court reporting from an accredited court reporting school or college or be proficient in Computer Aided Transcription (CAT) court reporting or machine shorthand court reporting, if providing stenographic services; and/or
 - 2. Possess a Registered Professional Reporter (RPR) or other certification, through testing, from the National Court Reporters Association or other national or state court reporting association acceptable to the Court if providing Digital Court reporting; and
 - 3. Have a minimum of one (1) year of verifiable court reporting experience, including at least six months of courtroom experience in criminal, civil or other adversary proceedings. Court reporting experience encompasses reporting of any adversary proceeding before a judge or other presiding official and depositions.
 - 4. As well as be proficient in the use of electronic recording equipment and annotation procedures for adversary proceedings.
 - 5. Comply with State standards if the Supreme Court of Florida implements certification requirements for circuit court reporters, electronic court reporters/monitors and any administrative order issued by the Chief Judge of this circuit relating to electronic court reporting and transcription; and

6. In sections where digital recording is used, any court reporter not attending the scheduled training session must attend an online training session given by the Court on proper procedures for making a record. Upon completion of the training session, a copy of the court reporter's attendance shall be submitted to the AOC Court Reporting Manager within three (3) business days.

8. COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

- a. The Eleventh Judicial Circuit Court reserves the right to award one or more contracts to provide the required services as deemed to be in the Court's best interest. Any awarded contractor(s) will be required to provide the services herein strictly under a contractual relationship and is not, nor shall be, construed to be an employee of the Court. As an independent contractor, the awarded contractor(s) will be required to pay any and all applicable taxes required by law; 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 awarded contractor(s) will be responsible for all income taxes, FICA, and any other withholdings from its employees, or subcontractor's wages or salaries. Fringe benefits will be the responsibility of the awarded contractor(s) including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.
- b. As an independent contractor, the awarded contractor(s) will be responsible for hiring, compensating, supervising, and terminating members of its work force. It shall direct and control the manner in which work is performed including conditions under which individual court reporters will report; when, where, and the manner in which court reporters will report; and the job assignments of individual court reporters. It shall set the hours of work for members of its work force.
- c. Office space for purposes of managing contract services or otherwise fulfilling duties pursuant to the scope of work will not be provided. Office furnishings, supplies, expense, or other equipment will be the responsibility of the awarded contractor. Neither will the Court pay for any business travel, training, or continuing education expenses on behalf of the awarded contractor(s).
- d. Prior to commencing work, the successful proposer(s) will be required to sign a written contract incorporating the specifications and terms of this Request for Proposal and the response thereto. Any contract awarded as a result of the RFP shall begin on or about ~~July 1, 2024~~ **October 1, 2021**. The contract may

be renewed for a period not to exceed three (3) years. Renewal of the contract period shall be annually by mutual agreement in writing.

- e. The awarded contractor(s) will not be exclusively bound to the Court and may provide court reporting services to other private and public entities, provided such services do not conflict with the awarded contractor's contractual obligations to the Court.

9. SCHEDULE OF FEES

Contractor shall be compensated for the performance of court reporting services rendered hereunder, in accordance with the following Schedule of Fees:

a. Attendance – Division Calendars (Digital reporters)(including back-up calendars)

1. Morning Session (from 8:00 am to 12:30 pm)	\$90.00
2. Hourly Rate before 8:00 am	\$25.00/hour
3. Afternoon Session (from 12:30 pm to 5:00 pm)	\$90.00
4. Hourly Rate after 5:00 pm	\$25.00/hour

b. Attendance – Division Calendars (Stenography reporters)(including back-up calendars)

1. Morning Session (from 8:00 am to 12:30 pm)	\$125.00
2. Hourly Rate before 8:00 am	\$40.00/hour
3. Afternoon Session (from 12:30 pm to 5:00 pm)	\$125.00
4. Hourly Rate after 5:00 pm	\$40.00/hour

c. Attendance-Real Time

Real-Time Stenographic Reporting means stenographic notes immediately converted into English text and immediately displayed through litigation-support software on a computer screen at each of the tables for counsel and the judge's bench. Judges have instant access to the unofficial court record for purposes of review, and attorneys can annotate and highlight the uncertified transcript as it appears on the computer screen.

1. Morning Session (from 8:00 am to 12:30 pm)	\$250.00
2. Hourly Rate before 8:00 am	\$50.00
3. Afternoon Session (from 12:30 pm to 5:00 pm)	\$250.00
4. Hourly Rate after 5:00 pm	\$50.00

d. Transcripts (Digital/Electronic Recording)

Standard delivery-Ten Business Days

1. Original Page + 1 Copy + 1 Certified Electronic Copy	\$5.00
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2. Each Additional Copy per Page	\$1.10
Expedited delivery- Three Calendar Days	
1. Original Page + 1 Copy + 1 Certified Electronic Copy	\$6.50
2. Each Additional Copy per Page	\$1.10
Overnight (NEXT DAY by 9:00 a.m.)	
1. Original Page + 1 Copy + 1 Certified Electronic Copy	\$7.50
2. Each Additional Copy per Page	\$1.10

e. Transcripts (Stenography Recording)

Standard delivery- Ten Business Days	
1. Original Page + 1 Copy + 1 Certified Electronic Copy	\$5.00
2. Each Additional Copy per Page	\$1.10
Expedited delivery- Three Calendar Days	
1. Original Page + 1 Copy + 1 Certified Electronic Copy	\$6.50
2. Each Additional Copy per Page	\$1.10
Overnight (NEXT DAY by 9:00 a.m.)	
1. Original Page + 1 Copy + 1 Certified Electronic Copy	\$7.50
2. Each Additional Copy per Page	\$1.10

f. Court Requests For a Copy of Audio CD:

Upon receipt of a written Audio CD Request Form from a judicial officer for audio of any in court proceeding, the Contractor shall promptly comply.

1. Contractor may charge the Court a \$10.00 fee for an Audio CD request. However, no CDs will be provided by the Court to the Contractor. The Contractor must listen to all digital files for high quality audio and provide a copy to the Court within one (1) business day.
2. Contractor may not charge for audio that is transmitted via email.

g. For a Public Records Request, the Contractor must listen to all digital files for high quality audio and provide a copy to the Requestor, Court within one (1) business day.

h. Agreed Schedule of Fees

1. Contractor shall accept, as full compensation for all court reporting services that are provided hereunder, those charges set forth in the previous paragraphs as well as such charges which may be subsequently modified. The Court shall not pay the Contractor any

amount for court reporting services in addition to those set forth in the previous paragraphs, unless such amounts have been expressly approved in writing by the Court, as appropriate, and are consistent with the then current applicable Agreement. The acceptance by Contractor of final payment hereunder, whether or not such payment is made pursuant to any judgment or order of any court or otherwise, shall be and shall operate as a release to the Court, as applicable, from all claims and liability to Contractor for anything therefore done or furnished for or related to the provision of court reporting services or for any prior act, neglect, fault or default of the Court.

- i. Pursuant to § 215.422, F.S., the Court has fifteen (15) working days to inspect the documentation regarding the delivery of the goods and services provided by the Contractor, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Court or the date on which the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. Payment shall be based on the actual number of items provided in a given month multiplied by the appropriate unit price. The invoice should occur within 30 days of receipt of service.
- j. The Contractor agrees that under the provisions of this Agreement, Contractor may bill the Court, as applicable, periodically upon invoices certified by Contractor. All invoices shall be taken from the books of account kept by Contractor and shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the State Court System or OSCA.
- k. Invoices and transcripts in the format required by the Court and associated back-up documentation, shall be submitted to the following addresses:

For Felonies, Misdemeanors, and Traffic Divisions, Calendars, Back-up Calendars, Real Time, Digital/Electronic:

Eleventh Judicial Circuit of Florida
Administrative Office of the Courts
ATTN: AOC Director of Operations
Richard E. Gerstein Building
1351 N.W. 12th Street, Room 7100
Miami, Florida 33125

Unified Children's Court (formerly Juvenile Delinquency, Juvenile Dependency, and Unified Family Court):

Eleventh Judicial Circuit of Florida
Administrative Office of the Courts
ATTN: AOC Director of Operations
Miami-Dade County Children's Courthouse
155 N.W. 3rd Street, Room 1-335
Miami, Florida. 33128

1. The Court, on its behalf, will initiate payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre- and post-audit. The invoice must include the nature of the services performed, the identity of the person performing the services and the amount of time expended in performing the service. Payment will be made pursuant to Section 215.422, Florida Statutes.
2. Inquiries of past due invoices or billing concerns shall be raised by the Contractor no later than 60 days from the date of the invoice.

10. CANCELLATION/TERMINATION

- a. The Court will reserve the right to cancel the contract, and all extensions or renewals, without cause upon no less than a thirty (30) calendar day notice, in writing, to the other party unless a shorter time is mutually agreed upon, in writing.
- b. In the event funds for payment, pursuant to the contract, become unavailable, the Court, may terminate the contract upon no less than a twenty-four (24) hour notice, in writing to the contractor. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of the contract, the contractor will be compensated for any work satisfactorily completed.
- c. The Court may also terminate the contract for the contractor's non-performance or deficient performance. A waiver of breach of any provisions of the contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of the contract. The provisions in the Cancellation/Termination section of the contract will not serve as a limitation on the Court's right to remedies at law or in equity. Contractor and the Court will agree that each requirement, duty, and obligation set forth in the contract is substantial and important to the formation of the contract and, therefore, is a material term hereof.

- d. A written notice of termination must be delivered by U.S. Postal Service, certified mail, or any expedited delivery service providing verification of delivery or by hand delivery to the appropriate party(ies) or its representative(s).
- e. Upon termination of the contract, the Contractor will be required to submit to the Court, as applicable, a standard invoice solely for court reporting services rendered and authorized up to the date of such termination. If termination occurs pursuant to the Cancellation/Termination provision in the contract, Contractor shall not be entitled to compensation or payment by the Court, except for services rendered up to the date of termination.

11. NONCOMPLIANCE

- a. The awarded contractor will be considered in noncompliance of the contract if the contractor, or any court reporter associated with contractor's business, fails to: provide accurate transcripts in the time frame in the contract; provide replacement court reporter(s) or additional court reporter(s) at all assigned proceedings in a timely manner; provide transcripts in the format required by the applicable Florida Rules of Judicial Administration, Florida Rules of Appellate Procedure, Local Rules and Administrative Orders; or fails to fully comply with other provisions of the contract. Upon noncompliance with the terms and conditions of the contract and failure by the awarded contractor to remedy with prompt and full performance, the Court, as applicable, can exercise the right to any or all of the following actions:
 - i. The Court may require a meeting with the awarded contractor to review performance problems.
 - ii. The awarded contractor will be subject to financial and other consequences provided in the contract.
 - iii. Unilateral engagement and assignment of replacement and/or additional qualified court reporters in accordance with the contract.
 - iv. Suspension or termination of the contract upon written notice.
 - v. Other appropriate remedies, including, but not limited to, imposition of Court sanctions.
- b. For the purposes of the contract, accurate transcriptions are defined as those with not more than one (1) error per ten(10) pages, excluding proper nouns; and an appearance in a timely manner is defined as a court reporter being present, able and ready to work, in accordance with the Court's Pre-Courtroom Procedures.

- c. At the discretion of the Court, an individual reporter may be excluded from providing services, including, but not limited to, the failure to provide accurate transcripts, unsatisfactory performance, late transcripts, overdue transcript requests or billing irregularities. If this occurs, the Court Reporting Manager must be notified of any action.
- d. If the contract is terminated for non-compliance, the awarded contractor would be able to re-apply during the next RFP process as long as the awarded contractor has demonstrated the areas of deficiencies have been remedied.

12. INSURANCE AND BONDS

- a. The awarded contractor(s) must not commence any work in connection with the agreement until obtaining all required liability insurance. The awarded contractor must keep all insurance policies current throughout the period of the contract and subsequent renewals thereof.
- b. All insurance policies and bonds shall be issued by insurers licensed to do business in the State of Florida holding a current certificate of authority, and who shall have a minimum rating of B as listed in "Best's Key Rating Guide" published by the A.M. Best & Company, Inc.
- c. All insurance policies required herein shall be without any deductible amount and name the Eleventh Judicial Circuit Court as an additional insured. All insurance policies shall contain language requiring thirty (30) days prior written notification to the Court of any changes in any policy or of any non-renewal or cancellation of any policy.
- d. The awarded contractor(s) will be required to immediately report in writing to the Trial Court Administrator, any incident that might reasonably be expected to result in a claim under any of the coverage required herein.
- e. The awarded contractor(s) will be required to procure and maintain insurance of the type and in the minimum amount stated below:

Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protections for the Contractor and the individuals to be served under this Contract, including but not limited to general liability insurance, worker's compensation insurance, and commercial automobile liability coverage. This responsibility continues during the existence of this contract and any renewal(s) and extension(s). Within five (5) business days of the execution of this Contract, the Contractor will furnish to the Contract Manager written verification of the existence of such insurance coverage. Such coverage may be provided by a

self-insurance program established and operating under the laws of the State of Florida.

Providing and maintaining continuous adequate insurance is a material obligation of the Contractor. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Court reserves the right to require additional insurance as specified in the Contract.

13. INDEMNIFICATION

- a. The awarded contractor will be liable for and indemnify, defend and hold the Court and all of its officers, agents, and employees harmless from all claims, suits, judgments or damages, including attorneys' fees and costs, arising out of any act, actions, neglect or omissions by the awarded contractor, its agents or employees during the performance or operation of the Contract or any subsequent modifications thereof.
- b. The awarded contractor's inability to evaluate its liability or its evaluation of liability shall not excuse the awarded contractor's duty to defend and to indemnify, within seven (7) days after notice by the Court by certified mail, return receipt requested, by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the awarded contractor not liable shall excuse performance of this provision. The awarded contractor shall 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 awarded contractor of a claim shall not release the awarded contractor from these duties. The awarded contractor shall not be liable for the sole negligent acts of the Court.
- c. For all claims by the Court against the awarded contractor, regardless of where the claim is filed, the awarded contractor's liability for direct damages will be the value of the contract, not to exceed the total amount paid to the vendor for services rendered under the contract at the time of the claim.
- d. No party will be liable for special, indirect, punitive or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised no such damages are possible.

- e. No party will be liable for lost profits, lost revenues or lost institutional operating savings.
- f. The awarded contractor is an independent contractor and not an agent or employee of the Court or State of Florida.
- g. The awarded contractor expressly understands and agrees any insurance protection required by the Contract or otherwise provided by contractor shall, in no way, limit the responsibility to indemnify, keep and save harmless and defend the Court or its officers, employees, agents and instrumentalities, as herein provided. All required documents must be attached to each original contract.

14. SUBMITTAL REQUIREMENTS

- a. Proposals shall be typed on white letter-size paper and each element of the RFP shall be addressed in a clear, concise manner. Each element shall be labeled and indexed. Proposals shall be submitted electronically with the number of attached pages identified in the body of the email.
- b. Proposals shall be submitted:

Monday, April 5, 2021 to

**Patricia Gladson, Esq.
General Counsel
Office of the General Counsel
at
RFP2021@jud11.flcourts.org**

Subject line: "RFP #2021-01, COURT REPORTING SERVICES"

- c. Proposed contractor will receive an automatic reply acknowledging receipt of the email, followed by another email within 3 business days confirming the number on pages received.
- d. Any proposal received after the advertised deadline will not be considered for award.
- e. Failure to submit all required documents will be deemed nonresponsive and the proposal will not be considered for award.
- f. Proposal production costs are the responsibility of the proposers.

15. PROPOSAL CONTENT

a. Proposals shall not exceed 25 pages in length, exclusive of required forms or attachments, and contain, at a minimum, the following information:

i. **Proposer Information:**

- (1) Proposer'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.
- (2) Length of time in business.
- (3) Location(s) of business operations.
- (4) Firm's qualifications.
- (5) Qualifications and experience of corporate officer(s) and/or key personnel.
- (6) Proposed staffing: Name, qualifications (resume) and certifications of each court reporter proposed to staff the court.
- (7) Description of support staff.
- (8) Evidence of meeting qualification requirements set forth herein.
- (9) Current financial statement, including at a minimum, income statement and balance sheet; however, audited financial statements are preferred.
- (10) Dates of prior contracts, if any, with the Eleventh Judicial Circuit. Include length of time and reason for termination.
- (11) Details of any change in ownership, if prior owner was known to have a contract with the Eleventh Judicial Circuit.
- (12) Description of Court Reporting storage and retention procedures; and
- (13) Updated W-9.

- ii. **Statements:** Include a statement indicating an understanding of the scope of services and the requirements thereof.
- iii. **Technology Plan:** Include a description of CAT and other computer equipment used in the performance of duties, including hardware, software, and backup and support services. Please provide a statement of the proposed contractor's ability to meet the technology requirements set forth in the assigned Agreement.
- iv. **Quality Assurance Statement:** 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; plan(s) for hiring, training, continuing education, and performance evaluation of employees.
- v. **Conflict Disclosure:** Include the name(s) of any employee or officer of the Eleventh Judicial Circuit Court of Florida who owns, directly or indirectly, an interest of 5% or more in the firm. Also, include the name(s) of any employee, officer, or agent of the firm that has any conflict of interest associated with this project. See Conflict of Interest Disclosure Form, appended hereto as Exhibit "A".
- i. **References:** Include the name, address, e-mail address, and telephone number of at least three (3) clients for whom similar services are performed, as well as the duration of time services were performed.

16. EVALUATION OF PROPOSALS

- a. **Review Committee:** A Review Committee, consisting of five (5) members will evaluate all proposals. The Review Committee reserves the right to request interviews of any or all respondents as may be necessary toward a fair and equitable proposal evaluation. The Review Committee will make a recommendation for award to the Chief Judge and Trial Court Administrator.
- b. **Evaluation Criteria:** Evaluation criteria will include, but will not be exclusive of, the following:
 - Staffing plan: minimum qualifications of personnel as set forth in Section 7 of this RFP. (45 points)
 - Technological capabilities and support (45 points)
 - Financial viability: profitability, liquidity, and financial stability. Analysis of leverage ratios, to include but are not limited to, industry, economic

conditions, and the risk of the procurement associated with a proposed contract. (7 points)

- Quality of References (3 points)

17. ADDENDA

Any clarifications 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 "Request for Proposal" page which can be accessed from the Eleventh Judicial Circuit's website at www.jud11.flcourts.org under section titled "ADDENDA."

18. PROTEST PROCEDURES

Judicial branch purchasing, including procedures, and proceeding relating to bid protests, are governed by the State Courts System Purchasing Directives. The judicial branch is not encompassed within chapter 287, Florida Statutes, statutory bid requirements, or section 120.57(3), Florida Statutes, administrative proceeding relating to protests to contract solicitations or awards. The proposer is hereby placed on notice requirements specific to the judicial branch, as follows:

1. Judicial branch purchasing requirements, as specified in the State Courts System Purchasing Directives, supersede and control over any General Conditions stated in the Request for Proposal.
2. State Courts System Purchasing Directives can be accessed through the Florida Courts web site at: www.flcourts.org: Judicial Administration, "Purchasing."
3. State Courts System Purchasing Directive pertaining to bid protest procedures and proceeding can be accessed within the Directives, Section 6.10 Protest Procedures, and are incorporated in the Request for Proposal General conditions.

Exhibit "A"

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that:

1. I _____ (*name*) am the _____
(*title*) and the duly authorized representative of (*Firm name*) _____
whose address is _____
_____; and
2. I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
3. Except as listed, no employee or officer of the Court owns an interest of 5% or more in the firm, and no employee, officer, or agent of the firm has any conflict of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
4. This proposal is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS: (Attach list of exceptions) (If none, so state)

Signature Printed Name

Firm Name Date

Sworn to and described before me this _____ day of _____,
20_____

Personally known _____ OR produced identification

(Type of Identification)

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)