

THE TWELFTH JUDICIAL CIRCUIT OF FLORIDA
SERVING DeSOTO, MANATEE AND SARASOTA COUNTIES

SPANISH INTERPRETING SERVICES

INVITATION TO NEGOTIATE (ITN)
ITN #14-001-12



Invitation to Negotiate (ITN) Provision of
Spanish Interpreting Services Twelfth
Judicial Circuit Court of Florida

Submission deadline: Friday, October 31, 2014 by 3:00 p.m.

SPANISH INTERPRETING SERVICES

TWELFTH JUDICIAL CIRCUIT COURT OF FLORIDA

INVITATION TO NEGOTIATE #14-001-12

SPECIFICATIONS

1. **BACKGROUND**

The term "Court Interpreters" has a common meaning for most people. "Court Interpreters" ensure due process and the constitutional right of access to the courts and equal protection by eliminating communication barriers based on disability or limited ability to communicate in English. In cases where fundamental rights are at stake, due process requires that Spanish interpreting services be provided by the court at public expense (state funded). The subject of Appointment of Interpreters is generally covered by Rule 2.560, Florida Rules of Judicial Administration. The funding of court interpreters became a state obligation pursuant to s. 29.004(5), Florida Statutes, effective July 1, 2004.

2. **PURPOSE**

The purpose of this Invitation to Negotiate (ITN) is to solicit proposals in accordance with established purchasing procedures in a competitive process for the acquisition of Spanish court interpreters funded at public expense for specific court proceedings as delineated in Scope of Work, paragraph 5(c), in the Twelfth Judicial Circuit, which serves: DeSoto, Manatee and Sarasota Counties, commencing January 5, 2015. This ITN is for the provision of contractual services mentioned herein only.

3. **TIMELINE**

Listed below are the dates and times by which stated actions will be taken. If the Twelfth Judicial Circuit determines that it is necessary to change any of these dates and times, notice of any such change will be posted on the Twelfth Judicial Circuit website at www.jud12.flcourts.org. Such posting shall constitute proper notification to any and all interested parties of said change and/or amendment to this ITN or dates.

DATE & TIME	TASK
9/3/14 by 3pm	ITN issued
10/1/14 by 3pm	Deadline for receipt of written questions
10/15/14 by 3pm	Deadline for posting answers on website
10/31/14 by 3pm	Deadline for receipt of ITN submissions
11/19/14 by 3pm	Posting of Intent to Award
1/5/2015	Contract Services begin

All questions and answers will be posted on the Twelfth Judicial Circuit website at www.jud12.flcourts.org.

4. **NOTICE OF INTENT TO AWARD CONTRACT**

Notice of Intent to Award Contract(s) will be posted on the Twelfth Judicial Circuit website www.jud12.flcourts.org. The notice will be available November 19, 2014.

The Court will electronically post a notice of intended award at www.jud12.flcourts.org.

If the notice of award is delayed, in lieu of posting the notice of intended award the Court will post a notice of the delay and revised date for posting the notice of intended award.

Any person who is adversely affected by the decision shall file with the Court a notice of protest within 72 hours (excluding weekends and holidays) after the electronic posting.

The Court will not provide tabulations or notices of award by telephone.

5. **SCOPE OF WORK**

The interpreter shall provide services to the court as follows:

- a. The interpreter shall serve at the pleasure of the Chief Judge.
- b. The interpreter shall provide live spoken Spanish language interpreter services (no telephonic or remote video interpreting is permitted) in all due process cases where an interpreter is requested, unless acceptance of a case would create a conflict of interest and impartiality for the interpreter.
- c. Interpreter is expected to handle all of the administrative functions necessary to adequately schedule interpreters, cover all interpreting needs within the county and handle last-minute or emergency requests.
- d. Interpreter services are required for due process court events at numerous locations throughout the circuit. Due process events include misdemeanor hearings and trials; felony hearings and trials; juvenile delinquency hearings; juvenile dependency hearings; defendants in Jimmy Ryce or Baker Act cases; indigent wards in guardianship cases; child support writ hearings when the respondent is incarcerated; and hearings related to the issuance of an injunction for protection. The court requires that an interpreter always

- be present at certain proceedings, including arraignments and first appearances. A list of these court events is included at the end of this ITN as Exhibit "A".
- e. An interpreter is also required to be present at all first appearance, detention and shelter hearings held every weekend and all court holidays. On weekends and holidays these are held at 8am in Manatee County and at 9am in Sarasota County. The interpreter in Sarasota County is also responsible for providing interpreting services, if needed, via video to the DeSoto County jail. These hearings are held either right before or immediately following the Sarasota County first appearances, detention and shelter hearings and are held at the same location. The Sarasota County contract will include this service.
 - f. In all other due process events, interpreters are requested and scheduled by either the public defender's office, court appointed attorneys, the ORC, the Attorney General's Office, the state attorney's office, private attorneys, pro se individuals or judicial assistants. It is the obligation of the party requesting interpreter services to notify and schedule the interpreter at least 24 hours in advance of the court event. Court Administration does not coordinate the interpreter's schedule or assignments. The interpreters are responsible for getting all court dockets and scheduling all interpreters needed for court events throughout the county for which the contract is held and for scheduling enough interpreters to cover all required court events.
 - g. The court does not provide an interpreter for any non-court events, such as attorney/client meetings, depositions, mediations, meetings with probation officers, meeting with the clerk's office, etc. Any requests for interpreting services for these non-court events must be made privately and separately to the interpreter and paid for by the requesting party.

- h. The interpreter will adhere to standards and procedures for qualifications, certification, professional conduct, ethics, discipline and training for court interpreters as established by the Florida Supreme Court, Florida Statutes, Florida Rules of Court or other regulatory body.
- i. The interpreter must be available to arrive at the scheduled County Courthouse or Judicial Center within thirty (30) minutes after emergency requests are made by a Judge or Court Administration staff.
- j. The interpreter will maintain records of the cases, including hours and days for which court interpreter services are provided and types of interpreters used (certified, provisionally approved and neither) and report this information to the circuit on a monthly basis.
- k. Employees of the Twelfth Judicial Circuit cannot work as an employee, sub contractor, or agent to the interpreter to provide court interpreter services to this court.
- l. Pursuant to Rule 14.330, Florida Rules for Certification and Regulations of Spoken Language Court Interpreters, interpreters shall disclose any real or perceived conflict of interests. In the event that the interpreter determines that he or she has a clear conflict of interest regarding any assigned case, the interpreter shall immediately withdraw from the case and advise the circuit. If a conflict of interest arises after the interpreter has begun performance of services on a case, he or she shall be compensated for services performed.

- m. Each interpreter shall act in a professional manner keeping with Code of Professional Conduct as set forth pursuant to Rule 14.300, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters.
- n. The interpreter shall be responsible for ensuring compliance with the State of Florida's Judicial Branch Records Retention standards laws. The link is as follows: http://www.floridasupremecourt.org/decisions/2011/JudicialBranchRetentionSchedule-01_06_11.pdf. The Court shall be the owner of all the records produced for the Court by the contractor(s). It will be the court's responsibility to provide space for the storage of records and notes generated by the contractor(s), if necessary.
- o. The interpreter's contract or any portion thereof shall not be assigned, subcontracted, or transferred except as allowed in the ITN specifications, response thereto, and the awarded contract without the prior expressed written consent of the Court.

6. **MINIMUM QUALIFICATIONS AND SKILLS**

Proposed interpreters shall meet the following minimum qualifications:

- a. Interpreters shall accurately and completely represent their certifications, training, and pertinent experience pursuant to Rule 14.320, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters. This includes attesting that he or she is currently fluent in the spoken language for which she or he is providing court interpreter services.
- b. The interpreter should state if he/she is "certified" or "provisionally approved" by the Office of the State Courts Administrator as a language interpreter, pursuant to Rule 14.100, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters, or holds a Federal Certification as a language interpreter.

- c. The interpreter shall also provide the names, certifications and credentials of all staff, sub-contractors or agents who will be providing interpreting services to the Court.
The Court reserves the right to deny approval or usage of any sub-contractor, employee or agent interpreter provided by the interpreter. Criminal background checks will be done on all interpreters, sub-contractors, employees and agents.
- d. Interpreters shall be impartial and avoid conflicts of interest pursuant to Rule 14.330, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters.
- e. Interpreters shall maintain their certification status as mandated by the Florida Supreme Court, or other regulatory body throughout the term of the contract.
- f. Interpreters shall attest that he/she possess the skills and ability to competently perform the duties of court interpreter. Interpreters shall immediately notify the Contract Manager of any adverse action associated with providing court interpreter services taken against the interpreter, and the outcome of such action.
- g. Interpreters shall conduct themselves in a professional demeanor which is consistent with the dignity of the court and shall be as unobtrusive as possible pursuant to Rule 14.350, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters.
- h. Interpreters shall render a complete and accurate interpretation without altering omitting, summarizing or adding anything to what is stated or written and without explanation, pursuant to Rule 14.310, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters. Interpreter assumes full responsibility for technical accuracy and completeness.

- i. Interpreters shall have an extensive knowledge of court practices and court procedures. Specifically, interpreters should have extensive knowledge of Twelfth Judicial Circuit practices and court procedures regarding the scheduling, coordinating and use of interpreters.
- j. Interpreters shall be skilled, knowledgeable and dedicated to achieving and maintaining a high level of professionalism.
- k. Interpreters shall be proficient in the English language, legal terminology, court practices and procedures and professional responsibility.
- l. Interpreters shall continually improve their skills and knowledge and advance the profession through activities such as professional training, continuing education and interaction with colleagues and specialized in related fields, pursuant to Rule 14.390, Florida Rules for Certification and Regulation of Spoken Language Court Interpreters.

7. COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

- a. The Twelfth Judicial Circuit Court reserves the right to award one or more contracts to provide the required services as deemed to be in its best interest of its court operations. 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.
- b. The Court will award between one and three contracts to provide Spanish interpreting services in the Twelfth Judicial Circuit. Depending on the proposals received, it may award one contract for the entire circuit or one contract for each county.

- c. 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 contractor(s) shall be responsible for all income taxes, FICA, and any other withholdings from its employees, or subcontractor's wages or salaries. Any other benefit shall be the responsibility of the contractor(s) including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.
- d. 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 interpreters will report; when, where, and the manner in which individual interpreters will report; and the job assignments of individual interpreters. It shall set the hours of work and all interpreter assignments for members of its work force.
- e. Office space, office furnishings, supplies, or other equipment for purposes of managing contract services or otherwise fulfilling duties pursuant to the scope of work will not be provided. The Court will not compensate or reimburse for any business travel, training, or continuing education expenses on behalf of the contractor(s).
- f. Prior to commencing work, the successful proposer(s) will be required to sign a written contract incorporating the specifications and terms of this Invitation to Negotiate and the response thereto. Any contract awarded as a result of the ITN shall

begin on January 5, 2015, for a period of eighteen months through June 30, 2016.

One contract renewal for up to three additional years shall be allowed upon the mutual consent of the contractor(s) and the Court.

- i. The contractor(s) shall not be exclusively bound to the Court and may provide Spanish interpreting services to other private and public entities.
- ii. The Court in no way implies or guaranties any minimum expenditure as part of the resultant contract.
- iii. The contract manager associated with Spanish interpreting services for the Circuit is Linda Pluta.

9. **CANCELLATION/TERMINATION**

- a. The Court reserves the right to cancel the contract and all extension or renewals thereof, without cause and for any reason by giving ten (10) days written notice to the contractor(s) of the intention to cancel. The contract and all extensions or renewals thereof, may be canceled for cause at any time if the contractor(s) fails to fulfill or abide by any contract term or condition. Failure of the 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 which 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.

- c. Payment for contract services will be made from public funds appropriated for this purpose and shall concur with the fee 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 contractor(s) shall submit monthly invoices and required statistical reports no later than the 10th of each month for services provided during the preceding month to Linda Pluta, Judge Lynn N. Silvertooth Judicial Center, 2002 Ringling Boulevard, 8th Floor, Sarasota, FL 34237. All invoices and statistical reports shall be accompanied by supporting documentation.
- d. Fiscal Non-Funding Clause: If the State of Florida does not appropriate sufficient funds to sustain either the Court Interpreting Program or interpreter services for the remainder of this Contract, the Court and/or the State of Florida shall notify the Interpreter of such occurrence and this Contract shall terminate pursuant to the terms expressed in said Notice. If no specific date of termination is provided in said Notice, this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Court or the State of Florida. The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of this Agreement.

10. NONCOMPLIANCE

- a. A contractor shall be considered in noncompliance with contract terms by failing to:
 - i. Appear at any regularly scheduled or impromptu hearing;
 - ii. Appear in a timely fashion at any required proceeding;

- iii. Provide all required invoices and other documentation in a timely and accurate manner;
 - iv. Fully comply with any and all conditions set forth in the contract.
- b. Penalties for noncompliance may be imposed and may include termination of the contract.

11. 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. 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. In the event legal action is commenced regarding this contract, contractor(s) agrees venue shall be non-jury in the Twelfth Judicial Circuit Court of Florida.

12. SUBMITTAL REQUIREMENTS

- a. Proposals shall be typed on white letter-size paper and each element of the ITN shall be addressed in a clear, concise manner. Each element shall be labeled and indexed. Proposals shall be individually bound.
- b. One (1) original, marked "ORIGINAL", and four (4) copies, each marked

"COPY", are required of each proposal. Proposals shall be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

"ITN 14-001-12, SPANISH INTERPRETING SERVICES"

DUE: October 31, 2014 by 3:00 p.m.

- c. Any proposal received after the advertised deadline will not be considered for award.

13. PROPOSAL CONTENT

Proposals shall not exceed 20 pages in length, exclusive of required forms or attachments. All pages must be numbered and the proposal must contain at a minimum, the following information in this order:

- a. Proposer Information:
 - 1. Proposer's official business name, address (both physical and mailing), telephone and fax numbers; type of business such as sole proprietorship, partnership, or corporation, including the State of incorporation;
 - 2. Length of time in business;
 - 3. County location(s) of business operations;
 - 4. Firm's qualifications; experience of owner and/or key personnel;
 - 5. Which county/counties are you submitting proposals for;
 - 6. Names and qualifications of interpreting staff, agents or sub-contractors that will be providing the interpreting services;
 - 7. Description of support staff, if any;
 - 8. Evidence of meeting qualification requirements set forth herein;

- b. **Administrative Plan** - Include a statement indicating your understanding of the court's interpreting needs and the requirements thereof. Explain how you intend to handle all of the administrative functions required to adequately schedule interpreters, cover all interpreting needs in the county and how will you handle last-minute or emergency requests. Also explain your method and system for accurately reporting which court events you provided interpreting services for and which interpreter provided the services.
- c. **Communication Plan** - Include a specific description of how you can be contacted to schedule interpreter requests, from both the parties mentioned in paragraph 5(f) and by the court. Provide detailed information, including email addresses, whether you text, primary phone number to be used, etc. Also include your communication plan for emergencies and weekends/holidays. The court prefers that cell phone use, including calls, texts and emails, be the primary communication used.
- d. **Grievance Plan** - Include a description of how complaints concerning errors, tardiness, demeanor, professionalism, etc. against individual interpreters or the firm are handled by your 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 interpreters for proceedings; plan(s) for hiring, training, continuing education, and performance evaluation of employees. If any of the interpreters listed in section 13(a)(6) are not certified interpreters, please describe in detail the plan for each of them to become certified, including timeframes, if any. Please also explain what your procedures are

for notifying the court when the interpreter used in court is not certified. See Rule 2.560, Fla. R. Jud. Admin.

- f. Conflict Disclosure (use attached form) - Include the name(s) of any employee or officer of the Twelfth 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 two (2) clients, excluding employees of the Twelfth Judicial Circuit and Twelfth Circuit judges, 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. The Court prefers to pay a monthly flat fee per month to provide all interpreting services and other rate structures will not be considered.

Flat Fee Per Month Base Rate: The Court will pay a flat monthly fee for providing Spanish interpreting services in each county as follows:

DeSoto County - \$3,125 per month
Manatee County - \$10,125 per month
Sarasota County - \$10,125 per month

Throughout the term of the contracts awarded the court will also provide fixed incentive increases to the Interpreter for using Florida certified interpreters to provide services. If Florida certified interpreters are used and provide at least 50% of the monthly interpreting services to the court for at least three consecutive months, the court will increase the monthly base rate by 10% beginning with the fourth month.

Additionally, if Florida certified interpreters provide at least 75% of the monthly

interpreting services to the court for at least three consecutive months, the court will increase the monthly base rate by 20% beginning with the fourth month. These rates are subject to verification by Court Administration that Florida certified interpreters were used. In both cases, if the percentage of court events interpreted by Florida certified interpreters drops below 50% or 75% respectively, Interpreter's monthly payment will be reduced to the original base monthly rate the following month.

14. EVALUATION OF PROPOSALS

a. A Review Committee, consisting of the Trial Court Administrator, Chief Deputy Court Administrator, Budget Analyst and Purchasing Specialist will evaluate all proposals. In its sole discretion, 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 may exclude from consideration any ITN submission for any reason in its sole discretion should it determine said award would not be in the best interest of the Twelfth Judicial Circuit.

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

- i. Experience 25 points
- ii. Qualifications of personnel (interpreters and support staff) 25 points
- iii. Administration Plan 25 points
- iv. Availability of sufficient number of qualified personnel 20 points
- v. Communication Plan 5 points

15. CONTACT INFORMATION REGARDING INVITATION TO NEGOTIATE

a. This Invitation to Negotiate (ITN) is issued by the Twelfth Judicial Circuit's Court Administration Office. The Issuing Officer to send offer(s) to during this procurement period is:

Walt Smith, Court Administrator
Court Administration – 12th Judicial Circuit
2002 Ringling Blvd. 8th Floor
Sarasota, FL 34237

- b. The contact individual for the submission of questions as specified regarding this

Invitation to Negotiate, or clarification requests along with the contact information is:

Linda Pluta, Budget Analyst
Court Administration – 12th Judicial Circuit
2002 Ringling Blvd. 8th Floor
Sarasota, FL 34237
Email: lpluta@jud12.flcourts.org

- c. All Vendor's questions must be submitted by e-mail and received on or before the time and date specified in the Timeline (Section 3) in this Invitation to Negotiate at the address provided above. Answers to questions submitted will be e-mailed back to all participating vendors and posted at <http://www.jud12.flcourts.org>
- d. Vendor Proposals shall be mailed or delivered to either of the following addresses:

For Manatee & DeSoto Counties:

Court Administration – 12th Judicial Circuit
1051 Manatee Avenue West, 8th Floor
Bradenton, FL 34205

For Sarasota County:

Court Administration – 12th Judicial Circuit
2002 Ringling Blvd., 8th Floor
Sarasota, FL 34237

- e. Restrictions of Communication with Court Personnel - Vendors shall not communicate with any judicial court staff, OSCA staff or other related staff members concerning this Invitation to Negotiate, except for the contact person identified in Section 15 of this Invitation to Negotiate.

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 described 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 "A"

FELONY ARRAIGNMENTS		
Monday	9:00AM	DeSoto County
Friday	9:00AM	Manatee County
Friday	9:00AM	Sarasota County

MISDEMEANOR ARRAIGNMENTS		
Thursday	8:30AM	DeSoto County
Monday through Thursday	8:30AM	Manatee County
Monday through Thursday	9:00AM	Sarasota County
(Wednesdays are Interpreter days, usually last from 9-11)		
Monday and Thursday	9:00AM	Venice

FIRST APPEARANCES		
Monday-Friday	1:00PM	Manatee County
Saturday/Sunday	8:00AM	Manatee County
Monday-Friday	1:00PM	Sarasota County
	9:00AM	
Saturday/Sunday	(jail)	Sarasota County
(Weekends includes DeSoto First Appearances via video)		

INJUNCTION HEARINGS		
Friday	9:00AM	DeSoto County
Tuesday/Wednesday	1:30PM	Manatee County
Tuesday	2:00PM	Sarasota
Thursday	9:30AM	Venice

Florida State Court System
General Contract Conditions for Services

1. Definitions.
2. Invoicing and Payment.
3. Lobbying and Integrity.
4. Indemnification.
5. Limitation of Liability
6. Suspension of Work.
7. Termination for Convenience.
8. Termination for Cause.
9. Public Records Requirement
10. Americans with Disabilities Act
11. Section 508 Requirements
12. Force Majeure, Notice of Delay, and No Damages for Delay.
13. Scope Changes.
14. Renewal.
15. Advertising.
16. Assignment.
17. Antitrust Assignment
18. Dispute Resolution.
19. Employees, Subcontractors, and Agents.
20. Security and Confidentiality.
21. Contractor Employees, Subcontractor, and other Agents.
22. Insurance Requirements.
23. Warranty of Authority.
24. Warranty of Ability to Perform.
25. Notices.
26. Modification of Terms.
27. Cooperative Purchasing.
28. Waiver.
29. Annual Appropriations.
30. Execution in Counterparts.
31. Severability.
32. Travel.
33. Right to Audit.
34. Rule of Interpretation.
35. Real Time Transcription Services for Persons who are Deaf or Hard of Hearing.
36. Real-Time Court Reporting for the Hearing Impaired.
37. Compliance with Federal and State Anti-Discrimination Legislation.

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. The following additional terms are also defined:

(a) “Contract” means the enforceable agreement that results from a successful solicitation or other procurement. The parties to the Contract will be the Court and Contractor.

(b) “Court” means a State Court System entity that will procure services directly from the Contractor under the Contract.

2. Invoicing and Payment. Invoices must contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Contractor that the Court deems necessary to verify any deliverable under the Contract. Payment will be made in accordance with section 215.422, Florida Statutes, which governs time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors may result in a delay in payment. Contractors may call (850) 488-3730 Monday through Friday to inquire about the status of payments by the Court. The Court is responsible for all payments under the Contract. The Court’s failure to pay, or any delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Court.

- Vendors can set up direct deposit (recommended) for payment of services by filling out the State of Florida Direct Deposit Payment Authorization form <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>
- Vendors can visit the Florida Accounting Information Resource page at <http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> to view payment history or see pending payments.

3. Lobbying and Integrity. The Contractor shall not, in the performance of duties required under this Contract use funds provided by this Contract to lobby the legislature or any state agency. The Contractor shall not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Court officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Court officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits, of money, services, employment, or contracts of any kind. Upon request of the Court’s Inspector General, or other authorized Court official, the Contractor shall provide any type of information deemed relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three years after the expiration of the Contract. The Contractor agrees to reimburse the Court for the reasonable cost of investigation incurred

by the Inspector General or other authorized Court official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Court which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any cost of investigations that do not result in the Contractor's suspension or debarment.

4. Indemnification. The Contractor shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Court and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor shall fully indemnify, defend, and hold harmless the Court from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court shall give the Contractor (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense become non-fringing. If the Contractor is not reasonably able to modify or otherwise secure the Court the right to continue using the product, the Contractor shall remove the product and refund the Court the amounts paid in excess of a reasonable rental for past use. The Court shall not be liable for any royalties. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any Contract with the State. The first ten dollars paid on the awarded contract shall constitute the specific consideration for the Contractor's indemnification of the Court.

5. Limitation of Liability. For all claims against the Contractor regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Contract, or two times the charges rendered

by the Contractor. This limitation shall not apply to claims arising under the Indemnification paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for

lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from the amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Contractor or its affiliates to the Court against any payments due the Contractor under any contract with the State.

6. Suspension of Work. The Court may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the SCS to do. The Court shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation except for work performed.

7. Termination for Convenience. The Court, by written notice to the Contractor, may terminate the Contract in whole or in part when the Court determines in its sole discretion that it is in the Court's interest to do so. The Contractor shall not furnish any continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

8. Termination for Cause. The Court may terminate the Contract if the Contractor fails to (1) provide deliverables within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, or regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted deliverables were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and

obligations of the parties shall be the same as if the termination had been issued for the convenience of the Court. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.

9. Public Records Requirement. The Court may terminate a Contract if the Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the contractor in conjunction with the Contract, unless the records are exempt from 2.420 Rule of Judicial Administration.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Section 508 Requirements. The Contractor must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and part three of Chapter 282, Florida Statutes. Those statutes establish a minimum level of accessibility to those who have disabilities.

12. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Court in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Court. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Court determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Courts, in which case the Court may (1) accept allocated performance or deliverables from the Contractor, provided that the Contractor grants preferential treatment to Courts with respect to deliverables subject to allocation, or (2)

purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

13. Scope Changes. The Court may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Court may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

14. Renewal. Upon mutual agreement, the Court and the Contractor may renew the contract, in whole or part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

15. Advertising. The Supreme Court, the District Courts of Appeal, the Trial Courts and the Office of the State Courts Administrator (OSCA), do not under any circumstances permit the use of the Court or OSCA name, the names of Justices or Court or OSCA staff, the Court seal or any other similar identifying information in the Contractor's promotional or marketing materials, including press releases. The Contractor agrees that it will refrain from reference to the Supreme Court or OSCA name, the names of Justices or Court or OSCA staff, the Court seal or any other identifying information in such materials.

16. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Court; provided, the Contractor assigns to the Court any and all claims it has with respect to the Contract under the antitrust laws of the United States and the Court. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Court expressly waives such secondary liability. The Court may assign the Contract with prior written notice to Contractor of its intent to do so.

17. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

18. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by Court Administration, or other designated Court employee, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate

state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

19. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Court. The Court may conduct, and the Contractor shall cooperate in, a security background check on any employee, subcontractor, or agent furnished by the Contractor. The Court may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualification, quality of work, change in security status, or non-compliance with a Court's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Court may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

20. Security and Confidentiality. The Contractor shall comply fully with all security requirements and procedures of the Court in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Court. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Court's confidential information or material that is otherwise obtainable under State law as a public record. The Contractor shall take appropriate steps with its personnel, agents, and subcontractors to insure confidentiality. The warranties of this paragraph shall survive the Contract.

21. Contractor Employees, Subcontractors, and other Agents. The Contractor, its employees, subcontractors and agents are not employees or agents of the Court.

22. Insurance Requirements. During the Contract term, the Contractor 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. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

23. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or

the federal government. The Contractor shall immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of the Contract.

25. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Court. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated recipient may notify the other, in writing, if someone else is designated to receive notice.

26. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties. The Contract may only be modified or amended upon mutual written agreement of the Court and the Contractor. No alteration or modification of the Contract terms, including substitution of deliverables, shall be valid or binding against the Court.

27. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Court purchases are independent of the agreement between Court and Contractor, and the Court shall not be a party to any transaction between the Contractor and any other purchaser.

28. Waiver. The delay or failure by the Court to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

29. Annual Appropriations. The Court's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature.

30. Execution in Counterparts. The contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

31. Severability. If the Court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

32. Travel. Travel expenses will be paid in accordance with s.112.061, Florida Statutes. The Court may establish rates lower than the maximum provided in s. 112.061.

33. Right to Audit. Records of expenses pertaining to all services shall be kept in accordance with generally accepted accounting principles and procedures. The Vendor shall keep all records relating to this contract in such a way as to permit their inspection pursuant to Florida Rules of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.

34. Rule of Interpretation. All specific conditions will prevail over a general condition on the same subject.

35. Real-Time Transcription Services for Persons who are Deaf or Hard of Hearing. Vendors that provide real-time transcription services in court proceedings to ensure effective communication by a participant who is deaf or hard of hearing and entitled to auxiliary aids or services pursuant to Title II of the Americans with Disabilities Act of 1990, should be informed that they must comply with the Supreme Court Policy on Court Real-Time Transcription Services for Persons Who are Deaf or Hard of Hearing.

36. Real-Time Court Reporting for the Hearing Impaired. If the contractor provides real-time court reporting pursuant to this contract as an accommodation for the hearing impaired, the contractor hereby acknowledges that the State Courts System has specific standards for providing such services. Those specific standards are available from the Office of the State Courts Administrator.

37. Compliance with Federal and State Anti-Discrimination Legislation. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Contract, the Contractor will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

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