



FOURTH JUDICIAL CIRCUIT OF FLORIDA
COURT REPORTING SERVICES
INVITATION TO NEGOTIATE (ITN)
ITN # 04-22-001

Invitation to Negotiate (ITN)
For the Provision of Court Reporting Services to
The Fourth Judicial Circuit Court of Florida

Submission Deadline: **May 15, 2022**

Award Date: **June 1, 2022**

COURT REPORTING SERVICES FOR THE FOURTH JUDICIAL CIRCUIT COURT OF FLORIDA

INVITATION TO NEGOTIATE # 04-22-001

1. BACKGROUND

The term “**court reporting**” means the act of making a verbatim record of the spoken word, whether by the use of written symbols, stenograph equipment, or electronic devices in any judicial proceeding in any of the courts of the Fourth Judicial Circuit.

The term “**electronic recording**” or “**digital court recording**” refers to the process of digitally capturing and recording the complete verbatim record of any judicial proceeding by a digital court reporter using digital court recording equipment meeting the standards set forth by the Supreme Court of Florida.

The term “**transcription**” means the process of converting the complete verbatim record of a court proceeding generated by the notes, disks, or audio generated by a stenographic court reporter or digital court recordings into a text file as a printed certified transcript.

The subject of Court Reporting is generally covered in Florida Rule of General Practice and Judicial Administration 2.535. Specifically, Rule 2.535(h)(3) requires the Chief Judge of each judicial circuit to develop an administrative plan for the provision of court reporting services provided at public expense. The Chief Judge is also responsible for ensuring the record of court proceedings and testimony is properly taken and preserved. The funding of court reporting services is a State of Florida obligation.

2. PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to solicit proposals according to established purchasing procedures in a competitive process for the acquisition of court reporting services funded at public expense for judicial proceedings in the Fourth Judicial Circuit of Florida beginning July 1, 2022. The Fourth Judicial Circuit is comprised of Duval, Clay, and Nassau Counties. This ITN is for the provision of equipment, materials, and qualified personnel to conduct live, in-court reporting services and transcripts mentioned herein.

3. INQUIRIES

- a. Any questions or requests for additional information regarding this ITN shall be in writing and directed to the person designated.

Eve Janocko
Trial Court Administrator
Fourth Judicial Circuit
501 West Adams St.
Room 6175
Jacksonville, Florida 32202

Telephone: (904) 255-1002
Email: ejanocko@coj.net

- 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. If necessary, clarifications or additional information shall be issued by Court Administration. Unless issued in writing by Court Administration, nothing shall be binding upon this ITN.

4. SCHEDULE OF EVENTS

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

Advertisement of ITN: March 31, 2022
ITN Submission Deadline: May 15, 2022 @ 4:00 pm
Award Date: June 1, 2022

5. SCOPE OF WORK

- a. The awarded contractor(s) shall provide court reporting services pursuant to Florida Rule of General Practice and Judicial Administration 2.535 and administrative orders of the Fourth Judicial Circuit for the following proceedings in the Fourth Judicial Circuit according to this ITN:
 - i. Stenographic court reporting services in Circuit and County Criminal Divisions, Unified Family proceedings, in-Court proceedings and other proceedings unless the presiding judge determines that digital court reporters are the preferred method or as authorized by the Chief Judge.
- b. Proceedings in which the Court is required to provide a record at public expense will include criminal trials including jury selection; juvenile dependency and delinquency proceedings; felony evidentiary hearings; and substantive motion

hearings in felony court, e.g., suppression and stand-your-ground. In-person stenographers will continue to report felony calendars until further notice. The Circuit will not pay the contractor(s) for other proceedings without prior approval by Court Administration. Other proceedings shall be reported by Digital Court Reporters as determined by the Court.

- c. The awarded contractor(s) shall further provide the following:

Transcripts that comply with applicable Florida Rules of Court and Administrative Orders:

- A verbatim record of legal proceedings and accurate transcripts in a format acceptable to the Fourth Judicial Circuit and the Florida Supreme Court;
 - Timely distribution of requested transcripts;
 - Retention of reported court proceedings shall be properly identified and securely stored for a period of time as prescribed by Florida Rule of General Practice and Judicial Administration, Rule 2.430;
 - Careful and professional maintenance of court reporting files and records according to all applicable Court Rules;
 - Any and all other requirements of this ITN and specifications.
- d. The awarded contractor(s) shall be responsible for ensuring compliance with the State of Florida records laws. The Court shall be the owner of all the records produced for the Court by the contractor(s). If space permits, it will be the respective County's responsibility to provide space for the storage of records and notes generated by the contractor(s).
- e. The awarded contractor(s) shall administer and compile all necessary reports of services as requested or mandated by any division of the State of Florida.
- f. The court reporter services contract or any portion thereof shall not be assigned, subcontracted, or transferred except as allowed in this ITN specifications, response thereto, and the awarded contract without the prior expressed written consent of the Court.
- g. The Court in no way implies or guarantees any minimum expenditure as part of the resultant contract.
- h. The awarded contractor(s) shall maintain a case log that tracks all proceedings reported and transcribed and shall maintain a computer database of all billing information.

7. MINIMUM QUALIFICATIONS

- a. Proposers shall meet the following minimum qualifications:
 - i. Proposers shall have engaged in the provision of court reporting services in the Fourth Judicial Circuit for a minimum of one year.
 - ii. Proposers shall currently employ or contract with or demonstrate the ability to employ or contract with enough qualified stenographic court reporters to adequately supply the preferred method of reporting, sufficient support staff and management to service the needs of the Court.
 - iii. Proposers shall currently employ or demonstrate the ability to employ; at least one experienced real-time stenographic court reporter with related hardware and software to sufficiently meet the requirements of the Americans with Disability Act.
 - iv. Proposers shall be accountable for all its court reporters including, but not limited to, subcontractors.
 - v. Proposers shall have the ability to provide timely and accurate transcripts.
- b. Court reporters of proposers shall meet the following minimum qualifications:
 - i. Court reporters shall be Notaries Public.
 - ii. Stenographic court reporters shall meet the qualifications established by the Florida Statutes, Fourth Judicial Circuit and Florida Supreme Court Administrative Orders, Rules of General Practice and Judicial Administration, and other applicable rules of Court. All court reporters shall be governed by certification requirements as may be adopted by the Fourth Judicial Circuit.
 - iii. Court reporters shall be capable of translating, editing, and producing typed transcripts as needed, having full responsibility for technical accuracy.
 - iv. Court reporters shall be capable of producing accurate transcripts consistent with established standards of accuracy.
 - v. Court reporters shall have an extensive knowledge of court practices and procedures.
 - vi. Court reporters shall be skilled, knowledgeable, and dedicated to achieving and maintaining a high level of professionalism.

- vii. Court reporters shall be proficient in the English language, legal terminology, court practices and procedures, transcript preparation, and professional responsibility.
- viii. Court reporters shall use steno-machines, provided by the reporters and/or proposers and capable of accommodating computer-aided transcription (CAT).

8. CONTRACTUAL RELATIONSHIP

- a. The Fourth Judicial Circuit reserves the right to award one or more contracts to provide the required services as deemed to be in the Court's best interest. Any awarded contractor(s) shall provide the services required herein strictly under a contractual relationship and is not, nor shall be, construed to be an employee of the Court. As an independent contractor, the awarded contractor(s) shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local laws including the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The awarded contractor(s) shall be responsible for all income taxes, FICA, and any other withholdings from its employees, or subcontractor's wages or salaries. Fringe benefits shall be the responsibility of the awarded contractor(s) including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.
- b. As an independent contractor, the awarded contractor(s) 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.
- c. Office space for purposes of managing contract services or otherwise fulfilling duties pursuant to the scope of work will not be provided. Office furnishings, supplies, or other equipment will not be provided. The Court will not pay for any business travel, training, or continuing education expenses on behalf of the awarded contractor(s) either.
- d. Prior to commencing work, the successful proposer(s) will be required to sign a written contract incorporating the specifications and terms of this ITN and the response thereto. **Any contracts awarded as result of this ITN shall begin on or about July 1, 2022, for a period of one (1) year through June 30, 2023.** Contract renewals for three (3) additional one-year periods shall be allowed upon the mutual consent of the contractor(s) and the Court. The renewal option shall be exercised only if all original contract terms, conditions, and prices are complied with and remain the same.

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

9. CANCELLATION/TERMINATION

- a. The Court reserves the right to cancel the contract, and all extensions or renewals thereof, without cause by giving thirty (30) days written notice to the contractor of the intention to cancel. The contract, and all extensions or renewals thereof, may be canceled for cause at any time if the contractor fails to fulfill or abide by any contract terms or condition. Failure of the awarded contractor(s) to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the Court.
- b. In addition to all other legal remedies available, the Court reserves the right to obtain from another source, without competition, any items that have not been delivered pursuant to the terms of the contract. The Court further reserves the right to impose sanctions as provided by law or within the inherent power of the Court.

Payment for contract services will be made from public funds appropriated for this purpose and shall concur with the rate schedule agreed to by the parties. No additional fees will be paid. The contract may be terminated at any time if appropriated funds are no longer available. The awarded contractor(s) shall submit weekly invoices for services provided and required monthly statistical reports by the 10th of each month for services provided during the preceding month. All invoices and statistical reports shall be accompanied by supporting documentation.

10. NONCOMPLIANCE

- a. The awarded contractor(s) shall be considered in noncompliance with contract terms by failing to:
 - Provide qualified court reporters at all assigned proceedings;
 - Appear at any regularly scheduled or impromptu hearing;
 - Appear in a timely manner at any required proceeding;
 - Provide timely and accurate transcripts (not more than one error per 10 pages);
 - 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:
 - Reduction in the amount owed by any amount up to 100%;
 - Imposition of Court sanctions;
 - Termination of the contract.

11. INSURANCE AND BONDS.

- a. The awarded contractor(s) shall not commence any work in connection with the agreement until obtaining all required insurance. The awarded contractor(s) shall keep all insurance policies current throughout the period of the contract and subsequent renewals thereof.
- b. All insurance policies and bonds shall be issued by insurers licensed to do business in the State of Florida and who shall have a minimum rating of B as listed in Best's Key Rating Guide published by the A.M. Best & Company, Inc.
- c. All insurance policies required shall name the Fourth Judicial Circuit as an additional insured. All insurance policies shall contain language requiring thirty (30) days prior written notification to the Court of any changes in any policy or of any non-renewal or cancellation.
- d. The awarded contractor(s) shall 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 awarded contractor(s) 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 that 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 liability coverage, including, as appropriate, professional liability coverage, on an occurrence basis in the minimum amount of **\$100,000.00** (defense cost shall be in excess of the limit of liability), naming the Fourth Judicial Circuit and the Florida State Courts System as an additional insured.

12. INDEMNIFICATION

The awarded contractor(s) shall, for the consideration of \$10.00, indemnify, pay the cost of defense, including attorney's fees, and hold harmless the Court from all suits, actions, or claims brought on account of any injuries or damages received or sustained by any person(s) or property by, or from said contractor or contractor's agents; or in consequence of any neglect in safeguarding the work; or on account of any act of

omission and/or neglect, except only such injury or damage as shall have been occasioned by the sole negligence of the Court. Awarded contractor(s) shall pay the cost of defense, including attorney's fees, and indemnify and hold harmless the Court from all suits, actions, or claims of any contractor brought by or on behalf of contractor's employees or subcontractors. If legal action is commenced regarding the contract, the awarded contractor(s) agrees venue shall be non-jury in the Fourth Judicial Circuit Court of Florida.

13. SUBMITTAL REQUIREMENTS

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

TO: Eve Janocko
Fourth Judicial Circuit Trial Court Administrator
ejanocko@coj.net

BY: 4:00 p.m. May 15, 2022

SUBJECT LINE: "ITN 04-22-001, COURT REPORTING SERVICES"

- c. Proposed contractor(s) will receive an email confirming the number of pages received.
- d. Any proposal received after the advertised deadline will not be considered for award.

14. PROPOSAL CONTENT

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

- a. Proposer information;
 - i. Proposer's official business name, address (both physical and mailing), telephone and fax numbers; and type of business such as sole proprietorship, partnership, or corporation, including the State of incorporation;
 - ii. Length of time in business;
 - iii. Location(s) of business operations;

- iv. Proposer's qualifications;
 - v. Qualifications and experience of corporate officer(s) and/or key personnel;
 - vi. Name, qualifications (resumes), and certification of each court reporter proposed to staff the Court;
 - vii. Description of support staff;
 - viii. Evidence of meeting qualification requirements set forth herein; and
 - ix. 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 to perform duties, including hardware, software, and backup and support services.
 - d. Grievance Plan – Include a description of the manner in which complaints concerning fees, errors, tardiness, etc., against individual court reporters or the proposer are handled by the proposer. The grievance procedure should include establishment of a board composed of various representatives, i.e., Court Administration, Bar Association, etc.
 - e. Quality Assurance - Include the proposer's statement of commitment to quality assurance; the proposer'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 –Include the name(s) of any employee or officer of the Fourth Judicial Circuit Court of Florida who owns, directly or indirectly, an interest of 5% or more in the proposer. Also, include the name(s) of any employee, officer, or agent of the proposer who has any conflict of interest associated with this project. See Conflict of Interest Disclosure Form, appended hereto as Exhibit A.
 - g. References - Include the name, address, and telephone number of at least three (3) clients for whom similar services are performed.
 - h. Fee Structure - The Court reserves the right to negotiate any or all proposed fees prior to any agreement/award.

i. Include proposed fees for the following:

1. Appearance Fees for Stenographic Court Reporters-

- daily rate
- half-day rate
- weekend/holidays
- hourly overtime rate

2. Appearance Fees for Real-Time Stenographic Court Reporters-

- daily rate
- half-day rate
- weekend/holidays
- hourly overtime rate

3. Appearance Fees for Out of Court Proceedings by Conflict Counsel-

- daily rate
- half-day rate
- hourly overtime rate

4. Cancellation/No Show Fees

5. Video Services

6. Transcript Fees: Court Proceedings

- a) Standard Delivery (10 business days)
 - original (+ 1 copy & 1 electronic copy), per page
 - additional copies, per page
- b) Early Delivery (4 – 9 business days)
 - original (+ 1 copy & 1 electronic copy)
 - additional copies, per page
- c) Expedited Delivery (within 3 business days)
 - original (+ 1 copy & 1 electronic copy), per page
 - additional copies, per page

- d) Daily Delivery (within 1 business day)
 - original (+ 1 copy & 1 electronic copy), per page
 - additional copies, per page

- e) Rough Draft of Transcript

7. *Transcript Fees: CD, DVD or Cassette Tape* (other than digital CD of proceedings)

- a) Standard Delivery (10 business days)
 - original (+ 1 copy & 1 electronic copy), per page
 - additional copies, per page
- b) Early Delivery (4 – 9 business days)
 - original (+ 1 copy & 1 electronic copy), per page
 - additional copies, per page
- c) Expedited Delivery (within 3 business days)
 - original (+ 1 copy & 1 electronic copy) , per page
 - additional copies, per page
- d) Daily Delivery (within 1 business day)
 - original (+ 1 copy & 1 electronic copy), per page
 - additional copies, per page

8. *Transcript Fees: Copies*

- a) Standard Delivery less than one year of original transcript (within 6 business days)
- b) Standard Delivery after one year of original transcript (within 6 business days)
- c) Expedited Delivery (within 3 business days)
- d) Daily Delivery (within 1 business day)

15. EVALUATION OF PROPOSALS

A Review Committee, consisting of Judges and Court Administration staff, will evaluate all proposals. The Review Committee reserves the right to request interviews of any or all respondents as may be necessary toward a fair and equitable proposal evaluation. The Review Committee will make a recommendation for award to the Chief Judge.

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

- Proposed Costs (30 points)
- Staffing Plan:
Qualifications of personnel (45 points)
(principals, court reporters, support)
- Technological capabilities and support (10 points)
- Financial viability (10 points)
- References (5 points)

Exhibit A

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that:

I _____ *(name)* am the
_____ *(title)* and the duly authorized representative
of _____ *(Proposer name)* whose address is

_____ ; and,

I possess the legal authority to make this affidavit on behalf of myself and the proposer for which I am acting; and,

Except as listed, no employee or officer of the Court owns an interest of 5% or more in the proposer, and no employee, officer, or agent of the proposer has any conflict of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

This proposal is made without prior understanding, agreement, or connection with any other corporation, proposer, 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: _____

Proposer Name: _____

Date: _____

Sworn to and described before me this _____ day of _____, 2022

Personally known _____

OR produced identification _____

(Type of Identification)

My Commission expires _____

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