



The Office of Purchasing
 213 Palafox Place
 2nd Floor, Room 11.101
 Pensacola, FL 32502
 Telephone: 850.595.4980
 Fax: 850.595.4805

Request for Quotation:
 Court Reporting Services

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

IMPORTANT: PRICES QUOTED ARE F.O.B. Escambia County
 Identify inquiries By Quote Number

RFQ #: **PD 10-11.016**
Court Reporting Services

REPLY BY:
5:00 p.m., CST,
~~Tuesday, January 11,~~
2011 Friday,
January 14, 2011

REPLY TO: **Joe Pillitary, CPPB,**
CPPO, Purchasing Coordinator

ISSUE DATE: **Friday,**
January 7, 2011

SECTION BELOW MUST BE FILLED IN BY VENDOR COMPLETELY

| | | | |
|-------------------------|--|-----------------------------|--------|
| VENDOR NAME: | | AREA CODE/PHONE #: | |
| VENDOR MAILING ADDRESS: | | TOLL FREE #: | FAX #: |
| CITY-STATE-ZIP: | | FEI #(FEDERAL EMPLOYER ID): | |

| ITEM | DESCRIPTION |
|------|---|
| 1. | <p>Court Reporting Services for Escambia County Agencies and eligible users for the period of FY 10-11 in accordance with the specifications and requirements.</p> <p>Please reply by 5:00 p.m., CST, Friday, January 14, 2011.</p> |

| | |
|--------|-----------------------------------|
| TERMS: | NET 30-UNLESS OTHERWISE INDICATED |
|--------|-----------------------------------|

| | | |
|--|----------------------------------|----------------|
| TYPED NAME OF Purchasing Agent : Joe Pillitary, CPPB, CPPO, Purchasing Coordinator | DATE: January 07, 2011 | SIGNATURE: |
|--|----------------------------------|----------------|

Attention Vendor: We submit the above prices and agree to make a delivery in accordance with specifications and requirements for Court Reporting Services. This offer is good for 45 days from the limitation date set for reply. My terms for payment are as follows: _____. In submitting the above it is expressly agreed that upon proper acceptance of any or all items by Escambia County Florida, a Purchase Order shall be created. Escambia County Florida may reject any and all quotes and/or requote the entire offering.

| | | |
|-----------------------|-------|------------|
| TYPED NAME OF VENDOR: | DATE: | SIGNATURE: |
|-----------------------|-------|------------|

BID FORM
Specification Number PD10-11.016
Court Reporting Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Request for Quotation" for **PD 10-11.016 Court Reporting Services** as described and listed in this Request for Quotation, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

This quotation is to be attached to the completed "Invitation to Bid" and must be returned to the County.

This bid shall apply to all Court Reporter Services provided to Escambia County agencies or eligible users.

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|------------|---------------------------------|-------------------|
| 1. | Appearance Fee: (8:30am-5:00pm) | |
| | First hour | _____ per hour |
| | Each hour after first | _____ per hour |
| 2. | Appearance Fee: | |
| | Overtime, Weekends, Holidays | |
| | First hour | _____ per hour |
| | Each hour after first | _____ per hour |
| 3. | Transcript Fee: | |
| | Original & one copy | |
| | (10 working days delivery) | _____ per page |
| 4. | Expedited Transcript Fee: | |
| | Daily, Original and one copy | |
| | (24 hour delivery) | _____ per page |
| | Original and one copy | _____ per page |
| | (72 hour deliver) | |
| 5. | Transcript Copy Fee: Copies | _____ per page |

II. USERS MAY CHOOSE FROM THESE SERVICES

| | | |
|----|--------------------------|------------------|
| 1. | Exhibits | _____ per page |
| 2. | Telephone reporting | _____ per page |
| 3. | Key Word Indexing | _____ per word |
| 4. | Key Word Indexing | _____ per phrase |
| 5. | Real Time Reporting | _____ per hour |
| 6. | Board, public meetings | _____ per hour |
| 7. | Transcription from tapes | _____ per hour |
| 8. | Transcription from tapes | _____ per page |

PLEASE ENTER OFFEROR'S OFFICIAL HEADQUARTERS ADDRESS ON THE LINE BELOW FOR THIS JUDICIAL CIRCUIT.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the quotation period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County
Purchasing Cards? Yes ___ No ___.

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

Offeror: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

ATTACHMENT "A"
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

1. FEES AND COSTS APPLICABLE TO ESCAMBIA COUNTY:

- A. Cancellation of appearance by an Escambia County agency or eligible user without a minimum of four (4) hours notice to the Contractor prior to scheduled commencement time will result in the agency paying the Contractor \$40.00.
- B. The first hour appearance fee shall be paid in full regardless of the time worked. Each hour after the first shall be billed and compensated rounded to the nearest quarter hour.
- C. Appearance fees shall not be paid for travel time or any break (including meal breaks).
- D. No per diem or mileage shall be paid when the appearance is located within fifty (50) miles of the Contractor's official circuit headquarters. Outside of that distance, per diem and mileage shall be compensated in accordance with Section 112.061, Florida Statutes.
- E. All charges for postage and photocopying and reproduction of exhibits, supported by appropriate invoices or receipts, shall be billed and reimbursed at cost. No transcript shall be sent other than by regular United States mail, unless otherwise approved by the eligible user.
- F. If an eligible user requests computer disk(s), condensed transcripts, word indexes, and video tape(s) with the order of a transcript, the computer disk(s) and video tape(s) shall be provided at no charge.
- G. No excerpt search charge will be allowed.

2. GENERAL INFORMATION:

- A. Contractor(s) shall provide court reporting services for Escambia County agencies and eligible users on an open-end basis. No guarantees as to a specific number of hours or transcript pages are expressed or implied. All equipment and supplies for the services required herein shall be provided by the Contractor and shall be included in the base rate per bid.
- B. Court reporting services shall be provided on both a scheduled and an unscheduled basis. Such services may be subcontracted to approved subcontractor(s), as provided below. Scheduled services are those where notice to Contractor is provided at least five (5) working days prior to the subject proceeding. Subcontractors may not subcontract any work.
- C. If during the contract period, the Contractor adds employees or associates, who were not originally listed and a resume provided at the time of the Request for Quotation, that reporter is not eligible for court reporting work under the contract until a resume is received and approved by the Office of the County Attorney. The same procedure will be used for the approval of subcontractors.

ATTACHMENT "A" (continued)
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

3. QUALIFICATIONS OF OFFERORS:

- A. Quotations will only be considered from firms normally engaged in providing and performing the services specified herein. In Escambia County and Santa Rosa County, Offerors must have in place the organization, facilities, equipment, and trained personnel to ensure prompt and efficient services. Escambia County reserves the sole right to determine a bidder's ability to perform in accordance with the specifications, terms, and conditions of this Request for Quotation.
- B. Awards will be made by Escambia County when evidence of ability to perform is deemed satisfactory. Quotations may be rejected when either evidence submitted, or a subsequent investigation or an evaluation, indicates that the bidder is unable to perform or failed to comply with provisions of other similar contracts.
- C. Offerors must have been engaged in continuous court reporting business, which must include either civil or criminal depositions, courtroom work, or administrative proceedings and meet the following qualifications:

All court reporters must:

- 1. be Notary Publics.
 - 2. have a minimum of five (5) years of verifiable court reporting experience.
 - 3. be fluent in reading, writing, and speaking the English language.
- D. Each offeror shall include in his or her bid the following items:
 - 1. Proof that every court reporter proposed to work under this contract is a Notary Public.
 - 2. Documentation or certification indicating that the offeror has been engaged in continuous court reporting business, including criminal/civil deposition or courtroom work for the last five (5) years. Examples of proof include, but are not limited to: an insurance policy in the business name, tax returns in the business name, a lease in the business name, or a letter from clients.
 - 3. Reference letters from three (3) Florida organizations for whom the Contractor now, or has within the past two (2) years provided the type of services required herein, two (2) of which must be governmental entities. Each reference must specify the service provided by the Contractor's business.
 - 4. A resume for each court reporter, who will perform services under the contract, verifying at least five (5) years of prior court reporting experience as of January 1, 2011.

ATTACHMENT "A" (continued)
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

4. APPEARANCES:

Appearances will be scheduled and unscheduled, and offered to the successful offeror(s) award rank order by Escambia County or other eligible users.

5. CERTIFIED TRANSCRIPTS:

- A. Certified transcripts must meet all page standards defined in Rule 2.070, Florida Rules of Judicial Administration. In the event that Escambia County finds non-compliance by the Contractor with these standards, the County will debit the entire cost of non-compliant transcript from future payments. Repeated non-compliance will be cause for termination.
- B. Information regarding appearances and witnesses must be on as few pages of the transcripts as possible and not on separate pages.
- C. Reporters must make every effort to reduce and minimize the number of pages prepared within the boundaries of the Florida Statutes and the Florida Rules of Judicial Administration.
- D. Certified transcripts must be bound with a cover not affixed with staples.

6. COMPACT DISKS:

Diskettes will be provided without additional cost with any original and one (1) copy of a transcript order. Compact disks shall be provided, in Microsoft Word format, and available as requested by the contracting agency.

7. CONDENSED TRANSCRIPTS:

Four to a page condensed transcripts will be provided without additional cost with any original and one (1) copy of a transcript order.

8. EXHIBITS:

Photocopies of exhibits and laser color copies of photographic exhibits marked and identified during the deposition shall be attached to the deposition transcript by two-hole punch to the inside of the back cover or by three-hole punch to the transcript and appropriately tabbed or divided by number or letter unless otherwise instructed by employing agency. The contractor is entitled to be reimbursed for the actual costs of reproduction of copies of the exhibits, but shall not be entitled to charge additional fees for assembling, collating, hole punching, tabbing, etc. of the exhibits.

9. CONTRACTING PRINCIPLES:

- A. A court reporter shall disclose to all parties present the existence of any direct or indirect contracting relationship with any attorney or party to a proceeding.
- B. A court reporter shall not indicate, in act or by appearance that the court reporter is participating as part of an advocacy support team for one of the parties.

ATTACHMENT "A" (continued)
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

- C. The court reporter shall always comply with federal, state, and local laws and rules that govern the conduct of court reporters (such as those that deal with certifications, confidentiality, custody of transcripts, and contracting).

10. **NON-COMPLIANCE:**

- A. The Contractor will be considered in non-compliance if (s)he fails to appear, fails to provide accurate transcripts, fails to accept ninety (90) percent of scheduled services requested, or fails to provide transcripts in the agreed upon time frame. Non-compliance may result in any or all of the following:
1. Reduction in amount owed for appearance fee and transcripts for specific proceeding by an amount up to one hundred (100%) percent.
 2. No additional work offered to Contractor until a transcript is provided.
 3. Termination of Contract.
- B. Accurate transcripts are defined as those with not more than an average of one (1) error per ten (10) pages, excluding proper nouns.

11. **GENERAL CONDITIONS:**

- A. The Contractor must provide services to employing agencies for all work offered, including nights, weekends, and holidays at the rates quoted. When a Contractor is offered a scheduled job, with at least five (5) working days notice, the Contractor shall have twenty-four (24) hours to accept or decline the job. An unscheduled job is one with less than five (5) working days notice. For unscheduled work with three (3) or four (4) working days notice, the Contractor shall have eight (8) hours to accept or decline the work. For unscheduled work with two (2) working days or less notice, the Contractor shall have four (4) hours to accept or decline the work. For unscheduled work with twenty-four (24) hours notice, the Contractor shall have up to two (2) hours to accept or decline the work. Such time frames apply even if the reporter utilizes an answering machine, voice mail, or an answering service to receive offers for jobs.
- B. If the lowest responsive and responsible Contractor does not accept the work, the employing agency then must go to the next lowest responsive and responsible vendor . If no Contractor is suitable or available, the employing agency may use a noncontract court reporter, meeting the contract's requirements.
- C. Only the employing agency may cancel an appearance. Court reporters may not unilaterally cancel an appearance even if the reporter is unable to confirm or verify a scheduled job. Proper notice should be given to the employing agency anytime the reporter is unable to confirm or verify a scheduled job.
- D. Any break while providing service does not restart calculations for appearance fees. The first hour back from any break is not a first hour for billing purposes.

ATTACHMENT "A" (continued)
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

- E. When twenty-four (24) or seventy-two (72) hour expedited delivery is requested, the employing agency must have possession of the transcripts before the expedited time period expires.
- F. Tape recording is prohibited as a primary source of reporting. Stenomask reporting is allowed under this contract.
- G. If the Supreme Court of Florida promulgates or revises regulations governing the duties of court reporters during the period of this contract, Escambia County reserves the right to modify or rewrite this contract under the criteria set by the Supreme Court.
- H. Invoices or bills of the Contractor for services or expenses under this Contract must indicate at a minimum the following:
 - 1. Case name(s) and number(s).
 - 2. Date(s) services rendered.
 - 3. Time at which the proceeding commenced and adjourned, hourly fee, and amount due.
 - 4. Description of services performed and costs incurred.
 - 5. Number of original transcript pages and contract amount per page, number of copy pages and contract amount per page, and the amount due for each.
 - 6. The contract number assigned by the Office of Purchasing.
 - 7. The employing agency's name and the requesting attorney name.
 - 8. Such additional information as may be required to process such invoice.
 - 9. All costs associated with each proceeding shall be presented by the Contractor to the eligible user on a separate bill or invoice.
- I. In the event the Contractor fails to provide services under the terms of this Contract, the Contractor will pay liquidated damages to the County of five hundred dollars (\$500) per proceeding (e.g., hearing, deposition, trial, etc.). The parties now recognize the difficulty in ascertaining actual damages and agree that the Contractor shall pay this amount as liquidated damages and not as a penalty.
- J. This Contract may be terminated by Escambia County in whole or in part at any time for convenience or for cause should the interest of the County require such termination. Escambia County also reserves the right to seek termination of this contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy. Escambia County further reserves the right to terminate this Contract in the event an assignment is made for the benefit of creditors. This Contract may be terminated by the Contractor only by mutual consent of both parties and a such written request must be received by the CAO sixty (60) days prior to the proposed termination date.

ATTACHMENT "A" (continued)
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

1. If Escambia County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time or the Contract will be terminated at the end of such time.
2. If Escambia County terminates the Contract for reasons other than unsatisfactory performance of the Contractor, the County shall notify the Contractor of such termination, with instructions as to the effective date of termination or to specify the stage of the work at which the Contract is to be terminated.
3. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of Escambia County and will be turned over promptly by the Contractor.

K. Throughout the term of this Contract, the Contractor shall comply with the insurance requirements described in this Section. In the event the Contractor fails to procure and maintain each type of insurance required by this Contract, or in the event the Contractor fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Contract immediately upon written notice to the Contractor.

12. GENERAL REQUIREMENTS.

- A.
- 1) The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section, and the County has approved such insurance.
 - 2) All insurance policies shall be with insurers qualified and doing business in the State of Florida, authorized by the Secretary of State, and the Department of Financial Services. The Contractor shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County and the Board of County Commissioners as additional named insured.
 - 3) The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- B. The Contractor shall carry Florida Workers' Compensation and Employers Liability to meet the statutory requirements of the State of Florida.
- C. The Contractor shall carry Commercial General Liability with \$1,000,000 minimum per occurrence limits, including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual

ATTACHMENT "A" (continued)
SPECIFICATIONS AND REQUIREMENTS
COURT REPORTING SERVICES

liability and products, and completed operations. Escambia County and the Board of County Commissioners shall be additional insureds on this policy.

- D. The Contractor shall carry Business Automobile Liability covering "Any Auto" with \$1,000,000 minimum limits.
- E. The Contractor shall carry Professional Liability with minimum limits of \$1,000,000 covering those exposures arising out of the rendering of or the failure to render professional services.
- F. All insurance carriers shall be "A" (excellent) rated with a minimum financial size category of "VIII", according to the A.M. Best Key Rating Guide, latest edition. Alternatively, offshore or captive insurance may be acceptable to the County as long as it is fully disclosed on a certificate of insurance or similar format.
- G. Insurance shall be verified by a certificate of insurance. Certificates shall be sent to Escambia County, Attention: Joe Pillitary, CPPB, CPPO, Purchasing Coordinator, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. Certificates shall contain a minimum of thirty (30) days notice of cancellation, non-renewal, reduction in limits, or other material change affecting the County.
- H. All liability insurance shall be on the "occurrence" form, unless a "claims made" form is approved in writing by the County Division of Risk Management. "Claims made" coverage shall have a retro-date prior to the effective date of the Agreement as well as any succeeding liability coverage carriers. The Contractor shall maintain Professional Liability insurance for three (3) years after the termination date of the Agreement to cover all such claims which might arise under this Agreement. All liability limits specified in this Agreement shall be maintained for this Agreement only, without reduction by the Contractor's exposure under its regular book of business. This fact shall be reflected by an endorsement to the policy. This latter requirement may be waived if the Contractor provides complete disclosure of its policy limits to the County, and such waiver is approved by the County Division of Risk Management.
- I. Neither approval by the County nor failure to disapprove the insurance furnished by the Contractor shall relieve it of full responsibility for having the required insurance coverages in force during the term of the Contract.
- J. The insurance provided by the Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by the County shall be in excess of and not contributing with the insurance provided by or on behalf of the Contractor.
- K. If the Contractor subcontracts any of its services, then the subcontractors shall be required by the Contractor to maintain all insurance coverages specified in this Section.