



SEVENTH JUDICIAL CIRCUIT OF FLORIDA

COURT REPORTING SERVICES

**REQUEST for STATEMENT OF QUALIFICATIONS (RSQ)
RSQ # 07-24-001**

**Provision of Court Reporting Services
Seventh Judicial Circuit Court of Florida**

**Submission deadline: March 22, 2024 @ 5:00 p.m.
Pre-response conference: February 28, 2024 @ 2:00 p.m. (Zoom)
(Meeting ID: 850 9360 3918 / Passcode: 363586)**

UPDATED: 2/28/2024 (see 14 (h) – Fee Structure)

COURT REPORTING SERVICES FOR
THE SEVENTH JUDICIAL CIRCUIT COURT OF FLORIDA

REQUEST for STATEMENT OF QUALIFICATIONS # 07-24-001

SPECIFICATIONS

1. BACKGROUND

The Seventh Judicial Circuit (“Court”) is comprised of Flagler, Putnam, St. Johns, and Volusia counties. The Court needs court reporting services within the counties that it serves. 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 General Practice & Judicial Administration.

2. PURPOSE

The purpose of this RSQ is to solicit responses in accordance with established purchasing procedures in a competitive process. The Court is seeking responses from entities to provide publicly funded stenographic court reporting services in the Seventh Judicial Circuit of Florida, including producing transcripts from electronic recordings for the Court, beginning July 1, 2024. Any court reporting entity interested in providing services is welcome to submit a response to this RSQ.

3. INQUIRIES/SCHEDULE

- a. Any questions or requests for additional information regarding this RSQ must be in writing, directed to the entity designated, and received no later than 5:00 p.m. on March 7, 2024. Questions and answers will be posted on the Court’s website (www.circuit7.org).

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 RSQ 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 website (www.circuit7.org). Unless issued in writing by Court Administration as a written addendum, nothing said or done will be considered binding upon this RSQ.

Schedule of Events

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. All listed times are Eastern Time.

Advertisement of RSQ	February 16, 2024
Pre-response Conference	February 28, 2024 @ 2:00 p.m. (via Zoom) (Meeting ID: 850 9360 3918 / Passcode: 363586)
Questions/Inquiries Deadline	March 7, 2024 @ 5:00 p.m.
Submission Deadline	March 22, 2024 @ 5:00 p.m.
Advertisement of Intent to Award	April 5, 2024

4. PRE-RESPONSE CONFERENCE

A pre-response conference via Zoom will be held at 2:00 p.m., February 28, 2024. All interested court reporting entities are encouraged to attend to review the RSQ requirements and 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 Captioning (CART) services pursuant to the Americans with Disabilities Act (Attachment D).
- 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:
 - Death Penalty trials and capital post-conviction proceedings;
 - Any other Court proceedings at the request of Court Administration.
- c. Proceedings may be conducted in chambers, hearing rooms, courtrooms, or offsite locations.
- 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 per Rule 2.535, Florida Rules of General Practice & Judicial Administration;
 - Accurate transcripts of proceedings that comply with Rule 2.535(f), Florida Rules of General Practice & 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 General Practice & Judicial Administration, all other Florida Rules of Court, and administrative orders;
 - Retention of notes, records, and transcripts per requirements of Rule 2.430(e), Florida Rules of General Practice & 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 RSQ and the resulting contract.
- e. The awarded Contractor(s) will ensure 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 General Practice & Judicial Administration. The Court is considered the owner of all records produced for the Court by the Contractor (s).
- f. The Court does not imply or guarantee any minimum expenditure as part of the resultant contract.**

6. MINIMUM QUALIFICATIONS

- a. To be considered for an award under this RSQ, Contractor(s) submitting a response must meet the following minimum qualifications:
1. Have provided court reporting services for at least 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 meet the needs of the Court adequately.
 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 meet the requirements of the Court and who possesses a Certified Real-time Reporter (CRR) certification from the National Court Reporters Association (NCRA).
 4. Have the ability to provide transcripts 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 certifications issued by the National Court Reporters Association (NCRA), National Verbatim Reporters Association (NVRA), or Florida Court Reporters Association (FCRA – FPR-C). Real-time stenographic reporters must possess CRR certificates. All reporters will be governed by any certification requirements that the Florida Supreme Court may adopt.
 3. Reporters must be capable of producing accurate transcripts consistent with established standards of accuracy. Reporters preparing transcripts must possess a certification from one of the organizations mentioned in 6(b)(2) above or the American Association of Electronic Reporters and Transcribers (AAERT).
 4. Reporters must have an extensive knowledge of court practices and procedures.

5. Reporters must be skilled, knowledgeable, and dedicated to achieving and maintaining high levels of professionalism.
6. Reporters must be proficient in English, legal terminology, transcript preparation, and professional responsibility.
7. Reporters must supply their own steno-machines capable of accommodating computer-aided transcription (CAT).

7. COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

All respondents submitting responses under this RSQ 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 hires, compensates, supervises, and terminates members of its workforce. It directs and controls how work is performed, including conditions under which individual court reporters will report; when, where, and how court reporters will report; and the job assignments of individual court reporters. It sets the hours of work for members of its workforce. The Court does not pay for any business travel, training, or continuing education expenses on behalf of an awarded contractor.

8. CONTRACT TERM/RENEWAL

Before commencing work, the awarded Contractor(s) must sign a written contract which will include, but is not limited to, the terms of this RSQ and the response thereto, as well as general contract terms and conditions. **Any contract awarded as a result of the RSQ will begin on or about July 1, 2024, for three (3) years through June 30, 2027.** 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 outlined in the contract.
- b. Penalties for noncompliance will be imposed and may include any or all of the following:
 - Financial consequences as outlined 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 all required insurance is obtained. The Contractor must keep all insurance policies current throughout the contract period and subsequent renewals thereof.
- b. All insurance policies required herein must be issued by insurers authorized and licensed to do business in 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 coverage required herein.
- e. The Contractor (s) must obtain and maintain Professional Liability Insurance for \$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. E-VERIFY REQUIREMENTS

The Contractor(s) must comply with sections 448.09 and 448.095, Florida Statutes, regarding the use of the Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R s. 274a.

Before executing a Contract/Agreement, the Contractor(s) will be required to provide proof of E-Verify registration or a completed State Courts System E-Verify Registration Waiver Affidavit (Attachment B). The Contractor(s) must provide a completed State Courts System Subcontractor's Registration Affidavit or E-Verify Registration Waiver Affidavit and proof of registration for each subcontractor performing work under this contract.

Contractor(s) are cautioned that violations of these provisions by them or their subcontractor(s) may result in fines, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, placement on the State of Florida Suspended Vendors list and immediate termination of the Contract/Agreement by the Circuit pursuant to section 448.095(5)(c), Florida Statutes.

Pursuant to section 448.095(5)(c)3, Florida Statutes, the Contractor(s) are liable for any additional costs incurred by the Circuit as a result of the termination of this Contract/ Agreement for a violation of these provisions.

12. CONTRACTING WITH ENTITIES OF A FOREIGN COUNTRY OF CONCERN

Pursuant to Section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in Section 287(1)(c), Florida Statutes, possesses a controlling interest in the entity. Before the execution of a Contract/Agreement, the Contractor(s) will be required to complete and submit an affidavit signed by an officer or authorized representative of the Contractor under penalty of perjury that their company is not an entity the Circuit is prohibited from contracting with pursuant to Section 287.138, Florida Statutes (Attachment C).

13. SUBMITTAL REQUIREMENTS

- a. Responses must be typed on white letter-size paper, and each element of the RSQ must be addressed clearly and concisely. Each element must be labeled and indexed.
- b. One (1) original, marked “ORIGINAL,” and four (4) copies, each marked “COPY,” are required of each response. Responses must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:
“RSQ 07-24-001, COURT REPORTING SERVICES”
DUE: 5:00 p.m., Friday, March 22, 2024
- c. Any response received after the advertised deadline will not be considered for award.

14. CONTENT

Responses 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 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 – (Attachment A) 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 before 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. Appearance Fees for CART Reporters
 - daily rate
 - half-day rate
 - hourly rate
- 4. Cancellation/No Show Fees
- 5. Transcript Fees:
 - a) Standard Stenographic
 - original, per page
 - copies per page
 - b) Expedited Stenographic (within 72 hours)
 - original, per page
 - copies per page
 - c) Daily Stenographic (overnight)
 - original, per page
 - copies per page

- d) Electronic Re-write Fee
- e) Standard Electronic
 - original, per page
 - copies per page
- f) Expedited Electronic (within 72 hours)
 - original, per page
 - copies per page
- g) Daily Electronic (overnight)
 - original, per page
 - copies per page
- h) Non-certified Transcript (dirty copy)
 - original, per page
 - copies per page
- i) Certified Transcript via electronic means
- j) Non-certified Transcript via electronic means

15. EVALUATION OF RESPONSES

- a. A Review Committee will evaluate all responses. The Review Committee reserves the right to request interviews with the designated representative of any or all respondents as may be necessary for a fair and equitable evaluation. The Court reserves the right to award one or more contracts to provide the required services deemed in its best interest or to reject all responses.
- 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

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

E-VERIFY REGISTRATION WAIVER AFFIDAVIT

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(5)(a), Florida Statutes, that every public employer, Contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name: _____

Business or Business Entity Legal Address: _____

Business or Business Entity Taxpayer Identification Number: _____

I hereby certify that my business:

_____ Is not engaged as an “employer” who hires individuals as an “employee” to perform labor or services in exchange for a salary, wages or other remuneration requiring the completion and submission of the U.S. Citizenship and Immigrations Services Form I-9, “Employment Eligibility Verification”, does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages and submit them to the Internal Revenue Service, has no power to dictate or control an individual’s work duties and obligations, and does not supervise employees of subcontractors.

_____ Is located outside the United States, does not have any physical locations within the United States, and is not considered an “employer,” as described in the paragraph above.

For reasons stated above, my business or business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this affidavit, I agree not to hire employees who are not authorized to be employed in the United States as defined under 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer or if any employees are hired. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or Affirmed) and subscribed before me by means of (☐) physical presence or (☐) online notarization this ____ day of _____, 202____, by _____, who (☐) is personally known to me or (☐) produced identification. Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath
Pursuant to section 117.10, Florida Statutes

Attachment C

CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT

I, _____, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

Business or Business Entity Legal Name: _____

Business or Business Entity Legal Address: _____

Business or Business Entity Taxpayer Identification Number: _____

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138(1)(c), Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138(1)(a), Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of section 287.138, Florida Statutes, may result in civil penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or Affirmed) and subscribed before me by means of (☐) physical presence or (☐) online notarization this ____ day of _____, 202____, by _____, who (☐) is personally known to me or (☐) produced identification. Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath
Pursuant to section 117.10, Florida Statutes

Answers to Questions Received (as of 3/11/2024)

Question: In the event court reporter coverage is needed for events other than capital / post-conviction proceedings, would the Court consider allowing vendors to utilize AAERT-certified digital reporters to capture the record using digital recording equipment if a stenographer is not available?

Answer: YES

Question: Can you confirm that this pricing and contract would apply to work throughout the four counties of the circuit?

Answer: The Court is soliciting vendor responses for work throughout the circuit. Vendors may submit responses to cover proceedings in any/all portions of the circuit. Contract details will depend upon the quantity and quality of responses received.