

**Florida Supreme Court
FLORIDA STATE COURTS SYSTEM
Marshal's Office**

JUSTICE ELEVATOR REPLACEMENT

**INVITATION TO BID (ITB)
ITB # 07-001-AM**

Submission deadline: October 12, 2007 @ 4:00 pm (EST)

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1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit proposals in accordance with established purchasing procedures in a competitive process for the renovation of the library dumbwaiter.

2. INQUIRIES

Any questions or requests for additional information regarding this ITB shall be in writing, directed to the person designated below. Email questions are acceptable.

Questions will only be answered at the mandatory Bidder's conference.

Name: <u>Alfredo Menendez</u>	Telephone: <u>850-922-6626</u>
Title: <u>Deputy Director of Facility</u>	FAX: <u>850-922-6195</u>
E-mail: menendea@flcourts.org	

3. ADDENDUM

Any clarification or additional information that may substantially affect the outcome of this ITB will be provided in the form of a written addendum. If necessary, clarifications or additional information shall be issued by the Office of the State Courts Administrator (OSCA). Unless issued in writing by the OSCA, nothing shall be binding upon this ITB.

All addenda will be posted on the State Court website @ http://www.flcourts.org/gen_public/purchasing/index.shtml

4. SCHEDULE OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the Marshal determines, in his sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this Proposal.

Advertisement of ITB	<u>September 21, 2007</u>
Deadline for Receipt of ITB (EST)	<u>October 12, 2007 @4:00 pm</u>
Posting of Intent to Award	<u>October 26, 2007</u>

Specifications:

**Justice Elevator Replacement
Specifications**

Capacity:	2500
Speed:	162 FPM – 50 HP Motor
Power Characteristics:	208 Volts 3 Phase 60 Hertz
Landings:	4
Openings:	4 in line, reverse at None
Bottom Floor Served:	First
Top Floor Served:	Fourth
Travel:	33 Ft. 8.25 In.
Platform Size:	7 Ft. 0 In. wide X 5 Ft. 0 In. deep
Entrance Size:	7 Ft. 0 In. High X 3 Ft. 6 In. Wide
Entrance Type:	1 Speed Side Opening

5. SCOPE OF WORK

Justice Elevator Replacement Specification

Logic Control:	Nonproprietary Controller
Power Control:	Solid State
Operation:	Selective Collective
Operational Features:	New
Power Unit:	New Submersible Power Unit
Mechanical:	Replace
Cage:	Replace
Guiderails:	Refurbish
Electrical Features:	New
Door Operation:	New GAL MOVFR Door Operator
Entrance Frame:	Clad with #4 Stainless Steel
Door Panel Work:	New #4 Stainless Steel Door Panels
Hatch Sill Work:	Reuse/Rehab
Fixture Design:	New Passenger Vandal Resistant Fixtures
Hall Fixture Finish:	New
Car Fixture Finish:	New
Cab Design:	New
Warranty Period:	12 months

Hydro Passenger Detail Description

VENDOR LOGIC CONTROL

The Logic Control operation will be accomplished utilizing Microprocessor Computer Logic Control. The Elevator Control Program will be contained in non-volatile, programmable, read only memory. Control will be constructed such that future alterations in elevator operation may readily be made by altering the read only memory. Safety circuits will be monitored and controlled by the programmable Logic Control for redundant protection. The Elevator Logic Control will be contained in a Cabinet.

SELECTIVE COLLECTIVE OPERATION

Pressure upon one or more Car Buttons will send the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed, provided the hoistway door interlock and car door switch circuits are completed. During this operation, the car will also answer calls from the landings which are in the prevailing direction of travel. Each landing call will be cancelled when answered.

Pressure upon a Hall Button at a floor above the car location will cause the car to start Up and answer any Up calls as they are reached by the car irrespective of the sequence in which the buttons had been pressed. The car will not stop at floors where Down buttons only had been pressed. If no further Car or Up Hall calls are registered, the car will reverse its direction preference for response to Car Calls or Down Hall calls.

The car will start Down to answer calls below the car and will not stop where Up calls only are registered. When traveling Up, the car will reverse at the highest call and proceed to answer calls below it. When traveling Down, the car will reverse at the lowest call and answer calls above it.

Should both an Up and a Down call be registered at an intermediate landing, only the call corresponding to the direction in which the car is traveling will be cancelled upon the stopping of the car at the landing. Terminal limit switches will be provided in the hoistway designed to automatically stop the car at or near the closest terminal landing.

OPERATIONAL FEATURES

OPERATION OF ELEVATOR(S) UNDER FIRE OR OTHER EMERGENCY CONDITIONS

KEY OPERATED SWITCH AT MAIN FLOOR

A three-position key operated switch will be provided at the floor closest to the grade level (i.e. main floor) for each single elevator or each group of elevators in one common bank. The key will be removable in the ON or OFF positions only. When the switch is in the ON position, all elevators controlled by this switch (which are on automatic service) will return non-stop to the main floor where the doors will open and remain open.

SENSING DEVICES:

"Heat and Smoke" or "Products of Combustion" Sensing Devices must be installed in accordance with NFPA No. 72E in each elevator lobby at each floor and in the elevator machine room. The activation of any elevator lobby Sensing Device will cause all cars that serve that lobby to return non-stop to the main floor. When the Sensing Device at the main floor elevator lobby is activated, all cars that serve that lobby will return non-stop to a predetermined alternate floor. Activation of a machine room Sensing Device will cause all cars to return to a predetermined landing. The key operated switch at the main floor (described above), when turned to the BY-PASS position, will restore normal service independent of the Sensing Devices.

SPECIAL SERVICE SIGNAL:

When either the main floor key switch or a Sensing Device is activated and elevator(s) are operating under any Special Service condition (including Inspection Service), both a visual and audible signal will be activated in the car(s), alerting the "attendant" to return non-stop to the main floor.

KEY OPERATED SWITCH IN CAR(S)

A three-position (OFF, HOLD & ON) key operated switch will be provided in the operating panel in each car. It will be effective only when the main floor key-operated switch (previously described) is in the ON position or when a Sensing Device has been activated and the car(s) have returned to the main floor. The key will be removable in each position. When the switch is in the ON position, the elevator will be placed on Emergency Service:

- a. The elevator(s) will be operable only from IN the elevator.
- b. Elevators will not respond to elevator corridor (hall) calls.
- c. The opening of doors will be by continuous pressure on the DOOR OPEN button. If that button is released prior to the doors reaching the fully open position, the doors will automatically close. Fully open doors will be closed by continuous pressure on the DOOR CLOSE button.
- d. When the switch is in the HOLD position, the car will remain at the floor with doors open and with the DOOR CLOSE and Car Floor pushbuttons inoperative.
- e. Each car will be equipped with a CALL CANCEL button. When the switch is in the ON position, pressure on the CALL CANCEL button will cancel all registered car calls. A traveling car will stop at or near the next available floor.

ANTI-NUISANCE FEATURE

When the number of registered car calls exceed the proportional load on the car, the registered car calls will be automatically cancelled.

INDEPENDENT SERVICE

A switch will be provided for selecting Independent Service Operation. When this switch is turned to the "ON" position, all previously registered car and hall calls for that car will be cancelled and the car will be transferred automatically to Independent Service for operation by an attendant.

The car will park with its doors open. Closing of the doors and starting of the car will be subject to constant pressure on a car button until the car starts in motion. After the car is in motion, the button may be released and the car will automatically proceed to and

stop at the landing for which the closest car call has been registered. Upon arrival at the floor, all registered car calls will be cancelled and the doors will automatically open (assuming power operated doors have been proposed). During this operation, the control system will not accept Hall calls.

DOOR OBSTRUCTION SIGNAL

An audible signal will be furnished which will sound after a predetermined, adjustable time if the door is held open. This audible signal will operate in conjunction with electronic door protection and will sound continually until the obstruction is removed.

REDUCED SPEED CLOSING

If, after a predetermined & adjustable time, the car door is held open, an audible signal will sound and the door will close at a reduced speed as long as the obstruction is present. If the obstruction is not removed, the door will continue to try to close until the obstruction is either removed or until the expiration of a preset time, at which the door will stop. After the obstruction is removed, the door will either reopen or continue to close after a Call/Hall call button or Door Open/Close button is pressed.

MECHANICAL FEATURES

HYDRAULIC POWER UNIT

A Hydraulic Power Unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An Up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting

passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

The following power unit accessories will be provided:

- Isolation Mounting Pads
- Tank Heater
- Tank Cooler

FIELD PIPE AND ACCESSORIES

All existing oil line piping (including the victaulic couplings) leading from the hydraulic cylinder(s) to the Power Unit will be replaced. This work will include provision of the necessary victaulic couplings.

The existing jack head packing and seals will be replaced and thoroughly tested. A manual valve, designed to shut off the flow of oil between the cylinder(s) and the power unit, will be provided in the oil line at the pit.

Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.

SLING AND PLATFORM

The existing **Car Frame and Platform** will be REPLACED. The crosshead, stiles and safety plank and platform support members will be new. All fastenings will be checked and tightened to establish a rigid frame.

New **Car Roller Guides** will be provided and mounted at the top and the bottom of the car frame. Each roller guide assembly will consist of wheels arranged to maintain constant contact on dry, non-lubricated rail surfaces.

HYDRAULIC MECHANICAL EQUIPMENT

Elevator Car Guide Rails will be provided and erected plumb and securely fastened to the hoistway framing.

HOISTWAY WIRING

The contractor will remove all existing wiring, conduit and duct from the hoistway. New

conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes). New wiring will be provided in the hoistway, adequately sized and constructed for the proper operation of the equipment. Multi-conductor type wiring for light and signal circuits shall be used in the elevator hoistway. All conductors will be copper and the minimum size of conductors, excluding those which form an integral part of control devices, shall be No. 14 for lighting circuits and No. 18 for operating, control, and signal circuits. Except for lighting conductors in traveling cable, No.18 conductors may be used in parallel to provide a current carrying capacity equivalent to not less than No. 14 size. Connections to the controller will be made in a manner that minimizes transmission of vibration or noise.

TRAVELING CABLES

The contractor will remove the existing traveling cables and replace with new traveling cables designed for elevator service. The cables will be sufficiently flexible to readily adapt to all changes in the position of the elevator car and hang straight without twist. The open loop will show no tendency to twist upon itself. Traveling cables will have non-metallic fillers and will be suspended by Kellum grips or looping cable around supports. The traveling cables will include telecommunication cabling and will terminate in a terminal box located on the car. The terminal boxes will have approved terminal strips for connecting conductors and will be provided with approved strain devices required to connect the supporting strands and relieve the traveling cable conductors strain. The swing of the traveling cables will be checked when the elevator is running and any shields and pads necessary to prevent chafing will be installed. The traveling cables and the corresponding groups of conductors connecting these cables to the control, signal, and car operating panels will each contain at least 10 percent spare conductors, but not less than two spare conductors of the same size and type. Each traveling cable conductor shall have a distinctive color-coded outer covering for identification. Terminal blocks will have indelible identification numbers for each terminal connection. Provide shielded wires for communication. Replace existing traveling cable hitches if necessary.

DOOR OPERATOR EQUIPMENT

A Master Gearless Door Operator with direct current motor will be provided to open and close the Car and Hoistway doors simultaneously. Door movement will be cushioned at both limits of travel. An electro-mechanical interlock will be provided at each hoistway entrance to prevent the operation of the elevator unless all doors are closed and locked. An electric contact will be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.

The door operator will be arranged so that, in case of interruption or failure of electric

power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening the doors from the landing will be provided as required by the local code.

The doors will open automatically when the car has arrived at or is leveling at the respective landings. Doors will close after a predetermined time interval or immediately upon pressing of a car button. A "Door Open" button will be provided in the car, the momentary pressing of which will reopen the doors and reset the time interval.

Door hangers and tracks will be provided for each car and hoistway door. Tracks will be contoured to match the hanger sheaves. The hangers will be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves will have polyurethane tires and prelubricated and sealed-for-life bearings.

NEW DOOR PANELS

New entrance door panels will be provided at front openings on the following floors: All. The finish will be #4 Stainless Steel.

ENTRANCE FRAMES

Provide a #4 Stainless Steel clad over the existing door frames at all floors.

ENTRANCE SILLS

Clean sills at all floors.

VANDAL-RESISTANT SIGNAL FIXTURES

Each elevator included in this Proposal will be equipped with a **Main Car Operating Panel** which will contain call registration buttons in accordance with the Logic Operation proposed. The Main Car Operating Panel will also include an emergency stop switch, alarm button and light switch as well as any other device(s) required by applicable code and/or as explained within this Proposal.

Each Car Operating Panel will be equipped with **illuminating pushbuttons** which, when pressed, will signal the car passenger that the call has been registered. The button will remain illuminated until the call has been answered.

A **Telephone Cabinet** will be supplied for each elevator. The cabinet will be integral to the Main Car station. It will be housed behind a hinged door.

Telephone instrument(s) meeting A.D.A. requirements will be provided by The contractor.

A **Car Traveling Lantern**, including audible signals, will be provided in the elevator cab.

A **Hall Position Indicator** will be provided at the First Floor.

As soon as the car has reached a predetermined distance from a landing and is set to stop at that landing, the hall lantern corresponding to the direction the car WILL TRAVEL will be illuminated and the audible signal will sound (once for UP and twice for DOWN). The Lantern will remain illuminated until the door(s) have closed. Single Lanterns will be furnished at terminal landings and Up-Down Lanterns at intermediate landings.

A key operated, **In-Car Inspection Service Switch** will be provided in the Main Car Operating Panel. When actuated, the key operated **Access Switches**, mounted at the top and bottom terminal elevator landings, may then be utilized. Actuation of either of these Zoned Access Switches will move the car either UP or Down, at a reduced speed with the hoistway door open, within a predetermined zone in the hoistway providing hoistway and car access for inspection and/or service.

An **Inspector's Operating Station** will be provided on top of the elevator car consisting of Up and Down constant pressure buttons and an emergency stop switch. This device will also contain a light with guard and switch and a duplex, 120 VAC outlet. A light with guard & switch and a duplex, 120 VAC outlet will be provided under the car. An Emergency Stop Switch will be provided in the elevator pit, designed to cut off current supply to motor and bring the car to rest independent of the regular operating devices. An electric Alarm will be provided in or adjacent to the elevator hoistway. This alarm will be connected to the alarm button in the car operating panel.

NEW HALL FIXTURE FINISH

All metal used on exterior surfaces of the **hall** signal fixtures at **At All Floors** will be #4 (Brushed) finish Stainless Steel.

NEW CAR FIXTURE FINISH

All metal used on exterior surfaces of the **car** signal fixtures will be #4 (Brushed) finish Stainless Steel.

NEW CUSTOM CAB DESIGN

The cab design will be as explained in the following:

CANOPY - Metal Canopy with White Finish. Canopy height will be 9' 0".

VENTILATION - Two Speed Fan

LIGHTING - Incandescent Down Lighting with 20 Watt Low-Voltage Halogen Lights

SUSPENDED CEILING - #4 Stainless Steel Finish

RETURN WALL(S) - Stationary Return with #4 Finish Stainless Steel finish

ENTRANCE COLUMNS/TRANSOMS - #4 Finish Stainless Steel finish

CAR DOOR(S) - #4 Finish Stainless Steel

CAR SILL - Standard Depth Extruded Aluminum Sill

Side and Rear WALLS With Plastic Laminate Raised Panels

HANDRAILS - 1-1/2" diameter tubular design handrail on rear wall with a #4 (Brushed) Stainless Steel

The cab will be equipped with an Emergency Light with Battery & Charger. An Emergency Exit(s) will be provided as required by code.

Pads and Hooks will be provided.

The supply and installation of the finished flooring is each Passenger Car will be the contractors. Finished car flooring weight may not exceed **2 lbs per perimeter foot**.

HYDRAULIC ELEVATOR PREPARATORY WORK

The owner agrees (at no charge to the contractor):

TO bring three-phase power wires to machine room(s) and connect to our controller terminals, with intervening fused cutout switch(es) conveniently located in machine room(s), and furnish, without charge, within 20 feet of each hoistway, necessary current for tools and hoists and current for starting, testing and adjusting of machinery prior to installation.

MODERNIZATION PREPARATORY WORK

BARRICADES

The contractor will furnish, install, maintain and remove necessary barricades.

Barricades determined to be necessary by owner contractor may include items as described in the following:

- A. Barricades throughout the height of the hoistway(s) providing protective separation between any elevator remaining in operation and the elevator(s) being modernized.
- B. Partition barricades to separate the work area from occupied public areas.
- C. Temporary barriers to minimize levels of dust and/or noise caused by the work.

The contractor takes all reasonable and standard precautions to protect and preserve the integrity of finished building surfaces.

SPECIAL PRECAUTIONS

Any Asbestos removal necessitated by the work described in this Proposal will be the **Purchaser's responsibility**

Any removal of contaminated soil, over-excavation of the cylinder hole, or testing that is associated with the removal of a hydraulic jack assembly shall be the contractors.

SPECIAL PRECAUTIONS

Any Asbestos removal necessitated by the work described in this Proposal will be the **Marshal's Office responsibility (NOT VENDOR)**.

REPORTS TO PURCHASER

Where this Proposal includes VENDOR's review of the condition of any item, VENDOR will report the results to the Deputy Director of Facility in the event that the results impact the work as proposed.

PERMITS

VENDOR will secure and pay for Elevator Inspection and Permit.

- a. The vendor is responsible for ensuring safe delivery of all equipment to the Florida Supreme Court and must supply adequate training on the operation of all equipment to designated court staff.
- b. The resultant contract or any portion thereof may not be assigned, subcontracted, or transferred except as allowed in the ITB specifications, response thereto, and the awarded contract without the prior expressed written consent of the Marshal.

6. MINIMUM QUALIFICATIONS

- a. Vendors must meet the following minimum qualifications:

Qualifications of Staff

1. The vendor shall use only skilled, competent, trained elevator personnel having a minimum experience of three (3) years as an elevator mechanic in maintaining elevator systems identical to those in the specifications. The mechanic shall possess a current Certificate of Competency issued either by the State of Florida, or a current Journeymans mechanic card issued by the International Union of Elevator Constructors. A minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, each with at least three (3) years elevator experience, must be maintained as full-time employees of the firm or must be immediately available in a consulting capacity to assist in the solution of electrical and mechanical problems and to advise on matters pertaining to safety. Provide the names, titles and resumes of employees who will be assigned to provide the services requested.
2. Provide a narrative describing the firm. Include a brief history, structure, management, number of years in business and other applicable information. The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the vendor, if other than the original manufacturer, provide

documentation that the firm has actively and normally been engaged for at least the past five (5) years in the maintenance, service, repair and replacement of materials and equipment for elevators of the same manufacture capacity and control systems as the one covered by this ITB.

3. Vendor is required to list and include copies of all licenses, certifications, memberships and affiliations appropriate to the maintenance and renovation of elevators. These **must** include a Leon County Occupational License, a State of Florida Vendors License, and Certificate of Competency. These licenses must stay current during the course of this contract.

7. RESTRICTIONS ON COMMUNICATIONS WITH COURT PERSONNEL

Vendors shall not communicate with any State Court System employee concerning this ITB, except for the contact persons identified in Section 3. Violation of this requirement may result in the rejection of the submitted proposal.

8. COST OF PROPOSAL PREPARATION

All costs associated with the development and submission of a proposal, vendor question(s), and transmittal letter are fully the responsibility of the Vendor.

9. SUB-CONTRACTING

A vendor who elects to sub-contract any part of this project will be fully accountable for sub-vendor's responsibilities and deliverables. Vendor will define with specificity the sub-vendor's scope of work.

10. INDEPENDENT PRICE DETERMINATION

A Vendor shall not collude, consult, communicate, or agree with any other Vendor regarding this ITB as to any matter relating to the Vendor's cost proposal.

11. SUBMITTAL REQUIREMENTS

- a. Proposals shall be typed on white letter-size paper and each element of the ITB 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 five (5) 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:

"ITB#, 07-001-AM, Hydro Passenger Elevator Replacement

- c. Any proposal received after the advertised deadline will not be considered for award.
- d. Proposals must be received no later than 4:00 PM_October 12, 2007 @4:00 pm (EST) at the following location:
Mr. Tom Long
General Services Manager
Office of the State Court Administrator
General Services Unit
Supreme Court Bldg
500 South Duval Street
Tallahassee, Florida 32399-1900

12. PROPOSAL CONTENT

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

- a. Proposer Information:
 1. Vendor'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. Location(s) of business operations;
 4. Firm's qualifications;
 5. Qualifications and experience of corporate officer(s) and/or key personnel;
 6. Evidence of meeting qualification requirements set forth herein;
 7. Current financial statement.

- b. Statements - Include a statement indicating an understanding of the project and the requirements thereof.
- c. Quality Assurance - Include the firm's statement of commitment to quality assurance.
- d. Conflict Disclosure – Include the name(s) of any employee or officer of the Florida State Courts System 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.
- e. References - Include the name, address, and telephone number of at least three (3) clients for whom similar services are performed.
- f. Price Structure - (The Court reserves the right to negotiate any or all proposed prices prior to any agreement/award.). Prices for presentation units, optional equipment, and annual maintenance agreements should be specific
- g. Financial Information – Vendor must provide a URL referencing most recent audited financial statements which can be submitted electronically, or vendor can provide copies of the statements. In addition, vendor is requested to provide the most recent Dun and Bradstreet reports (or equivalent) on your firm, its partners, and its proposed major sub-vendors (i.e., expected to perform more than five percent of the Contract).

13. REVIEW COMMITTEE

- a. A Review Committee will be appointed by The Florida Supreme Court Marshal to evaluate all proposals. The Review Committee reserves the right to request interviews of any or all vendors as may be necessary toward a fair and equitable proposal evaluation. The Review Committee will make a recommendation for award to the Supreme Court Marshal.

14. EVALUATION CRITERIA

Evaluation criteria will include the following:

- Proposed costs (50 points)
- Availability of quality product(s) (15 points)
- Technological capabilities and support (20 points)
- Financial viability (5 points)
- References (10 points)

15. TERMS AND CONDITIONS

This solicitation includes all terms and conditions contained in Appendix A, General Instructions to Respondents and Appendix B, General Contract Conditions.

16. Posting

Vendors selected for award will be listed on the State Courts website @ http://www.flcourts.org/gen_public/purchasing/index.shtml, for a period of at least 72 hours.

Appendix A

Florida State Courts System Instructions to Respondents

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1. Definitions. **The State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:**

- (a) **"Court"** means the State Court System (SCS) entity that has released to solicitation.
- (b) **"Procurement Officer"** means the Court's contracting personnel, as identified in the Introductory Materials.
- (c) **"Respondent"** means the entity that submits materials to the Court in accordance with these Instructions.
- (d) **"Response"** means the material submitted by the respondent in answering the solicitation.
- (e) **"Timeline"** means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. **Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.**

3. Terms and Conditions. **All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:**

- **Technical Specifications,**
- **Special Conditions,**
- **Instructions to Respondents,**
- **General Conditions, and**
- **Introductory Materials.**

The Court objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

4. Questions. **Respondents shall address all questions regarding this solicitation to the Procurement Officer.**

Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Court or the State for information with the respect to this solicitation. The Court shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.

5. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

6. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid or contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (25,000) provided in section 287.017 of the Florida Statutes.

7. Discriminatory Vendors. Any entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

8. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133 (1)(a) of the Florida Statutes), and all directors, officers, and employees of

the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting, to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

9. Performance Qualifications. The Court reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.

10. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend other than in response to a specific Public Records Request. The Court may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of disability should contact the Procurement Officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).

11. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the **Timeline** the Court shall electronically post a notice of intended award at http://www.flcourts.org/gen_public/purchasing/index.shtml. If the notice of award is delayed, in lieu of posting the notice of intended award the Court shall 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 after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.

12. **Firm Response.** The Court may make an award within sixty (60) days after the date of the opening during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Court awards the Contract or the Court receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

13. **Clarifications/Revisions.** Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

14. **Minor Irregularities/Right to Reject.** The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technically, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

15. **Contract Formation.** The Court shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Court until the Court signs the Contract. The Court shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

16. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

17. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

18. **Protest.** Any protest concerning this solicitation shall be made in accordance with section 6.10 of the State Court System Purchasing Directives.

Appendix B

Florida State Court System General Contract Conditions

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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.

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 for an integrated digital court reporting system 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 Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Court, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Court or otherwise linking the Contractor's name and either a description of the Contract or the Court in any material published, either in print or electronically, to any entity that is not a party to Contract.

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.

Revised 06/08/07