



SEVENTH JUDICIAL CIRCUIT OF FLORIDA

COURT REPORTING SERVICES

INVITATION TO NEGOTIATE (ITN)

ITN # 07-18-001

**Invitation to Negotiate (ITN)
Provision of Court Reporting Services
Seventh Judicial Circuit Court of Florida**

**Submission deadline: March 23, 2018 @ 5:00 p.m.
Pre-proposal conference: February 9, 2018 @ 11:00 a.m.
125 E. Orange Avenue, Room 200, Daytona Beach, FL**

**PROVIDE COURT REPORTING SERVICES FOR
THE SEVENTH JUDICIAL CIRCUIT COURT OF FLORIDA**

INVITATION TO NEGOTIATE # 07-18-001

SPECIFICATIONS

1. BACKGROUND

The Seventh Judicial Circuit (“Court”) is comprised of Flagler, Putnam, St. Johns and Volusia counties. The Court is in need of court reporting services within the counties that it serves. Use of the term “court reporting” in this document refers to the contemporaneous recording of words and events in a court proceeding by a stenographic court reporter and the subsequent conversion of said recordings into written text (transcription). The subject of court reporting is generally covered by Rule 2.535, Florida Rules of Judicial Administration. Specifically, Rule 2.535(h)(3) requires the chief judge to develop an administrative plan for the provision of court reporting services provided at public expense, and allows the court to utilize independent contractors for the provision of these services.

2. PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to solicit proposals in accordance with established purchasing procedures in a competitive process. The Court is soliciting proposals from entities for the provision of publicly funded stenographic court reporting services in the Seventh Judicial Circuit of Florida beginning July 1, 2018. Contractors that are awarded contracts under this ITN will provide stenographic court reporting services primarily in Volusia County. However, please note that the contractor(s) will also be required to provide stenographic court reporting services in Flagler, Putnam and St. Johns counties and transcripts of electronic recordings for the Court, on an as needed basis. Any court reporting entity interested in providing court reporting services under the terms of this ITN is asked to submit a proposal in response to this ITN.

3. INQUIRIES/SCHEDULE

- a. Any questions or requests for additional information regarding this ITN must be in writing, directed to the entity designated, and received no later than 5:00 p.m. on February 16, 2018. Questions and answers will be posted on the Court’s website (www.circuit7.org) by February 23, 2018.

Court Administration
Seventh Judicial Circuit
125 E. Orange Ave., Rm. 200
Daytona Beach, Florida 32114

- b. Any clarification or additional information that may substantially affect the outcome of this ITN will be provided in the form of a written addendum issued by Court Administration. Any written addendum issued by Court Administration will be posted on the Court's web site (www.circuit7.org). Unless issued in writing by Court Administration in the form of a written addendum, nothing said or done will be considered binding upon this ITN.

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 Proposal. All listed times are Eastern Time.

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|---|--------------------------------------|
| Advertisement of ITN | January 22, 2018 |
| Pre-proposal Conference | February 9, 2018 @ 11:00 a.m. |
| Questions/Inquiries Deadline | February 16, 2018 @ 5:00 p.m. |
| Answers Deadline | February 23, 2018 |
| ITN Submission Deadline | March 23, 2018 @ 5:00 p.m. |
| Advertisement of Intent to Award | April 2, 2018 |

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 a.m., February 9, 2018, at 125 E. Orange Avenue, Room 200, Daytona Beach. All interested court reporting entities are encouraged to attend this pre-proposal conference to review the requirements of the ITN and to ask questions, but attendance is not required for consideration.

5. SCOPE OF WORK

- a. The awarded contractor(s) will provide stenographic court reporting services pursuant to Florida Statutes, Florida Rules of Court, and administrative orders of the Seventh Judicial Circuit Court, as well as provide CART (Communication Access Realtime Translation) services pursuant to the Americans with Disabilities Act.
- b. When requested by the Court, the awarded contractor(s) will provide stenographic court reporting services in the following court proceedings in the Seventh Judicial Circuit:
- Circuit Court – Felony jury trials;
 - Circuit Court – Death Penalty proceedings;
 - Circuit Court – Termination of Parental Rights trials;
 - Other proceedings as assigned by the Court and accepted by the contractor.
- c. Proceedings may include scheduled hearings and/or trials and unscheduled emergency hearings held in chambers, hearing rooms, or courtrooms.

- d. The awarded contractor(s) will further provide the following:
 - Timely appearance at scheduled proceedings and creation of verbatim records of the proceedings using stenographic equipment and in accordance with Rule 2.535, Florida Rules of Judicial Administration;
 - Accurate transcripts of proceedings that comply with Rule 2.535(f), Florida Rules of Judicial Administration, all other Florida Rules of Court, and administrative orders;
 - Accurate transcripts of electronic recordings of proceedings that comply with Rule 2.535(f), Florida Rules of Judicial Administration, all other Florida Rules of Court, and administrative orders;
 - Retention of notes, records, and transcripts in accordance with requirements of Rule 2.430(e), Florida Rules of Judicial Administration;
 - Real-time reporting services for death penalty proceedings
 - Captioning (CART) services for individuals who are deaf and/or hard of hearing;
 - Timely distribution of requested transcripts;
 - Careful maintenance of files and records;
 - Any and all other required services as outlined in this ITN and the resulting contract.
- e. The awarded contractor(s) will be responsible for ensuring compliance with all State of Florida public records laws including Article I, section 24 of the Florida Constitution and Rule 2.420, Florida Rules of Judicial Administration. The Court is considered the owner of all records produced for the Court by the contractor(s). If necessary, the County(ies) will provide space for the storage of records and notes generated by the contractor(s).
- f. The majority of proceedings will take place in court facilities located in Daytona Beach and DeLand. Some proceedings may take place in court facilities located elsewhere in the Seventh Judicial Circuit.
- g. The Court in no way implies or guarantees any minimum expenditure as part of the resultant contract.

6. MINIMUM QUALIFICATIONS

- a. In order to be considered for an award under this ITN, Contractor(s) submitting proposals must meet the following minimum qualifications:
 - 1. Have been engaged in the provision of court reporting services for a minimum of the last three years.
 - 2. Currently employ or contract with, or demonstrate the ability to employ or contract with, enough stenographic court reporters and/or transcriptionists to adequately meet the needs of the Court.
 - 3. Currently employ or contract with, or demonstrate the ability to employ or contract with, at least one experienced real-time stenographic court reporter with related hardware and software to sufficiently meet the requirements of the Court and who possesses Certified Realtime Reporter (CRR) certification from the National Court Reporters Association (NCRA).
 - 4. Have the ability to provide transcripts on discs, by electronic means, and in a condensed transcript format.

- b. Court reporters contracted or employed by the Contractor(s) must meet the following minimum qualifications:
1. Reporters must be commissioned Notaries Public.
 2. Stenographic reporters must possess and maintain the designation of Registered Professional Reporter or Registered Merit Reporter from the NCRA or an equivalent designation; including, but not limited to, designations from the NVRA. Real-time stenographic reporters must possess CRR certificates. All reporters will be governed by any certification requirements that may be adopted by the Florida Supreme Court.
 3. Reporters must be capable of producing accurate transcripts consistent with established standards of accuracy.
 4. Reporters must have an extensive knowledge of court practices and procedures.
 5. Reporters must be skilled, knowledgeable, and dedicated to achieving and maintaining a high level of professionalism.
 6. Reporters must be proficient in the English language, legal terminology, transcript preparation, and professional responsibility.
 7. Reporters must use steno-machines, provided by the reporters and/or contractor, capable of accommodating computer-aided transcription (CAT).

7. COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

All respondents submitting proposals under this ITN must be bona fide businesses offering and providing similar court reporting services to private or public entities other than the state government of Florida. Any awarded contractors will be deemed independent contractors of the Court and will not be considered employees or agents of the Court, the State Courts System, or the State of Florida.

An awarded contractor shall hire, compensate, supervise, and terminate 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. The Court will not pay for any business travel, training, or continuing education expenses on behalf of an awarded contractor

8. CONTRACT TERM/RENEWAL

Prior to commencing work the awarded contractor(s) will be required to sign a written contract which will include, but is not limited to, the terms of this Invitation to Negotiate and the response thereto, and general contract terms and conditions. **Any contract awarded as a result of the ITN will begin on or about July 1, 2018, for a period of three (3) years through June 30, 2021.** Up to three (3) contract renewals for additional one-year periods may be exercised upon the mutual consent of the contractor(s) and the Court.

9. NONCOMPLIANCE

- a. A contractor will be considered noncompliant with contract terms by failing to:
 - Appear in a timely fashion at any regularly scheduled or impromptu hearings accepted by the contractor;
 - Provide timely and accurate transcripts of all proceedings covered by the contractor; or
 - Fully comply with any and all conditions set forth in the contract.
- b. Penalties for noncompliance will be imposed and may include any or all of the following:
 - Financial consequences as set forth in the resulting contract;
 - Imposition of Court sanctions; and/or
 - Termination of the contract.

10. INSURANCE AND BONDS.

- a. The awarded contractor(s) may not commence any work in connection with the agreement until obtaining all required insurance. The contractor must keep all insurance policies current throughout the period of the contract and subsequent renewals thereof.
- b. All insurance policies required herein must be issued by insurers authorized and licensed to do business in the State of Florida.
- c. All insurance policies required herein must name the Seventh Judicial Circuit Court as an additional insured.
- d. The contractor(s) must immediately report in writing to the Court Administrator, any incident that might reasonably be expected to result in a claim under any of the coverage required herein.
- e. The contractor(s) must obtain and maintain Professional Liability Insurance in the amount of \$500,000 (including Errors and Omission coverage), Worker's Compensation as required by Florida Statutes (\$100,000 each accident); and Commercial General Liability (including premises operations and proposed contractual liability) in the amounts of \$1 million (general aggregate), \$500,000 (each occurrence), \$50,000 (fire damage) and \$5,000 (medical expenses).

11. SUBMITTAL REQUIREMENTS

- a. Proposals must be typed on white letter-size paper and each element of the ITN must be addressed in a clear, concise manner. Each element must be labeled and indexed. Proposals must be individually bound.
- b. One (1) original, marked "ORIGINAL", and three (3) copies, each marked "COPY", are required of each proposal. Proposals must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:
"ITN 07-18-001, COURT REPORTING SERVICES"
DUE: 5:00 p.m., Friday, March 23, 2018
- c. Any proposal received after the advertised deadline will not be considered for award.

12. PROPOSAL CONTENT

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

- a. Respondent's Information:
 1. Official business name, address (both physical and mailing), telephone number, type of business (such as partnership, limited liability company, or corporation), State of incorporation, and Federal Employer Identification Number (FEIN);
 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. Number and qualifications of court reporter staff;
 7. Description of support staff;
 8. Evidence of meeting qualification requirements set forth herein;
 9. Current financial statement.
- b. Statements – Include a statement indicating an understanding of the project and the requirements thereof.
- c. 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.
- d. Grievance Plan – Include a description of how complaints concerning fees, errors, tardiness, etc. against individual reporters or the firm are handled by the firm.
- e. Quality Assurance – Include the firm's statement of commitment to quality assurance; the firm's capability and plan to guarantee the appearance of court reporters for proceedings; plan(s) for hiring, training, continuing education, and performance evaluation of employees.
- f. Conflict Disclosure – (use attached form) Include the name(s) of any employee or officer of the Seventh 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.
- g. References – Include the name, address, and telephone number of at least three (3) clients for whom court reporting services have been performed (DO NOT include judges or other staff of the Seventh Judicial Circuit Court as references).
- h. Fee Structure – (The Court reserves the right to negotiate any or all proposed fees prior to any agreement/award.).

Include proposed fees for the following:

1. Appearance Fees for Stenographic Reporters
 - daily rate
 - half-day rate
 - hourly rate

2. Appearance Fees for Real-Time Stenographic Reporters / CART Reporters
 - daily rate
 - half-day rate
 - hourly rate
3. Cancellation/No Show Fees
4. Transcript Fees:
 - a) Standard Stenographic
 - original (plus 2 copies), per page
 - additional copies, per page
 - b) Expedited Stenographic (within 72 hours)
 - original (plus 2 copies), per page
 - additional copies, per page
 - c) Daily Stenographic (overnight)
 - original (plus 2 copies), per page
 - additional copies, per page
 - d) Electronic Re-write Fee
 - e) Standard Electronic
 - original (plus 2 copies), per page
 - additional copies, per page
 - f) Expedited Electronic (within 72 hours)
 - original (plus 2 copies), per page
 - additional copies, per page
 - g) Daily Electronic (overnight)
 - original (plus 2 copies), per page
 - additional copies, per page
 - h) Non-certified Transcript (dirty copy)
 - original (plus 2 copies), per page
 - additional copies, per page
 - i) Certified Transcript via electronic means
 - j) Non-certified Transcript via electronic means

13. EVALUATION OF PROPOSALS

- a. A Review Committee will evaluate all proposals. The Review Committee reserves the right to request interviews with the designated representative 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. The Chief Judge or his designee will make the award. The Court reserves the right to award one or more contracts to provide the required services as deemed to be in its best interest, or to reject all proposals.

b. **Evaluation criteria will include**, but will not be exclusive of, the following:

- Proposed costs
- Availability of a sufficient number of qualified personnel
- Qualifications of personnel (principals, reporters, support)
- Technological capabilities and support
- Financial viability
- References

14. INSTRUCTIONS

This ITN is bound by the Florida State Court System Instructions to Respondents, which are incorporated by reference herein and are attached as Attachment B. Accordingly, each contractor submitting a proposal shall certify that he or she has read and understood the provisions of Attachment B and that the proposal has been prepared and submitted consistent with the requirements in that document. This ITN prevails over any conflict that may be interpreted between this ITN and Attachment B.

15. GENERAL CONTRACT CONDITIONS

Awarded contractor(s) must to agree to the General Contract Conditions which are incorporated by reference and are attached hereto as Attachment C. This ITN and the terms of the resulting contract prevail over any conflict that may be interpreted between this ITN and the resulting contract, and Attachment C.

Attachment A Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

1. I (*printed 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 subscribed 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)

Attachment B
Florida State Courts System
Instructions to Respondents

Contents

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

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions found in Rule 60A-1.001, F.A.C., shall apply to this agreement. The following additional terms are also defined:

- (a) "Court" means the State Court System (SCS) entity that has released to solicitation.
- (b) "Procurement Officer" means the Court's contracting personnel, as identified in the ITN.
- (c) "Respondent" means the entity that submits materials to the Court in accordance with these Instructions.
- (d) "Response" means the proposal or material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Schedule of Events section of the ITN.

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

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

- Specifications,
- Instructions to Respondents,
- General Conditions

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

4. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Court or the State for information with the respect to this solicitation. Improper contact may result in rejection of the submitted response. The Court shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.

5. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

6. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid or contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of the Category Two threshold amount (35,000) provided in section 287.017, Florida Statutes.

7. Discriminatory Vendors. Any entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- Transact business with any public entity.

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

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

- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product or services offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

9. Performance Qualifications. The Court reserves the right to investigate or inspect at any time whether the product, services, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.

10. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend other than in response to a specific Public Records Request. The Court may choose not to announce prices or release other materials pursuant to s. 119.07(1)(b), Florida Statutes. Any person requiring a special accommodation because of disability should contact the Procurement Officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).

11. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Court shall electronically post a notice of intended award at <http://www.circuit7.org>. If the notice of award is delayed, in lieu of posting the notice of intended award the Court shall post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.

12. Firm Response. The Court may make an award within sixty (60) days after the date of the opening during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Court awards the Contract or the Court receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

13. Clarifications/Revisions. Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

14. Minor Irregularities/Right to Reject. The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technically or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

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

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

17. Public Records. Florida law generously defines what constitutes a public record; see, Rule 2.420, Florida Rules of Judicial Administration. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word “Confidential” in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The respondent shall provide to the Court one redacted and one unredacted version of any documents containing information claimed confidential. If a public records request is made for documents properly identified as confidential, it will be the responsibility of the respondent to defend any claim that the records must be disclosed or made public.

18. Protest. Any protest concerning this solicitation shall be made in accordance with section 6.10 of the State Court System Purchasing Directives.

Attachment C
General Contract Conditions

The following General Contract Terms and Conditions are attached to and made a part of the Agreement specifically identified above.

1. **Lobbying and Integrity.** The Vendor will comply with the all applicable lobbying regulations, including §§11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
2. **Limitation of Liability.** For all claims by the Court against the Vendor regardless of the basis on which the claim is made, the Vendor's liability for direct damages will be limited to the greater of \$100,000, the dollar amount of the Agreement, or two times the charges rendered by the Vendor. This limitation will not apply to claims arising under the Indemnification paragraph contained in this Attachment. Unless otherwise specifically enumerated in the Agreement, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Vendor to backup data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Vendor, retain such monies from the amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Vendor or its affiliates to the Court against any payments due the Vendor under any contract with the State.

The Court's liability to the Vendor is specifically limited by the terms of Section 768.28, Florida Statutes.

3. **Indemnification.** The Vendor is liable for and will indemnify, defend, and hold harmless the Court, its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Vendor, his or her officers, agents, employees, or subcontractors, made during the performance or operation of this Agreement.

The Vendor is also liable for and will indemnify, defend, and hold harmless the Court, the State Court System, its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, and claims made by the Internal Revenue Service, the United States Department of Labor, or any person or entity providing services under this Agreement, arising out of any misrepresentation by the Vendor as to the Vendor's status as an independent contractor under the Agreement.

The Vendor's inability to evaluate liability or its evaluation of no liability will not excuse the Vendor's duty to defend and indemnify the Court within seven days after receipt of notice by certified mail or courier delivery. Only adjudication or judgment after highest appeal is exhausted specifically finding the Court not liable will excuse performance of this provision. Vendor will pay all costs and fees related to this obligation and its enforcement by the Court. The Court's failure to notify the Provider of a Claim will not release the Provider of the above duty to defend.

4. **Return of Funds.** To return to the Court any overpayments or unearned amounts disbursed to the Vendor by the Court within fifteen (15) days of discovery by the Vendor or notice from the Court. Failure to remit payment within fifteen (15) business days will result in the assessment of interests charges at the lawful rate on the amount owed.
5. **Force Majeure.** Either party may terminate this Agreement for an unforeseeable cause reasonably beyond its control. Such cause may include, but shall not be limited to, acts of God (including impending bad weather likely to severely curtail transportation services), fire, flood, explosion; acts of terrorism, war or other disasters; civil disorder; acts, regulations, or orders of governmental authorities; strike, lockout, work stoppage, or other restraint of labor, either partial or general, from whatever cause; or other emergency making it illegal or impossible to perform the party's obligations under the Agreement. Upon termination of the Agreement in accordance with this paragraph, the terminating party, exercising due diligence, shall immediately provide notice to the other party by the most practical means available under the circumstances.

- 6. Advertising.** Subject to Rule 2.420, Florida Rules of Judicial Administration, the Vendor must not publicly disseminate any information concerning the Agreement without prior written approval from the Court, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Court or the State as a reference, or otherwise linking the Vendor's name and either a description of the Agreement or the Court in any material published, either in print or electronically, to any entity that is not a party to Agreement.
- 7. Assignment.** The Vendor will not sell, assign or transfer any of its rights, duties or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Court. In the event of any assignment, the Vendor remains secondarily liable for performance of the Agreement, unless the Court expressly waives such secondary liability. The Court may assign the Agreement with prior written notice to Vendor of its intent to do so.
- 8. Dispute Resolution.** Any dispute concerning performance of the Agreement will be decided by Court Administration, or other designated Court employee, who will reduce the decision to writing and serve a copy on the Vendor.
- 9. Security and Confidentiality.** The Vendor must comply fully with all security requirements and procedures of the Court in performance of the Agreement. The Vendor must not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work under this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Court. The Vendor will not be required to keep confidential information or material that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the Court's confidential information, or material that is otherwise obtainable under State law as a public record. The Vendor must take appropriate steps with its personnel, agents, and subcontractors to ensure confidentiality. The paragraph will survive termination of the Agreement.
- 10. Insurance Requirements.** During the Agreement term, the Vendor at its sole expense must provide insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Vendor. Upon request, the Vendor will provide a certificate of insurance. The limits of coverage under each policy maintained by the Vendor will not be interpreted as limiting the Vendor's liability and obligations under the Agreement. All insurance policies must be through insurers authorized or eligible to write policies in Florida.
- 11. Warranty of Ability to Perform.** The Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy its obligations under the Agreement. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor must immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of the Agreement.
- 12. Cooperative Purchasing.** Other entities of the State Courts System may be allowed to procure services from this Agreement, at the terms, conditions and prices noted herein, unless the Agreement provides an express provision that does not allow for cooperative purchasing. Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Court purchases are independent of the agreement between Court and Vendor, and the Court will not be a party to any transaction between the Vendor and any other purchaser.
- 13. Right to Audit.** Records of expenses pertaining to all services must be kept in accordance with generally accepted accounting principles and procedures. The Vendor will cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by the Court, the Office of the State Courts Administrator, the Office of the Inspector General, and/or the Auditor General of Florida. If an audit has been initiated and audit findings have not been resolved at the end of the 5 year records retention period, the Vendor shall retain records until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, including any appeal.

- 14. Compliance with Federal and State Anti-Discrimination Legislation.** In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Agreement, the Vendor will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, part three of Chapter 282, Florida Statutes, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.
- 15. Unauthorized Alien(s).** Vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this agreement. The Court shall consider the employment or utilization of unauthorized aliens a violation of Section 274A of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Court.
- 16. Waiver.** The delay or failure by the Court to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 17. Severability.** If a court deems any provision of the Agreement void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.
- 18. Execution in Counterparts.** The Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.