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## **SECTION 1. INTRODUCTION**

### **1.1 Request for Proposal**

The State of Florida Office of the Attorney General (OAG) issues this Request for Proposals (RFP) to establish a contract for Court Reporting Services. The solicitation will be administered through the Vendor Bid System (VBS). Respondents interested in submitting a Proposal must comply with all of the terms and conditions described in this RFP. Chapter 287 of the Florida Statutes governs the purchase of personal property and services by a state agency.

### **1.2 Solicitation Objective**

The objective of this RFP is to obtain offers from qualified vendors to provide Court Reporting Services to the State Agencies and Eligible Users described fully in the Statement of Work, Attachment B. The OAG intends to make multiple regional awards for each of the twenty (20) judicial circuits and/or regions throughout the State of Florida through the competitive solicitation process. However, the OAG reserves the right to award to one Respondent or multiple Respondents by circuit and/or region, or to make no award, as determined to be in the best interest of the State.

Proposals will only be considered from Respondents normally engaged in providing and performing the services specified in each judicial circuit and/or region for which a Proposal is submitted. Respondents must have in place the organization, facilities, equipment and trained personnel to ensure prompt and efficient service. The OAG reserves the sole right to determine a Respondent's ability to perform in accordance with the specifications, terms and conditions of this RFP.

### **1.3 Background**

In accordance with Subsection 287.059(14), Florida Statutes, the OAG, is authorized to competitively solicit and contract with one or more Court Reporting Services provider, on a circuit-wide basis on behalf of all State Agencies and Eligible Users. The OAG seeks to provide Court Reporting Services for State Agencies and Eligible Users in the twenty (20) judicial circuits and/or regions (see Attachment D for map.) Respondents may only submit a proposal on a circuit(s) and/or region(s) where the Respondent has an official physical office location or in any circuit and/or region within twenty-five (25) miles of their official office location. If a Respondent successfully bids on a circuit and/or region outside the circuit and/or physical official office location, mileage will not be paid in that circuit and/or region, unless it is an adjoining circuit and/or region. Physical office location is further defined as an office/building, rented/leased/owned in the name of the Respondent's company with a conference room suitable for depositions. If a Respondent submits a Proposal on a circuit outside of the circuit and/or region of the Respondent's physical official office location, the Respondent must provide confirmation of a conference room in that circuit's and/or region's largest city.

### **1.4 Term**

The initial term of the contract will be five years with up to five renewal years. The initial term shall start on or about July 1, 2014 and terminate on June 30, 2019. Upon mutual agreement, the OAG and Contractor may renew the Contract, in whole or in part, for a period that will not exceed the renewal years, at the renewal pricing specified in the final Proposal and the Contract. The

renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance and subject to availability of funds.

## 1.5 Definitions

The following definitions apply to this RFP, in addition to the definitions in the PUR 1000 and PUR 1001. Additional definitions specific to the Contract can be found in the Contract, which is attached as Attachment A.

CONTRACT	The agreement that results from this competitive procurement, if any, between the OAG and the vendor identified as providing the most advantageous Proposal to the State. (This definition replaces the definition in the PUR 1000.)
CONTRACTOR(S)	The Respondent(s) that will be awarded a contract pursuant to this solicitation.
ELIGIBLE USER	60A-1.005 Eligible Users - Per the latest version of the final adopted rule presented in the Florida Administrative Code (FAC) – (1) All governmental agencies, as defined in Sections 163.3164, F.S. which have a physical presence within the State of Florida; (2) Any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.
OAG	OAG shall be synonymous with the Florida Department of Legal Affairs, also known as the Florida Office of the Attorney General.
PROCUREMENT OFFICER	Costella Harper Lewis
PROPOSAL	The formal response to an RFP.
REALTIME REPORTER	A Real-Time Reporter is a Professional Reporter who possesses the knowledge, skill, and ability to produce accurate, simultaneous translation and display of live proceedings utilizing computer-aided translation to produce a final formatted transcript immediately.
RESPONDENT	A vendor who submits a Proposal to this RFP.
RESPONSE	All information and material submitted by a Respondent in response to this RFP.
STATE	State shall be synonymous with the State of Florida and its various agencies and other government bodies politic.
SUBCONTRACTOR	Any person other than an employee of Respondent who performs any services listed in this RFB.
VBS	Vendor Bid System
VENDOR(S)	An entity that is capable and in the business of providing the contractual service similar to those within the solicitation.

## 1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Procurement Officer as identified in Section 1.7 of this RFP no later than five (5) working days prior to the event. If you are hearing or speech impaired, contact the Procurement Officer by using the Florida Relay Service (FRS) which can be reached at 1-800-955-8771 (TTY) at least five (5) workdays prior to the bid opening.

## 1.7 Procurement Officer

Pursuant to Section 287.057(23), Florida Statutes and the PUR 1001, Section 21, the Procurement Officer is the sole point of contact from the date of release of this RFP until the contract award is made. The OAG Procurement Officer for this RFP is Costella Harper Lewis. Questions concerning conditions and specifications of this RFP must be emailed to the address below.

Email: [costella.harperlewis@myfloridalegal.com](mailto:costella.harperlewis@myfloridalegal.com),

**Questions must be received no later than 5:00 P.M. ET (local time of Tallahassee, FL) on May 16, 2014. Questions and/or requests submitted via facsimile will not be accepted.**

## SECTION 2. RFP PROCESS

### 2.1 General Overview of the RFP Process

The RFP is a method of competitively soliciting a contractual service under Chapter 287, Florida Statutes. The OAG posts an RFP in the VBS to initiate the process. Respondents can submit formal questions in writing via email to the Procurement Officer prior to the date listed in the Calendar of Events below. The OAG will answer the questions in a formal posting. Respondent's Proposals must be submitted by the deadline listed in the Calendar of Events below. The OAG will hold a public opening at the date, time, and location noted in the Calendar of Events. All responsive Proposals will be evaluated by taking into consideration the price and other criteria set forth in this RFP.

#### 2.1.1 Respondent Questions

Respondents will address all questions during the Question and Answer period regarding this solicitation in writing to the Procurement Officer by email. The deadline for submission of questions is reflected in Section 2.2 of this RFP.

Each submission shall have the solicitation number in the subject line of the email. Questions must be submitted in the following format to be considered:

Question #	Vendor	RFP Section	RFP Page #	Question

Questions will not constitute formal protest of the specifications or of the solicitation.

### 2.1.2 Responses to Vendor Questions

The OAG's written responses to written questions and/or requests will be posted on the VBS at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

(Click on "Search Advertisements") go to "Agency" and choose "Department of Legal Affairs" from the drop down menu and then click "Initiate Search". Select RFP 13/14-10 to view all parts of the RFP.

**It is the responsibility of all potential Respondents to monitor this site for any changes to information prior to submitting Proposals.**

## 2.2 Calendar of Events

The following Calendar of Events lists important events and deadlines. The dates and times within the timeline of events may be subject to change. If any of these dates or times are changed, an addendum will be issued and posted on the VBS. It is the Respondent's responsibility to check for any changes. Respondents are responsible for submitting all required documentation by the dates and times specified below. The OAG will not consider late documents.

<u>DATES/TIMES</u>	<u>ACTIONS</u>
<b>May 9, 2014</b>	RFP posted.
<b>May 16, 2014 5:00 P.M.*</b>	Last date to receive written questions.
<b>May 30, 2014</b>	Post addendum, if any, and answer to written questions.
<b>June 10, 2014 2:30 P.M.* Room 163</b>	Proposal opening.
<b>June 24, 2014</b>	Posting of Proposal Results and Notice of Intent to Award.

\* All times will be the local time of Tallahassee, FL.

## 2.3 Addenda/Amendment to the RFP

The OAG reserves the right to modify this RFP by issuing addenda. Any and all addenda to this RFP will be issued in writing and will be posted on the VBS at: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)

It is the responsibility of the Respondent to check for any changes on the VBS.

Addenda requiring acknowledgement must be signed and included in the RFP Proposal. See Form 5, Respondent Acknowledgement Form.

## 2.4 Contract Formation

The OAG will enter into a Contract with each Respondent(s) awarded pursuant to Section 4. The Contract will consist of Attachment B - Statement of Work and Attachment A - Contract and the pricing submitted by the awarded Respondent per circuit and/or region. No additional documents submitted by a Respondent will be incorporated in the Contract. During the solicitation period, the OAG may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

## 2.5 Disclosure of Proposal Contents

All documentation produced as part of the RFP will become the exclusive property of the OAG and will not be returned to the Respondent. Once the Evaluation Team evaluates the Proposals received, the Proposals may be disclosed pursuant to a public records request, subject to any confidentiality claims.

## 2.6 Modification of Proposals

Respondents may modify a Proposal at any time prior to the due date by submitting a request to the Procurement Officer.

## 2.7 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Proposals whether any officer, director, employee or agent is also an officer or an employee of the State of Florida. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondent's must also disclose the name of any employee, agent, lobbyist, previous employee of the State, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 12.3215, Florida Statutes, in seeking to influence the actions of the OAG in connection with this RFP.

## SECTION 3. PROPOSAL INSTRUCTIONS

### 3.1 Introduction

This contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents - PUR 1001 (10/06) are incorporated by reference and can be accessed at [http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1000\\_pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf)

The following sections of the PUR 1001 (General Instructions) are inapplicable:

- a. **Section 3. Electronic Submission of Proposals**  
*Proposals shall be submitted in accordance with Section 3.7 of this solicitation.*
- b. **Section 5. Questions**  
*Questions shall be submitted in accordance with Section 2.1.1 of this solicitation.*

The Special Instructions are in the sections below starting with Section 3.2.



In the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions shall prevail.

### 3.2 MFMP Registration

Any Respondent that is subject to an award under the RFP must be registered with the State of Florida at MyFloridaMarketPlace.com. On-line registration can be completed at the State of Florida Vendor Information Portal:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s>

Respondents requiring registration assistance may contact the Vendor Help Desk at 1-866-352-3776 or contact the Vendor Help Desk at: [vendorhelp@myflorida.com](mailto:vendorhelp@myflorida.com). Prior to execution of this agreement, the Respondent shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com.

The awarded Respondent will be required to pay the required transaction fees as specified in Section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the Contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

A copy of the transaction fee form (PUR 3776) can be accessed at:

<http://marketplace.myflorida.com/related/PUR%203776.pdf>

### 3.3 Who May Respond

The OAG will evaluate Proposals from responsive and responsible Respondents who can provide Court Reporting Services through the use of qualified court reporters who meet the following minimum mandatory criteria:

- a) Completion of a formal court reporting program, and at least four consecutive years of experience;
- OR
- b) Eight or more years of experience.

Respondents must meet the mandatory criteria listed in Section 3.5 and must certify “yes” to the Mandatory Criteria Checklist on Form 1 in order to be considered for award.

### 3.4 W-9 Process

The State of Florida Department of Financial Services requires that Respondents have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at: <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

**Awarded Respondents, if any, must have completed this process before Contract execution.**

### 3.5 Mandatory Criteria Certification

Respondents will submit a completed Form 1 (Mandatory Criteria Checklist). Respondents will complete the form by writing “Yes” or “No” next to each question and signing the bottom. The checklist must be notarized. Completion of this form is mandatory. A Respondent must meet the qualifications identified in the following Mandatory Criteria Checklist Form in order to be considered for award. Certain criteria must be validated with supporting documentation. This documentation is listed in Section 3.8. **The OAG will not evaluate replies from Respondents who answer “No” to any of the criteria.**

### 3.6 Address and Requirements for Mailing of Proposals

Each Proposal must contain the company name and F.E.I.D. or Social Security number and the original signature of an authorized representative of the Respondent, which should be included in the package labeled **Price Sheets**. Each Proposal package must be typed. Each Proposal package should be submitted with the Respondent’s name and page number on each page.

Proposals must be submitted in two sealed envelopes, and the face of each envelope must be clearly marked with the RFP Number **OAG-13/14-10**, title **Court Reporting Services RFP**, date and time of the Proposal opening. One envelope will contain technical information and be marked **Technical**. The second envelope will contain price sheets and be marked **Price Sheets**. This address is the only official address for **RFP OAG-13/14-10** submissions:

#### HAND DELIVERY

Office of the Attorney General  
Contract Office  
107 West Gaines Street  
Collins Building, Room 158D  
Tallahassee, Florida 32301

#### MAILING ADDRESS

Office of the Attorney General  
Contract Office  
PI-01 The Capitol  
Tallahassee, Florida 32399-1050

**Bids will not be accepted by Facsimile or E-mail.**

### 3.7 Document Delivery

It is the Respondent's responsibility to ensure that its RFP package is delivered no later than 2:30 P.M. ET (local time of Tallahassee, FL) to the office identified in Section 3.6. RFP packages that are not received timely, will not be considered. Late RFP packages will be declared non-responsive and will not be scored.

The Respondent shall submit:

3.7.1 One original version of the Proposal submittal including Price Sheet, Attachment C, with Five (5) copies.

3.7.2 **One REDACTED scanned copy of the proposal, if applicable (see Section 3.9).**

By submitting a Proposal, Respondent certifies that it agrees to and satisfies all criteria specified in the RFP.

### 3.8 Contents of Proposal/Proposal Submission

A. The Respondent shall organize the contents of each Proposal into two sealed envelopes. The first sealed envelope (marked **Technical**) shall contain the applicable documents (not price sheets) outlined below. The **Price Sheets**, Attachment C, will be in a second sealed envelope (marked **Price Sheets**). Price Sheets for all circuits and/or regions may be placed in this envelope. Respondents shall submit a Proposal for each circuit and/or region on which they are submitting a Proposal. The envelopes will be organized as follows:

#### Technical Documents Envelope

##### Tab 1 Cover Letter

The Respondent shall provide a cover letter on the Respondent's letterhead with the following information:

- a) Name and headquarters location of the Respondent
- b) Primary location from where the work will be executed
- c) Federal Employer Identification (FEID) Number

Attached to the cover letter, Respondent shall submit a copy of its registration with the Department of State, which authorizes the company to do business in Florida.

##### Tab 2 Mandatory Criteria Checklist

The Respondent shall complete and attach Form 1. Form 1 should be printed, signed, and notarized.

##### Tab 3 Required Documentation

The Respondent shall include the following:

- For each reporter proposed to work under this Contract:
  - Documentation that demonstrates that he/she is a notary public; and
  - A resume verifying no less than four (4) consecutive years of prior court reporting experience within the last six (6) years prior to the awarded Contract execution date of July 1, 2014; or eight (8) or more years of experience.

- Documentation of completion of a formal court reporter program and a qualifying exam **unless** the resume reflects the court reporter has eight (8) or more years of experience prior to the contract execution date of July 1, 2014.
- Two (2) forms of documentation indicating that your firm has been engaged in continuous court reporting business including criminal/civil deposition or courtroom work for the last four (4) years. Examples of documentation: Articles of incorporation, insurance policy, tax returns, and lease(s) all in the business name.
- Documentation demonstrating that at least one of Respondent's court reporters is an experienced Real-Time Reporter (CRR). The documentation shall show that the court reporter has:
  - One year of real-time reporting; or
  - Will obtain certification within 12 months of award.
  - Acceptable documentation of obtaining CRR certification may include a copy of the enrollment application in a creditable CRR course and the date the reporter is expected to complete the course; or
  - Is a Certified Real-Time Reporter.

**Tab 4**      Respondent Acknowledgement Form

The Respondent shall complete and attach Respondent Acknowledgement (RFP# OAG-13/14-10) Form 5 for all addenda requiring acknowledgement. Form 5 should be printed and signed.

**Tab 5**      Proposal for Services

Please provide the following information for your Proposal to be evaluated against the criteria listed in Section 4.

- Narrative on Experience and Ability  
The Respondent shall furnish a narrative on his or her relevant experience and ability to provide this or similar services.
- Business/or Corporate References  
Provide work experience reference letters from an accumulation of (5) five clients, judges, and boards attesting to the firm's ability to provide the types of services listed in this RFP for the past two (2) years. Each reference must specify the service provided by your firm.

The Respondent shall furnish five (5) references with their response, utilizing the form provided as **FORM 4** of this solicitation to support the requirements of the experience. References must be from clients, judges, and/or boards attesting to the firm's ability to provide the types of services listed in this RFP for the past two (2) years. Each reference must specify the service provided by your firm.

- Respondent's Proposed Solution  
The Respondent shall explain their adherence to the Supreme Court Administrative Order AOSC10-1 *In Re: Court Reporting Services in Florida's Trial Courts*, operational standards for providing Court Reporting Services and how their firm complies with the best practices for providing Court Reporting Services.

## Tab 6

### Other Forms

- **Certification of Drug-free workplace**

Respondent shall attach a Certification of Drug-Free Workplace Program, Form 2, if applicable.

- **Notice of Conflict of Interest**

Respondent shall attach a completed Notice of Conflict of Interest form, Form 3.

### Price Sheets Envelope

#### Price Sheet

The Respondent shall complete and return Attachment C – Price Sheet(s).

Separate price sheets must be submitted for each individual circuit and/or region. In Attachment C, the unit price for each item must be entered or that item will be ruled non-responsive.

## 3.9 Redacted Submissions

The following subsection supplements Section 19 of the PUR 1001. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must mark the document as “Confidential” and simultaneously provide the OAG with a separate redacted copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the OAG’s solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the OAG will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the OAG will notify the Respondent such an assertion has been made. It is the Respondent’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the OAG becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the OAG shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the OAG for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request for these records.

### **3.10 Proposal Opening Date**

Proposals will be opened at 2:30 PM, ET (local time of Tallahassee, FL), June 10, 2014 in Room 163, Collins Building, 107 West Gaines Street, Tallahassee, Florida 32301.

## **SECTION 4. SELECTION METHODOLOGY**

### **4.1 Mandatory Criteria**

All timely responses will be reviewed to ensure they meet the Mandatory Criteria Checklist form (Form 1).

### **4.2 Evaluation Criteria**

The Evaluation Team will review and evaluate the responsive Proposals using the criteria below.

### **4.3 Evaluation of the Proposal**

#### **A. Technical Proposal**

##### **a. Experience and Ability - 5 points**

Evaluation of the Respondent's experience and ability to provide service will be based upon information contained in the entire Proposal, but primarily on the information contained in Tab 5 of their Proposal. Evaluators will consider the following questions:

- 1) Has the Respondent demonstrated via the Proposal that it has experience in performing contracts of similar size and scope for the services sought?
- 2) How well did the Respondent convey the ability to provide these services?
- 3) Are there any issues or concerns identified regarding Respondent's experience and ability to provide the services?
- 4) How well does the documentation provided support the Mandatory Criteria Checklist?

##### **b. References - 2 points**

Evaluators will consider the following questions when reviewing the references:

- 1) How relevant are the services described in the references to the services sought via the RFP?
- 2) How well do the references demonstrate Respondent's experience in performing contracts of similar size and scope for the services sought?
- 3) How well do the references demonstrate Respondent's ability to provide the requested services?
- 4) Are there any issues or concerns identified by the references?

##### **c. Proposed Solution – 3 points**

Evaluation of the Respondent's proposed solution will be based upon information contained in the entire Proposal, but primarily on the information contained in Section 3.8 of the Proposal. Evaluators will consider the following questions:

- 1) How well does the summary of the solution, and the explanation of why it is the most advantageous for the State, address and meet the goals, needs, and expectations of the State?

- 2) How well does the Respondent understand the goals to be achieved via this solicitation?

## **B. Pricing – 100 Points**

The OAG will consider the total cost for years one through five and renewal years six through ten as submitted by the Respondent.

Pricing will be given the weight described in the pricing sheets.

### Years One Through Five

Add all pricing together for each Respondent

Lowest Price gets 80 points

Remaining Respondent prices are calculated by:

Best Price/Respondent Price x 80

### Years Six Through Ten

Add all pricing together for each Respondent

Lowest Price gets 20 points

Remaining Respondent prices are calculated by:

Best Price/Respondent Price x 20

## **4.4 Proposal/Proposals Evaluation**

An Evaluation Team will evaluate responsive Proposals using the criteria described in Section 4.3. Each Evaluation Team member will evaluate independently.

## **4.5 Basis of Award**

Contract(s) will be awarded to the responsible and responsive Respondent(s) whose Proposal is deemed the most advantageous offer to the State in consideration of price and selection criteria in this RFP based on points awarded. The OAG will award up to three contracts per circuit and/or region, defined in Attachment D, for all or for part of the work contemplated by this solicitation.

The OAG reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the OAG determines that doing so will serve the best interest of the State. The OAG has the right to use any or all ideas or adaptations of the ideas presented in any Proposal. Selection or rejection of a Proposal will not affect this right.

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Respondents whose Proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The OAG may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award.

#### **4.6 Identical Evaluations of Proposals**

In the event that the OAG's evaluation results in identical evaluations of Proposals, the OAG will select a Respondent based on the criteria identified in Rule 60A-1.011, Florida Administrative Code.

#### **4.7 Waivers**

The OAG may waive minor informalities or irregularities in the Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the OAG's interest and will not affect the price of the Proposal by giving a Respondent an advantage of benefits not enjoyed by other Respondents.

#### **4.8 OAG's Recommendation of Award**

The OAG will develop a recommendation as to the award that will result in contracts that are most advantageous to the State.

#### **4.9 Attorney General Approval**

The Attorney General or her designee will make the final decision as to which Respondent(s) should be awarded the contract based on the Recommendation of Award memo.

### **SECTION 5. AWARD**

#### **5.1 OAG's Reserved Rights for Award**

The OAG reserves the right to:

- Select one or more Respondents for the services encompassed by this solicitation, any addenda thereto.
- Request revised Proposals from all Respondents.
- Divide the work among Respondents by type of service or geographic area, or both; and
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

#### **5.2 Posting of Decision**

Proposal tabulations, along with the Notice of Intent to Award, will be posted on the VBS, and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **5.3 Protests**

##### **5.3.1 Time Limits for Filing Protests**

All notice of protests must be filed within **72 hours** of the posting of the agency decision or solicitation. Any formal protest must be filed within 10 days of the notice of protest. A formal written protest is "filed" when **actually received** by the Clerk of OAG Proceedings, Carol Howell, Collins Building, 107 West Gaines Street, Suite 428B, Tallahassee, Florida, 32301.



### **5.3.2 Bond Must Accompany Protest**

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent (1%) of the OAG's estimated contract amount. In lieu of a bond, the OAG may, accept a cashier's check or money order in the amount of the bond. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**NOTE:** Hand delivered Notice of Intent to Protest or delivery of a bond should be made at the Bloxham Street entrance to the Collins Building. The times of office operation for receipt of a Notice of Intent to Protest and/or formal petition and bond are 8:00 A.M. to 4:30 P.M. ET (local time of Tallahassee, FL) Monday through Friday.

**FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.**

## FORM 1 – MANDATORY CRITERIA CHECKLIST

This form must be completed by the Respondent and notarized.

Terms: The Respondent acknowledges that the OAG will rely on the representations made on this form in making its decision of award. If the OAG discovers that any of the information on this form is false prior to the award of the contract, the OAG will determine the Respondent non-responsive and not evaluate its Proposal. If the OAG discovers that any information on this form is false after the award to the Respondent is made, the OAG reserves the right to terminate the contract and the Respondent will be liable for costs associated with reprocurring the services.

Respondent will complete the Form by writing Yes or No next to each question and signing the bottom. The Checklist must be notarized.

Does Respondent certify that they agree to the terms above? \_\_\_\_\_

Does Respondent certify that the person submitting the Proposal is authorized to respond to this RFP on Respondent's behalf? \_\_\_\_\_

Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001? \_\_\_\_\_

Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List? \_\_\_\_\_

Does Respondent certify that each court reporter proposed to work under this contract is a notary public? \_\_\_\_\_

Does Respondent certify that in the provision of its service, its court reporters comply with Florida Rules of Judicial Administration Rule 2.535 entitled "Court Reporting"? \_\_\_\_\_

Does Respondent certify that at least one court reporter proposed to work under this contract is a real time reporter, or that one court reporter will become certified within 12 months of the award of this contract? \_\_\_\_\_

Does Respondent certify that its firm has been engaged in continuous court reporting business including criminal/civil deposition work for the last five years? \_\_\_\_\_

Does Respondent certify that during the last five years it had a physical official office location in each circuit and/or region on which it is submitting a Proposal or within 25 miles of the circuit? \_\_\_\_\_

Does Respondent certify that the headquarters for each circuit and/or region on which it is submitting a Proposal has a conference room suitable for depositions? \_\_\_\_\_

Does Respondent certify that it provides adequate maintenance and storage facilities for all files and reporters records, notes, computer disks, and tapes in compliance with the Florida Rules of Judicial Administration regarding time limits and retention? \_\_\_\_\_

Does Respondent certify that it will, if awarded, submit to the OAG, at least annually, the completed signed Preferred Pricing Affidavit as outlined in section 18 of the Contract? \_\_\_\_\_

Does Respondent certify compliance with the operational standards and best practices for providing Court Reporting Services as outlined in Supreme Court of Florida Administrative Order 10-1? \_\_\_\_\_

As the person authorized to sign the statement, I certify that this organization complies fully with the above requirements. False statements are punishable at law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**FORM 3 – NOTICE OF CONFLICT OF INTEREST**

**Company or Entity Name** \_\_\_\_\_

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

## FORM 4 – REFERENCES

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a response to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent's Name): \_\_\_\_\_

Name of the person providing the reference: \_\_\_\_\_

Title of person providing the reference: \_\_\_\_\_

Organization name of person providing the reference: \_\_\_\_\_

Telephone number of the person providing the reference: \_\_\_\_\_

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

---

How many years have you done business with the Respondent?

\_\_\_\_\_

Please provide  
dates: \_\_\_\_\_

If a customer, please describe the primary service the Respondent provides your organization.

---

Did the Respondent act as a primary provider or as a subcontractor? \_\_\_\_\_

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

---

Have you experienced any contract performance problems with the Respondent's organization?

---

Would you conduct business with the Respondent's organization again? \_\_\_\_\_

Are there any additional comments you would like to make regarding the Respondent's organization?

---

---

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FORM 5 – RESPONDENT ACKNOWLEDGMENT**  
**RFP OAG 13/14-10**

**Addendum number:** \_\_\_\_\_

**Date posted to VBS:** \_\_\_\_\_

**Business name:** \_\_\_\_\_

**As the person authorized to sign this document, I certify that this firm complies fully with the Addendum acknowledgement requirements of this ITB.**

\_\_\_\_\_  
**Authorized Signature and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**



**ATTACHMENT A - CONTRACT  
FOR  
COURT REPORTING SERVICES  
RFP OAG 13/14-10**

**BETWEEN  
THE STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
AND  
<<PARTY NAME>>**

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## Contract

This Contract is between the STATE OF FLORIDA, Office of the Attorney General (OAG), an agency of the State of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and [INSERT VENDOR NAME] (Contractor).

The Contractor responded to the OAG's RFP 13/14-10 "Court Reporting Services." The parties enter into this Contract in accordance with the terms and conditions of the solicitation.

The parties therefore agree as follows.

### 1. Scope of Work

The Contractor's obligations for the provision of Court Reporting Services is explained in detail in the Statement of Work of this Contract, Attachment B, hereby incorporated by reference, for judicial circuits XX and/or regions XX.

### 2. Definitions

The following definitions apply in addition to the definitions in PUR 1000.

a) Confidential Information - Any portion of a Contractor's documents, data, or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority and is clearly marked "Confidential."

### 3. Term

#### 3.1. Initial Term

The initial term of the Contract will be for five (5) years. The initial Contract term shall begin on July 1, 2014 or on the last date it is signed by all parties, whichever is later.

#### 3.2. Renewal Term

Upon written agreement, the OAG and the Contractor may renew the Contract in whole or in part, for renewal terms up to five (5) years. Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The Contractor shall not charge any costs for renewing the Contract beyond the renewal price incorporated in Section 3.1.

#### 3.3. Termination

##### 3.3.1. Termination for Convenience

This Contract resulting from this RFP may be canceled by the OAG in whole or in part at any time the interest of the OAG requires such termination.

##### 3.3.2. Termination for Bankruptcy/Assignment

The OAG reserves the right to seek termination or cancellation of the Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy. The OAG further reserves the right to terminate or cancel the Contract in the event an assignment is made for the benefit of creditors.

### **3.3.3. Termination by Mutual Consent**

The Contract may be canceled by the Contractor only by mutual consent of both parties and a written request of this nature must be received by the OAG sixty (60) days prior to the proposed termination date.

### **3.3.4. Termination for Cause**

If the OAG determines that the performance of the Contractor is not satisfactory, the OAG shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time or the Contract will be terminated at the end of such time, or the OAG will take whatever action is deemed appropriate. If, in the judgment of the OAG, the Contractor for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Contractor should violate any of the covenants, agreements or stipulations of this Contract, the OAG shall have the right to terminate this Contract by giving written notice to the Contractor of the termination and by specifying the effective date.

### **3.3.5. Termination for Reasons Other than Cause**

If the OAG terminates the Contract for reasons other than non-compliance as described in Section 3 of the Statement of Work, the OAG shall notify the Contractor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Contract is to be terminated. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which cost can be substantiated. All work in progress will become the property of the OAG and will be turned over promptly by the Contractor.

### **3.3.6. Termination Generally**

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under this Contract shall be made available to and for the use of the Customer who requested such products.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Customer for damages sustained by the Customer by virtue of any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor shall be reimbursed for services satisfactorily completed subject to any such damages.

## **4. Payments**

### **4.1. Pricing**

The Contractor shall adhere to the prices as stated in Attachment C which is incorporated by reference into the Contract.

### **4.2. Detail of Bills**

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Customer reserves the right to request additional documentation.

Invoices or bills for services or expenses must include the following:

1. Case name(s) and number(s).
2. Contract "K" number.
3. Date(s) services rendered.
4. Time at which the proceeding commenced and adjourned, hourly fee, and amount due.
5. Description of services performed and costs incurred, including a unit price and the number of units. Mileage should be documented by submission of a Voucher for Reimbursement of Mileage (DFS-AA-15). Provide written justification for mileage. Mileage will be calculated by the rate defined in Florida Statute 112.061(7)(d) and DFS guidelines.

6. Number of original transcript pages and contract amount per page, number of copy pages and contract amount per page, and the amount due for each.
7. The contract number assigned by the Office of the Attorney General.
8. The employing agency name and requesting attorney's name.

All costs associated with each proceeding shall be submitted to the Customer on a separate bill or invoice. A Subcontractor may not bill agencies directly.

#### **4.3. Bills for Travel**

Bills for travel expenses, if permitted, must be submitted in accordance Section 112.061, Florida Statutes.

#### **4.4. Payments**

The parties agree that payments under this Contract shall be made upon receipt of deliverables.

#### **4.5. Appropriations**

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

### **5. Contract Document**

#### **5.1. Contract Documents & Hierarchy**

This Contract sets for the entire understanding of the parties and consists of the documents listed below. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority (highest to lowest):

- a. This Contract
- b. Attached Statement of Work (Attachment B)
- c. Attached Pricing (Attachment C)
- d. The General Contract Conditions - PUR 1000(10/06), which are incorporated by reference, and available at <http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

### **6. Contract Administration**

#### **6.1. OAG Contract Administrator**

The OAG will name a Contract Administrator during the term of this Contract whose responsibilities will be to maintain this Contract. As of the effective date of the Contract, the Contract Administrator is as follows:

Costella Harper Lewis  
Contract Office  
107 West Gaines Street,  
Room 158, Tallahassee, Florida 32301  
Email: [costella.harperlewis@myfloridalegal.com](mailto:costella.harperlewis@myfloridalegal.com),

In the event that the OAG changes the Contract Administrator, the OAG will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

#### **6.2. Contract Manager**

<<Insert name and contact information of Contract Managers for vendor and OAG>>

The OAG will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its response whether or not the Contractor is the provider of said commodities and services or any component.

## **7. Compliance with Laws**

### **7.1. Governing Law**

This Contract shall be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Any and all litigation arising under this Contract shall be instituted in the appropriate court in Leon County, Florida.

### **7.2. Compliance**

The Contractor shall 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. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall 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, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

### **7.3. Notice of Legal Actions**

The Contractor shall notify the OAG of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the OAG of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the OAG of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

### **7.4. Public Entity Crime and Discriminatory Vendors**

Pursuant to Sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

#### **7.4.1. Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### **7.4.2. Discriminatory Vendors**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

## **8. Liability and Worker's Compensation Insurance**

This paragraph modifies Section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: where required by law, workers' compensation and employer's liability insurance per Florida statutory limits covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$10,000 per person medical payments. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

## **9. Public Records**

### **9.1. Access to Public Records**

The OAG may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.07(1), Florida Statutes.

### **9.2. Redacted Copies of Confidential Information**

If Contractor considers any portion of any documents, data, or records submitted to the OAG to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must simultaneously provide the OAG with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

### **9.3. Request for Redacted Information**

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the OAG will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the OAG will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the OAG becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the OAG shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

### **9.4. Indemnification**

Contractor shall protect, defend, and indemnify the OAG for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is



Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

## **10. Intellectual Property**

The parties do not anticipate that any Intellectual Property will be developed as a result of this Contract. However, any Intellectual Property developed as a result of this Contract will belong to the party that develops it. This provision will survive the termination or expiration of this Contract.

## **11. E-Verify Employment Eligibility Verification**

Pursuant to the Office of the Governor Executive Order Number 11-116, Contractors shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to the State Contract shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

## **12. Geographic Location of Data and Services**

The State of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the U.S. and will not be transferred outside of the U.S. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the U.S.

## **13. Records Retention**

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

## **14. Gifts**

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

## **15. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in Section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

## **16. Monitoring by the OAG**

The Contractor shall permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory

performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

## **17. Audits**

The OAG may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and/or Subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's (and Subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with Subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon fifteen (15) days notice, during normal working hours, and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

## **18. Preferred Price Affidavit Requirement**

During the contract term, if the OAG or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the OAG the price under the contract shall be immediately reduced to the lower price. Per Section 4(b) of PUR 1000, (10/06) 60A-1.002 F.A.C., State Purchasing Forms The Contractor shall submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is in compliance with the Best Pricing Offer provision.

## **19. Independent Contractor**

The parties agree that the Contractor, its officers, agents and employees, in performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State.

## **20. Preservation of Remedies**

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

## **21. Unauthorized Employment**

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274 A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the agreement.

## **22. HIPAA Compliance**

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
OAG Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID Number

\_\_\_\_\_  
Source of Funding

**ATTACHMENT B - STATEMENT OF WORK**

**REQUEST FOR PROPOSALS  
FOR  
COURT REPORTING SERVICES**

**RFP OAG 13/14-10**

**THE STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL**

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## 1. Scope of Work

The Contractor shall provide Court Reporting Services for state agencies and Eligible Users (Customers) in its awarded judicial circuits and/or regions on a per request basis. No guarantees as to the number of hours or transcript pages are expressed or implied. The Contractor shall not charge for equipment and supplies, as those prices are built into in the base rate. Court Reporting Services shall be provided on both a scheduled and an unscheduled basis. Such services may be subcontracted to an approved Subcontractor(s), as provided below.

Customers will order services from the Contractors directly.

A scheduled job is one with at least five (5) working days notice. An unscheduled job is one with less than five (5) working days notice. When a contractor is offered a:

Scheduled job (with at least five (5) working days notice)	Contractor shall have twenty-four (24) hours to accept or decline the job
Unscheduled work with three (3) or four (4) working days notice	Contractor shall have eight (8) hours to accept or decline the work
Unscheduled work with two (2) working days or less notice	Contractor shall have four (4) hours to accept or decline the work. If the four (4) hours extend beyond 5:00 P.M. ET*, the Contractor must respond by 5:00 P.M. ET*
Unscheduled work with twenty-four (24) hours notice	Contractor shall have up to two (2) hours to accept or decline the work, but cannot extend the answer period beyond 5:00 P.M. ET*

\*All times will be the local time of Tallahassee, FL.

## 2. Contractor Responsibilities

### 2.1 Court Reporter Responsibilities:

The Contractor shall ensure that its court reporters comply with the following:

- a. Court reporters shall disclose to all parties present the existence of any direct or indirect contracting relationship with any attorney or party to the proceeding.
- b. Court reporters shall not, in act or by appearance, indicate that the court reporter is participating as part of an advocacy support team for any one of the parties.
- c. Court reporters shall always comply with federal, state, and local laws and rules that govern the conduct of court reporters (such as those that deal with certification, confidentiality, custody of transcripts, and contracting).
- d. Only the employing Customer may cancel an appearance. Court reporters may not unilaterally cancel an appearance even if the reporter is unable to confirm or verify a scheduled job. Proper notice should be given to the employing Customer anytime the reporter is unable to confirm or verify a scheduled job.
- e. The Real-Time Reporter or Real-Time Voice recognition reporter on staff or under Contract will possess software and equipment sufficient to meet the requirements of the ADA. For hearing impaired situations the use of Communication Access Real-Time Translation (CART) is acceptable.

Tape recording is prohibited as a primary source of reporting. If an audio tape, for back up purposes, is used by the reporter, then a copy of that tape may be requested at no charge with a transcript order. Stenomask reporting is allowed under this Contract

## **2.2 Fees**

The following fees are applicable to the provision of the services:

- a. For all services, the first hour appearance fee shall be paid in full regardless of time worked. Each hour after the first hour shall be billed and compensated rounded to the nearest quarter hour with the exception of half or full day prices.
- b. Cancellation of appearance by a Customer without a minimum of four (4) hours notice, prior to scheduled time, will result in the Customer paying the Contractor the first hour appearance fee.
- c. Appearance fees shall not be paid for travel time or breaks (including meal breaks)
- d. No mileage shall be paid when the service is located within twenty-five (25) miles of the Contractor's physical official office location. Outside of that distance, mileage shall be paid in accordance with Section 112.061, Florida Statutes. No mileage will be paid for work performed in a circuit outside of the Contractor's official headquarters.
- e. All charges for postage must be supported by appropriate invoices, receipts, or affidavit, and shall be billed and reimbursed at cost. Transcripts will be sent through services that have tracking systems. Express services will only be used if requested by the Customer.
- f. If the Customer requests transcripts on a computer disk(s), the disk(s) will be provided at no charge. The Customer may request that the transcript be sent via Email in XML format, which will be provided before the invoice is received. This provision may be modified by the Agency to allow for new computer innovations.
- g. No excerpt search charges will be allowed.
- h. Any break, while providing service, does not restart calculations for appearance fees. The first hour back from any break is not considered a first hour for billing purposes. If an employing agency schedules multiple jobs at the same location for one day, the start of each job does not constitute a first hour. However, if there is a break between jobs of one hour or more, then the next hour is a first hour.

## **2.3 General Conditions**

- a. If the Contractors are unable to accept the work, the employing Customer may then use a non-Contract reporter. Subcontractors may not subcontract any work.
- b. If during the Contract period, the Contractor adds employees or associates who were not originally listed and a resume provided at the time of the RFP, that reporter is not eligible for court reporting work under the Contract until a resume is received and approved by the Office of the Attorney General. The same procedure will be used for the approval of Subcontractors.
- c. The Contractor must provide services to employing Customer for all work offered including nights, weekends, and holidays at the rates bid. Each Contractor must accept work offered, or their Contract will be terminated. In the event of dispute, make a reasonable effort to accept scheduled work offered. The OAG, reserves the right to request Contractor to provide documentation of logs with scheduled court reporter jobs.
- d. When a Customer is a party to a proceeding(s), but not the employing agency, the Contractor must provide the Customer services at contract rates for that circuit.

- e. When twenty-four (24) or seventy-two (72) hour expedited delivery (includes weekend and State holidays) is requested, the employing Customer must have possession of the transcripts before the expedited time period expires.
- f. Section 29.025, Florida Statutes, mandates that the Supreme Court shall establish minimum standards and procedures for qualifications, certifications, discipline, and training for court reporters. Any new standards or criteria established by the Supreme Court during the term of the contract shall automatically become part of the contract without the need for a formal amendment of the contract.
- g. The Contractor must be familiar with and adhere to the Florida Rules of Judicial Administration, Rule 2.535 which are incorporated by reference and further define the requirements for the services required herein:
- h. The Contractor must report immediately to a hiring Customer if a reporter is unable or unwilling to provide transcripts due to illness, accident or employment problems. The Contractor is liable for all transcripts, notes, tapes and exhibits. If the Contractor is unable to produce the transcripts, then the Contractor will pay for all costs to make the agency whole. This includes mileage, overnight accommodations, witness fees, transcripts and any other costs associated with reproducing the record.

#### **2.4 Requirements for Certified Transcripts:**

- a. Certified transcripts must meet all page standards defined in Rule 2.535 Florida Rules of Judicial Administration. In the event that the OAG finds non-compliance by the Contractor with these standards, the State will debit the entire cost of non-compliant transcripts from future payments. Repeated non-compliance will be cause for termination.
- b. Information regarding appearances and witnesses must be combined on as few pages as possible and not on separate pages.
- c. The reporter must make every effort to reduce and minimize the number of pages prepared within the boundaries of the Florida Statutes and the Florida Rules of Judicial Administration.
- d. Certified transcripts must be bound with a cover and not affixed with staples.

### **3. Performance Measures**

The Contractor will be considered non-compliant if they fail to appear, fail to provide accurate transcripts, fail to accept 90% of scheduled services requested, or fail to provide transcripts in the agreed upon time frame. Accurate transcripts are defined as those with not more than an average of one error per ten pages, excluding proper nouns.

Other examples of non-compliant performance include but are not limited to; no-shows, incorrect/incomplete transcripts, using reporters with less than four (4) years consecutive experience or less than eight (8) or more years of experience, and reporters who are not stenographers or steno-mask reporters using tape recorders.

### **4. Financial Consequences for Nonperformance**

#### **4.1. Withholding Payment**

In addition to the specific consequences explained below, the State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

#### 4.2. Liquidated Damages

In the event the Contractor fails to provide court reporter services under the terms of this Contract, Contractor will pay liquidated damages to the State of \$500 per proceeding (e.g., hearing, deposition, trial, etc.). Contractor and OAG recognize the difficulty in ascertaining actual damages and agree that the Contractor shall pay this amount as liquidated damages and not as a penalty.

#### 4.3. Non-compliance

In addition to the consequences explained above, non-compliance with the Performance Measures described in Section 3 above may result in any or all of the following:

- a. Reduction in amount owed for appearance fee and/or transcripts for specific proceeding **may be reduced** by an amount up to 100%. This amount will be determined by the OAG and the hiring Customer.
- b. No additional work offered to the Contractor until transcript(s) are provided to the satisfaction of the hiring Customer.
- c. Responsibility for costs of retaining another court reporter to correct or complete contracted for services.
- d. Termination of the Contract.

#### 5. Subcontractors

The Contractor shall use only those subcontractors whose resumes were received by the OAG during the RFP process and approved by the OAG. Should the Contractor need to subcontract any services to subcontractor not identified in the Contractor's response to the solicitation, the Contractor shall submit a written request with a resume and proof of notary to the OAG Contract Manager identified in Section 6.2 of the Contract.



**ATTACHMENT "C"**  
**PRICESHEETS-YEARS ONE THROUGH FIVE**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

**RESPONDENT** \_\_\_\_\_ **CIRCUIT AND/OR REGION** \_\_\_\_\_

**RESPONSE MADATORY.** A dollar amount is required for each line listed in Sections 1 and 2. Points are awarded based on bid dollar amount in Sections 1 and 2. If your firm offers a service at no charge enter "0" zero on each blank line. The service that goes beyond any 4 hour period will be calculated at the "Additional Hour" rate per hour.

**I. SECTION 1**

**DEPOSITIONS**

**Traditional**  
**Unit Price**

**Real-Time**  
**Unit-Price**

**Appearance Fee**

First hour (any portion)

\_\_\_\_\_

\_\_\_\_\_

Each hour after first hour (any portion)  
or after any Four (4)hour period

\_\_\_\_\_

\_\_\_\_\_

**COURT HEARINGS/TRIALS**

**DOAH HEARINGS**

**Appearance Fee**

First hour (any portion)

\_\_\_\_\_

\_\_\_\_\_

Each hour after first hour (any portion)  
or after any Four hour period

\_\_\_\_\_

\_\_\_\_\_

Half (1/2) day  
Any Four (4) hour period

\_\_\_\_\_

\_\_\_\_\_

Full day  
Any eight (8) hour period

\_\_\_\_\_

\_\_\_\_\_

Overtime per hour  
After 5:30 P.M.

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT "C"**  
**PRICESHEETS-YEARS ONE THROUGH FIVE**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

**BOARD AND PUBLIC MEETINGS**

(if you do not have a rate for any item listed in this section enter N/A on each blank line, you will be held to the per hour rate)

**Appearance Fee**

First hour (any portion)	_____	_____
Each hour after first hour (any portion) or after any Four (4)hour period	_____	_____
Half (1/2) day Any Four (4) hour period	_____	_____
Full day Any eight (8) hour period	_____	_____
Overtime per hour After 5:30 P.M.	_____	_____

**II. SECTION 2**

**TRANSCRIPTS**

**Unit Price**

Transcripts Fee	
Original and one copy	
10 working day delivery (State holidays and weekends excluded)	_____
24 hour deliver (State holidays and weekends included)	_____
72 hour delivery (State holidays and weekends included)	_____
4-5 working day delivery (State holidays and weekends included)	_____
Additional copies	_____
E-TRAN E-mail Transcripts with hard copy	_____
E-Tran E-mail (Only)	_____

**ATTACHMENT "C"**  
**PRICESHEETS-YEARS ONE THROUGH FIVE**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

**III. SECTION 3** Response Optional - Not Subject to Weight Factors

- a. Exhibits (black and white) \_\_\_\_\_ per page
- b. Exhibits (color) \_\_\_\_\_ per page
- c. Exhibits on Disc \_\_\_\_\_ per disc
- d. Telephone Reporting \_\_\_\_\_ per page
- e. Telephone Reporting \_\_\_\_\_ per hour
- f. Key Word Indexing \_\_\_\_\_ per word
- g. Key Word Indexing \_\_\_\_\_ per page
- h. Transcription from Tapes \_\_\_\_\_ per hour
- i. Transcription from Tapes \_\_\_\_\_ per page
- j. Digital Transcription \_\_\_\_\_ per hour
- k. Digital Transcription \_\_\_\_\_ per page
- l. Video Services \_\_\_\_\_ 1st hour \_\_\_\_\_ each additional hour
- m. Video Services \_\_\_\_\_ per disc copy
- n. Video Services \_\_\_\_\_ overtime/holidays/weekends/**1<sup>st</sup> hour**
- o. Video Services \_\_\_\_\_ overtime/holidays/weekends/**after 1<sup>st</sup> hour**
- p. Video Services \_\_\_\_\_ per hour \_\_\_\_\_ each additional hour  
(Court Playback with Tech & Equipment)
- q. Video Services \_\_\_\_\_ per hour  
(MPEG/MPEG2)
- r. Video Services \_\_\_\_\_ per hour  
(Video Synchronized to Transcript)
- s. Video Services \_\_\_\_\_ per hour  
(Video Clips for Trial Presentation)
- t. Video Conferencing \_\_\_\_\_ per hour \_\_\_\_\_ setup fee
- u. Mobile Video Conferencing \_\_\_\_\_ per hour \_\_\_\_\_ setup fee
- v. Video Conferencing \_\_\_\_\_ per hour \_\_\_\_\_ setup fee  
(Bridge Service)

**ATTACHMENT "C"**  
**PRICESHEETS-YEARS ONE THROUGH FIVE**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

You may submit prices for any other service you choose. The State reserves the right to use these services at prices bid or not to use them and contract with another reporter.

The Price Sheets must be signed by an authorized representative of your firm otherwise your bid will not be considered responsive. To be considered responsive, only one price sheet per judicial circuit and/or county per Bidder will be accepted.

Date: \_\_\_\_\_ Phone # of Authorized Representative:

Signature of Authorized Representative:

Title of Authorized Representative:

Please enter Bidder's Official Headquarters address in the space below for the judicial circuit and/or county bid.

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT "C"**  
**PRICESHEETS-YEARS SIX THROUGH TEN**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

**RESPONDENT** \_\_\_\_\_ **CIRCUIT AND/OR REGION** \_\_\_\_\_

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**Unit Price**

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Each hour after first hour (any portion)  
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**Appearance Fee**

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Each hour after first hour (any portion)  
or after any Four hour period

\_\_\_\_\_

\_\_\_\_\_

Half (1/2) day  
Any Four (4) hour period

\_\_\_\_\_

\_\_\_\_\_

Full day  
Any eight (8) hour period

\_\_\_\_\_

\_\_\_\_\_

Overtime per hour  
After 5:30 P.M.

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT "C"**  
**PRICESHEETS-YEARS SIX THROUGH TEN**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

**BOARD AND PUBLIC MEETINGS**

(if you do not have a rate for any item listed in this section enter N/A on each blank line, you will be held to the per hour rate)

**Appearance Fee**

First hour (any portion)	_____	_____
Each hour after first hour (any portion) or after any Four hour period	_____	_____
Half (1/2) day Any Four (4) hour period	_____	_____
Full day Any eight (8) hour period	_____	_____
Overtime per hour After 5:30 P.M.	_____	_____

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**PRICESHEETS-YEARS SIX THROUGH TEN**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

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- l. Video Services \_\_\_\_\_ 1st hour \_\_\_\_\_ each additional hour
- m. Video Services \_\_\_\_\_ per disc copy
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- o. Video Services \_\_\_\_\_ overtime/holidays/weekends/**after 1<sup>st</sup> hour**
- p. Video Services \_\_\_\_\_ per hour \_\_\_\_\_ each additional hour  
(Court Playback with Tech & Equipment)
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(MPEG/MPEG2)
- r. Video Services \_\_\_\_\_ per hour  
(Video Synchronized to Transcript)
- s. Video Services \_\_\_\_\_ per hour  
(Video Clips for Trial Presentation)
- t. Video Conferencing \_\_\_\_\_ per hour \_\_\_\_\_ setup fee
- u. Mobile Video Conferencing \_\_\_\_\_ per hour \_\_\_\_\_ setup fee
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(Bridge Service)

**ATTACHMENT "C"**  
**PRICESHEETS-YEARS SIX THROUGH TEN**  
**COURT REPORTING SERVICES**  
**RFP OAG 13/4-10**

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Date: \_\_\_\_\_ Phone # of Authorized Representative:

Signature of Authorized Representative:

Title of Authorized Representative:

Please enter Bidder's Official Headquarters address in the space below for the judicial circuit and/or county bid.

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**ATTACHMENT "D"**  
**JUDICIAL CIRCUITS AND COUNTIES**  
**RFP OAG 13/14-10**

