

**COURT REPORTING SERVICES FOR THE COURTS OF THE EIGHTEENTH JUDICIAL
CIRCUIT IN BREVARD COUNTY FLORIDA**

**REQUEST FOR PROPOSAL (“RFP”)
PROPOSAL #: CA19-0001**

RFP for Court Reporting Services

To:

The Eighteenth Judicial Circuit Court of Florida

Proposals are due no later than

April 5, 2019 @ 1:00pm

To:

Michael Kazoroski, Director of Court Reporting

**Moore Justice Center
2825 Judge Fran Jamieson Way
Viera, Florida 32940**

MAIL OR HAND DELIVERY

**COURT REPORTING SERVICES FOR THE COURTS OF THE EIGHTEENTH JUDICIAL
CIRCUIT IN BREVARD COUNTY FLORIDA
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SECTION 1 - SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this document is to request proposals from firms interested in providing court reporting services for the Courts of the Eighteenth Judicial Circuit in Brevard County Florida. Court Reporters will report court proceedings and produce transcripts as required by the Court or Court Administration. A Proposer will be selected to provide court reporting services, as needed, for the Titusville, Viera, Melbourne Courts and Brevard County Jail. The Judicial Court Reporting Committee of the Eighteenth Judicial Circuit Court is referred to hereinafter as the Committee.

RECEIVING OF PROPOSALS: Proposals will be received by the Office of the Court Administrator 2825 Judge Fran Jamieson Way: 3rd floor, Viera, FL 32940 until 1:00 p.m. Friday, April 5, 2019. Proposals should be marked on the outside of the envelope as follows:

- a. Proposal Number: CA19-0001
 - b. Title: Request for Proposal - Court Reporting Services
2. Proposals may be mailed or delivered in person to the above address. Proposals received after the stated date and time will not be considered. Telephone, facsimile or e-mailed proposals will not be accepted. Eastern Standard Time is the official time. The responsibility for obtaining, completing, and submitting this request for proposal to the Office of the Court Administrator on or before April 5, 2019, at 1:00 p.m. shall be solely and strictly the responsibility of the Proposer. State court employees shall in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrences. When submitting by mail, Proposer shall also allow sufficient time for interoffice mail delivery. Proposals received after the time and date stipulated shall be considered non-responsive and will not be returned to the Proposer.
3. This is a Request for a Proposal and not a bid. A proposal differs from a bid in that a bid is established upon Proposers' specifications. Unlike a bid, a proposal is established upon a need for services and will permit alternative proposals that address the need. Each proposal will be rated on the elements of the qualifications of Proposers' organization and reporters, ability to cover services and respond timely to court needs, office location, familiarity with Brevard Circuit and County Courts, and rates for appearance and transcription services. See Section V.
4. Deviations from these minimum specifications must be properly and explicitly noted. Deviations may cause a proposal to be rejected by the Courts. A Proposer should indicate noncompliance with any section of the provisions of this proposal. To the extent a Proposer indicates non-compliance, such terms shall be considered a counter-offer which may either be accepted, rejected, or subject for negotiation between the parties. The Court reserves the right to waive technicalities or irregularities in proposals or to reject any or all proposals.

The Court is not liable for any cost incurred by any Proposer for developing a proposal in response to this request.

5. **PROPOSAL SUBMITTALS:** All Proposers must complete and submit the following sections in specific order: **Section VI** (Proposal Questionnaire); then, **Section VII** (Cost Information); then, **Exhibit A** (Conflict of Interest Disclosure Form). Each must be signed and authorized by a representative of the company placing the proposal. Four (4) complete sets of proposals must be submitted. One (1) original set will be marked "Original", with three (3) complete sets marked "copy".
6. **PROPOSAL PACKAGE SUBMITTAL REQUIREMENTS:** All Proposers must address the following Proposal Package Submittal Requirements in the order in which they appear on the pages which follow. Responses to the Proposal shall be returned to: Michael Kazoroski, Director of Court Reporting Services, Office of the Court Administrator at 2825 Judge Fran Jamieson Way, 3rd Floor, Viera, FL 32940 in accordance with the aforementioned deadline. Proposals shall be prepared simply and economically, providing a clear and concise description of the Proposer's ability to meet the requirements set forth in this document. Emphasis must be placed on completeness and clarity of content.
7. **MODIFICATION OR WITHDRAWAL OF PROPOSAL:** Proposals may not be modified after April 5, 2019, 1:00 p.m. Proposals may be withdrawn by the Proposer, by written request, at any time.
8. **INFORMATION OR CLARIFICATION:** No interpretation of the meaning of the specifications, or other documents will be made orally to any Proposer. All requests for such interpretation must be in writing and mailed to the designated liaison, Michael Kazoroski, Director of Court Reporting Services, Office of the Court Administrator at 2825 Judge Fran Jamieson Way, 3rd Floor, Viera, FL 32940, or via e-mail: michael.kazoroski@flcourts18.org. To be given consideration, such requests must be received by April 1, 2019 at 5:00 p.m. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued, will be sent to all prospective Proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Proposal documents, whether or not the successful Proposer received a copy of such addendum, it being understood that all Proposers are responsible to verify that they have received any such addenda prior to submitting their Proposal.
9. All firms and their agents are hereby placed on notice that they are not to contact members of the Court or staff (with the exception of the designated liaison). Failure to adhere to these requirements could result in action to disqualify your firm from consideration of award.
10. **AVAILABILITY OF FUNDS:** Following the award, the subsequent Agreement is subject to the availability of State Funds. If the legislature fails to appropriate funds specifically for the purpose of funding the services or demands a spending reduction in State budgets due to a revenue

shortfall, the Court and the State will have no obligation to pay or perform under the Agreement. The Court's and the State's performances and obligations to pay under the Agreement are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court.

SECTION II - GENERAL CONDITIONS

1. **ADDITION. DELETION OR MODIFICATION OF SERVICES:** The Court reserves the right at its sole discretion to increase, decrease, or delete any portion of the Agreement at any time without cause.
2. **PROPOSER RESPONSIBILITIES:** Proposers, by submitting a proposal, certify that they understand all planning, coordinating, and implementing of the described services shall be done through personal contact between the Proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. Court approved representatives of the Proposer shall be available to meet with the contract manager, as may be required, to accomplish the Court's objectives as effectively and efficiently as possible, during all phases of this Agreement.
3. **PROPOSERS INSURANCE:** Proposers shall provide and maintain appropriate insurance during the duration of Agreement. The insurance shall contain as a minimum the following provisions, coverage, and policy limits of liability:
 - a) Workers compensation in compliance with Florida Statutes.
 - b) Comprehensive general liability including bodily injury and property damage liability in the minimum amount of \$300,000 combined single limit, each occurrence.

Proof of Coverage: The contractor shall furnish to the Office of the Court Administrator, policies of insurance described above, or such certificates of insurance or endorsement required by the provisions set forth above within 30 days after Notice of Award. The required certificates of insurance shall not only name the types of policies provided, but also shall refer specifically to the sections of this document in accordance with which insurance is being furnished. If the initial insurance expires or changes prior to the completion of the Agreement, renewal certificates of insurance will be furnished 30 days prior to the date of their expiration.

4. **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Proposer shall agree to indemnify and hold harmless the Eighteenth Judicial Circuit and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer or any of their employees, or arises from a job-related injury.

The Proposer shall acknowledge adequate consideration for this indemnification provision. The Court expressly reserves all rights, privileges, and benefits of sovereign immunity.

5. **LICENSES:** The Proposer shall secure, at its expense, all required licenses and permits and shall comply with all applicable federal, state and county laws and regulations.
6. **PERFORMANCE:** The Proposer shall be responsible for performing the work necessary to meet the requirements of this Agreement.
7. **SUPERVISION OF AGREEMENT PERFORMANCE:** If at any time during the term of the Agreement performance satisfactory to the Director of Court Reporting Services (Director) shall not have been made, the Proposer, upon written notification by the Director, shall within three (3) days take steps necessary to properly perform the Agreement. The failure of the Director to give such notification shall not relieve the Proposer of the obligation to perform the work at the time and in the manner specified by the Agreement. If the Proposer does not take steps to properly perform the Agreement, the Contract Manager can hold a percentage of payment or withhold the entire dollar amount.
8. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the Director shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of the Agreement on the part of the Proposer. The Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the Proposer and the Court. The Director shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Agreement, and the Director's findings and conclusions shall be final and binding upon both parties.
9. **MONITORING OF WORK:** The Proposer shall provide the Director with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement. The Proposer shall designate a person to serve as liaison between the Proposer and the Court.
10. **OPERATION DURING DISPUTE:** In the event the Court has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute between the Proposer and the Court, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system unit the final adjudication of such suit by the court.
11. **PROPOSAL ACCEPTANCE/REJECTION:** The Court reserves the right, in its sole discretion, to accept or reject any and all proposals, or portion(s) thereof, to accept the proposal, or portion of the proposal which best serves the interest of the Court. The Court reserves the right to waive any informality in the proposals received, and to reject any and all proposals received, and reject

any or all proposals, and to make award in such manner as it considers best for the interest of the Court.

12. AGREEMENT TERMINATION: The Agreement resulting from this proposal shall commence upon execution by the Trial Court Administrator. The Agreement may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice. If, in the judgment of the Court, the contractor, for any reason fails to fulfill its obligations under the Agreement in a timely manner, or if contractor violates any provision of the Agreement, the Court may terminate the Agreement upon 15 days written notice by certified mail. In the event of termination by either party as provided herein, the contractor shall be paid for services performed through the date of termination.

SECTION III - PROPOSAL SCHEDULE

MARCH 1, 2019	RELEASE OF PROPOSAL
APRIL 1, 2019 AT 5:00 P.M.	REQUEST FOR CLARIFICATION/INFORMATION
APRIL 5, 2019 AT 1:00 P.M.	PROPOSAL DUE
APRIL 12, 2019 AT 1:00 P.M.	SELECTION COMMITTEE MEETING
APRIL 18, 2019 AT 1:00 P.M.	PRESENTATIONS BY PROPOSERS <u>IF NEEDED</u>
APRIL 19, 2019 AT 1:00 P.M.	AGREEMENT AWARD

SECTION IV - SCOPE OF WORK

The Proposer is solely responsible for reading and completely understanding the requirements and the specifications of the items or services proposed.

1. AGREEMENT DURATION: The initial Agreement shall begin on July 1, 2019, or upon execution whichever is later, and shall terminate on June 30, 2022.

QUALIFICATION CRITERIA: All reporters providing court reporting services to the Courts shall meet all professional standards and training requirements established by Florida statute, court rule, the State Courts System, and the chief judge of the circuit. All reporters must maintain at least one of the following certifications:

- National Court Reporter Association Registered Professional Reporter (RPR tested) or,
- Florida Professional Reporter

Additionally, all reporters must have:

- at least two (2) years of experience reporting in court
- experience transcribing 4-channel digital audio and video recordings

Provider must have the ability to provide personnel equipped and skilled in the use of CAT (Computer Aided Transcription) technology. With sufficient notice, Proposer shall provide real time reporting services to court participants requesting said accommodation under the Americans with Disabilities Act (ADA).

2. Proposers shall have been locally engaged in continuous court reporting business, which may include civil or criminal depositions, courtroom work, or administrative proceedings, for the last two (2) years. Proposals will be considered from reporters normally engaged in providing and performing the services specified. At start of Agreement, Proposers must have in place the organization, facilities, equipment and trained personnel to ensure prompt and efficient service. The Committee reserves the sole right to determine a Proposer's ability to perform in accordance with the specifications, terms and conditions of this Request for Proposal.
3. **METHODS FOR INVOICING AND PAYMENT:** Payment for all court reporting services that are required to be paid from State of Florida funds shall concur with the schedule of fees contractually agreed to by the parties. No additional fees shall be permitted without further written agreement between the parties to the Agreement. Contractors shall submit to the entity for which the services are performed their invoice, itemized worksheets showing the date, hours worked, judges name, reporters name, type of proceeding, and court clerk and reporter's signatures utilizing the Uniform Invoice which will be provided.
4. **LOCATIONS AND SERVICES TO BE PROVIDED:** Proposers are hereby requested to furnish court reporting services, as needed, for all locations of the Courts of Brevard County of the Eighteenth Judicial Circuit, to include the following specific requirements:
 - a. Provide stenography appearance as needed, and
 - b. Transcriptions from stenography appearance as needed, and
 - c. Transcriptions from digital recordings as needed

Court Locations

Titusville
 Viera
 Melbourne
 Sharpes Jail

5. **LAWS AND RULES RELEVANT TO THE COURT REPORTING FUNCTIONS:** All services shall be provided pursuant to Florida Statutes, Florida Rules of Judicial Administration, and Eighteenth Judicial Circuit administrative orders.
6. **MINIMUM PERFORMANCE STANDARDS:** Proposers must be able to:

- a. provide court reporting services in an expeditious manner.
- b. provide transcripts that comply with Florida Rules of Judicial Administration.
- c. obtain notes, records, and transcripts from any reporter leaving the firm.
- d. provide timely distribution of requested transcripts.
- e. provide careful maintenance of files and records.
- f. E-file transcripts using the Florida Courts E-Filing Portal
- g. Provide Real-Time court reporting services when required

7. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Proposers must be able to operate as an independent contractor of the Court.

- a. The successful Proposer (contractor) shall pay any and all applicable sales, consumer, use, and similar taxes required by law. The contractor is responsible for reviewing and complying with all pertinent state and federal statutes including the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and all relevant state and federal employment laws. The contractor is responsible for reviewing and complying with all pertinent county ordinances.
- b. The contractor is solely responsible for all income tax, FICA, and any other withholdings from its employees', or subcontractors' wages or salaries. All benefits including health and life insurance, mandatory social security, retirement, liability/risk management coverage, workers and unemployment compensation are the sole responsibility of the contractor.
- c. The contractor shall be fully responsible for all acts and omissions of his/her sub-contractors and of persons and organizations directly or indirectly employed by them. The contractor shall hire, compensate, supervise, and terminate members of his or her work force. Such decisions are not subject to oversight or control by Judges or staff. The contractor shall control and direct the manner in which the work is performed, including the 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. The Court will not request or require that specific court reporters be assigned to specific courtrooms. The contractor sets the hours of work for members of the contractor's work force.
- d. Office work and transcription services shall not be performed on court property. The contractor or members of the contractor's work force are not agents or employees of the Eighteenth Judicial Circuit, the Florida Supreme Court, or the State Courts System and therefore will not be provided office space at the courthouse.

The contractor shall furnish his or her own equipment and supplies. The contractor shall pay his or her own business and/or travel, training, and continuing education expenses.

8. **NON-EXCLUSIVITY OF THE BUSINESS RELATIONSHIP:** The contractor is free to provide court reporting services to other private and public entities.
9. **NON-COMPLIANCE:** The contractor will be considered in non-compliance if (s)he fails to appear, fails to provide accurate transcripts, fails to accept 100% of scheduled services requested, fails to provide transcripts in the agreed upon time frame, or fails to fully comply and fulfill all paragraphs and sections of this Request for Proposal (Agreement). Non-compliance may result in any or all of the following:
 - a. Reduction in amount owed for appearance and transcript fees for specific proceeding by an amount up to 100 percent.
 - b. No additional work to Proposer (Contractor) until transcript is provided.
 - c. Termination of Agreement.

Accurate transcripts are defined as those with not more than one error per ten pages, excluding proper nouns from the count.

10. **ASSIGNMENT AND/OR SUBCONTRACTING:** Proposers may not assign or otherwise transfer their proposals.
11. **FACILITIES:** The Courts are not responsible for provision of space or facilities (including any and all utilities) for work, assignment issuance, or storage of supplies.
12. **STORAGE AND OWNERSHIP:** The contractor shall be responsible for ensuring compliance with the State of Florida's records retention schedule. The contractor shall deliver all records to the Director of Court Reporting Services, Office of the Court Administrator, located at 2825 Judge Fran Jamieson Way, 3rd Floor, Viera, Florida 32940, within sixty (60) days of the expiration of the Agreement unless the Agreement is renewed. This includes records in the possession of any court reporter previously employed by the provider. All original raw data tapes and discs shall be included. Data need not be duplicated. Boxed contents must be clearly and uniformly marked, and also follow any other special instructions required by the Director of Court Reporting Services. The Eighteenth Judicial Circuit shall be the owner of the records produced for the Courts by the contractor.

SECTION V - EVALUATION CRITERIA

The following criteria are the basis for award of this proposal:

CRITERIA	WEIGHT
Qualifications of organization and reporters	25%
Ability to cover services and respond timely to court needs	25%
Rates for appearance and transcripts	25%
Office location in Brevard County	20%
Familiarity with Brevard Circuit and County Courts	<u>5%</u>
TOTAL SCORE:	100%

The successful Proposer will be required to sign a written Agreement.

Evaluation of proposals will be conducted by committee members as follows:

Mark Van Bever, Trial Court Administrator
Michael Kazoroski, Director of Court Reporting Services
Ty Berdeaux, Court Operations Manager

The committee will evaluate all proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all proposals, and may, at their discretion conduct interviews with the Proposers.

The Court may require additional information and Proposers agree to furnish such information. The Court reserves the right to award the Agreement to that Proposer who will best serve the interest of the Court. The Court reserves the right based on its deliberations and in its opinion, to accept or reject any or all proposals. The Court also reserves the right to waive minor irregularities or variations to the specifications in the bidding process.

SECTION VI - PROPOSAL QUESTIONNAIRE

1. PROPOSER BACKGROUND:

- a. Proposer business name, address, telephone number, fax number, and email.
- b. Describe the qualifications to provide court reporting services.
- c. Length of time you have been in business.
- d. Number of reporters currently available in your organization.
- e. Services offered.
- f. Provide information regarding your financial stability.

2. APPEARANCES:

- a. Maximum amount of notification time needed to guarantee the appearance of a court reporter for any proceeding.
- b. Describe how you will ensure this ability to provide coverage within the above time frame.

3. WORK FORCE AND QUALIFICATION CRITERIA:

- a. Identify the job types (i.e. reporter, scopist, etc), number of personnel in each job type, and qualifications of personnel you will provide to cover the proceedings listed in Section IV. 4.
- b. Can you provide court reporting services listed in Section IV. 4, SIMULTANEOUSLY at all courthouses.
- c. Describe the means by which you will coordinate and manage the delivery of services.
- d. Describe how you will ensure transcript delivery for expedited, overnight, same day, and appeal transcript requests.

4. EQUIPMENT PLAN: Describe the type(s) and numbers of CAT court reporting equipment and software to be used to provide court reporting services.

5. GRIEVANCE PLAN: Describe your procedure for handling complaints about the performance or conduct of individual reporters or the company in general.

6. REFERENCES: List three references (other than the Courts) who have utilized your services providing the following information:

- a. Name
- b. Title
- c. Business address
- d. Telephone number
- e. Description of service(s) provided

7. WORK PRODUCT (if applicable): Please list the last 3 Brevard case numbers where proposer provided a transcript from a digital recording.

SECTION VII - COST INFORMATION (period July 1, 2019 through June 30, 2022)

APPEARANCE FEES

Standard Reporting	_____	Per hour
Weekend/Holiday	_____	Per hour
Real-Time	_____	Per hour
One and one-half hour minimum standard appearance	_____	Per hour

TRANSCRIPTS – STANDARD

Original (No Copy)	_____	Per page
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TRANSCRIPTS – EXPEDITED

Delivery on or before the next work day after the order:

Original	_____	Per page
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TRANSCRIPTS – EXPEDITED

Delivery after 1 but within 3 work days of the order:

Original	_____	Per page
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OTHER

Exhibits, Black/White	_____	Per page
Exhibits, Color	_____	Per page
Indexing	_____	Per page

EXHIBIT A

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that:

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

EXCEPTIONS: Attach list of exceptions. If none, so state.

Signature Printed Name

Firm Name Date

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

Personally known ____ OR produced identification _____ (*type of identification*)

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

My Commission expires _____