

**STANDARD CONTRACT FOR
COURT REPORTER SERVICES**



BETWEEN

The State of Florida

Department of Legal Affairs

Office of the Attorney General

AND

Emery & Associates of St. Petersburg, Inc. dba Executive Reporting Service

Contract # K05664

Circuits 6, 12, 13

STANDARD CONTRACT

This Contract is between the STATE OF FLORIDA, FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL (OAG), an agency of the State of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and EMERY & ASSOCIATES OF ST. PETERSBURG, INC., dba EXECUTIVE REPORTING SERVICE 4699 Central Ave, Suite 200 St. Petersburg, Florida 33713 (Contractor). The OAG and Contractor are jointly referred to as “the Parties”.

The Parties enter into this Contract in accordance with the terms and conditions of Solicitation No. RFP DLA 2023.01, Court Reporter Services.

The Parties agree to the following terms and conditions:

1. SCOPE OF WORK

The Contractor will perform the services specified in Attachment A, Scope of Work to this Contract, hereby incorporated by reference. Attachment A reflects the Scope of Work, which is based on Section 4 of the RFP and Contractor’s Response to the RFP.

The State of Florida, General Contract Terms, PUR 1000 located at https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf apply to the extent they are not otherwise modified in this Contract and are hereby incorporated by reference. This Standard Contract takes precedent if there is any conflict between the terms of the PUR 1000 and this document.

2. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

BUSINESS DAYS	Monday through Friday, excluding state holidays
BUSINESS HOURS	8 a.m. to 5 p.m., Eastern Time on all business days
CIRCUIT	The 20 judicial circuits specified in section 26.021, Florida Statutes.
CUSTOMER	All State agencies that use this Contract to obtain court reporter services.
REAL-TIME	The simultaneous translation of the court reporter’s shorthand notes or voice notes to the printed word. When customer’s electronic devices (computers, tablets, phones) are downloaded with a specialized software program, the customer receives a simultaneous feed of the translation.
STATE	State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.

SUBCONTRACTOR	Any firm or person other than an employee of the Contractor who performs any services required by the Contract.
TRADITIONAL	Refers to the traditional method of verbatim court reporting that memorializes spoken or recorded speech into written form, using shorthand, machine shorthand or voice writing equipment to produce official transcripts.

3.

TERM

3.1 Initial Term

The initial Contract term will begin on July 01, 2024, or on the last date the Contract is signed by all parties, whichever is later, and end on June 30, 2029. The Contract is subject to the availability of funds.

3.2 Renewal Term

This Contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing and are made by mutual agreement. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and are subject to the availability of funds.

4. **TERMINATION**

4.1 Termination for Convenience

This Contract may be terminated by the OAG in whole or in part at any time in the best interest of the OAG. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the OAG and will be turned over promptly by the Contractor.

4.2 Termination for Cause

This Contract may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to the Contractor by certified mail, return receipt requested or in person with proof of delivery. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the OAG's right to terminate the Contract, the OAG may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the OAG in obtaining replacement services or commodities, investigating, monitoring, or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies will include

offsetting any sums due to the Contractor under the Contract, and any other remedies at law or in equity.

4.3 Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the OAG may terminate the Contract upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The OAG will be the final authority as to the availability of funds. In the event of termination of the Contract for lack of funds, the Contractor will be compensated for any work satisfactorily completed prior to the effective date of termination.

4.4 Access to Information after Termination

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG at no additional charge.

4.5 Responsibility for Damages

Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages incurred by the OAG.

5. COMPENSATION

5.1 Payment

This is a fixed price, unit cost Contract. The OAG will pay the Contractor based on the amounts agreed to in **Attachment B, Price Sheet**, which is incorporated and attached to this Contract. The total contract amount, deliverable amounts, the unit of service as related to the deliverables, and timing of the payments (e.g., quarterly, monthly, one-time) are specified in the Price Sheet of this Contract. Payments will be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern the timeframes for approval and payment of invoices. The OAG's failure to pay, or delay in payment will not constitute a breach of the Contract and will not relieve the Contractor of its obligations to the OAG.

For all services, the first hour appearance fee will be paid in full, by the Customer, regardless of job type. Each hour after the first hour will be billed, and rounded to the nearest quarter hour, except for half or full day charges.

A Customer canceling an appearance without a minimum of four hours' prior notice from the job assignment the scheduled time will result in the Customer being charged the first hour appearance fee plus an additional hour.

Appearance fees will not be paid for travel time or breaks (including meal breaks).

Any break, while providing service, does not restart calculation for appearance fees. The first hour back from any break is not considered a first hour for billing purposes. If a Customer schedules multiple jobs at the same location for one day, the start of each job does not constitute a first hour unless the break between jobs is one hour or more. Then the next job will be charged at the first hour fee.

No mileage will be paid when the service is located within twenty-five miles of the Respondent's physical official office location in the contracted circuit. Outside of that distance, mileage will be paid in accordance with section 112.061, Florida Statutes.

Postage charges for hard copy transcripts delivered to the Customer will be supported by appropriate invoices, receipts or affidavit and will be billed and reimbursed at cost, all documentation must be submitted with the invoice. The Respondent will use services that utilize tracking systems. Express services will only be used if requested, in writing, by the Customer.

No excerpt surcharges will be allowed.

For the term of the Contract and any renewal years, specified price increases will be applied. The percentages of the increases are specified on the **Attachment C, Rate Increase Sheet**. The increase for each successive year will be based on the previous year's prices, using the percentage stated in Attachment C. The Contract Manager will post the updated price sheets at the beginning of each fiscal year on the following Department of Management Services (DMS) weblink: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contract/court_reporting_services/contractors_and_pricing_by_judicial_circuit

5.2 Invoices

The Contractor must submit a completed invoice to the Customer within 30 calendar days from completion of the Customer's requested deliverable. Failure to submit a timely invoice to the Customer may result in non-payment or the Contractor's payment being delayed.

Contractor must submit invoices for fees or other compensation for services listed on **Attachment B, Price Sheet**, in detail sufficient for a proper pre-audit and post-audit, directly to the Customer. Invoices will not be accepted from a subcontractor. The Customer reserves the right to request additional documentation before approving the invoice. At a minimum, each invoice must include the following:

- 5.2.1 Applicable case name and case number;
- 5.2.2 Individual assigned Contract "K" number;
- 5.2.3 Applicable date of service;
- 5.2.4 Time proceeding commenced and adjourned, hourly fee and cost due;
- 5.2.5 Number of original transcript pages with included copy, amount per page and cost due. Any additional copies are to be identified as a separate line with number of pages, amount per page and cost due;
- 5.2.6 Customer's agency name and Customer's attorney's name; and
- 5.2.7 Circuit number where services were performed.

5.3 Bills for Travel

Travel reimbursement is not permitted under the terms of this Contract, unless otherwise specified in **Attachment A, Scope of Work**. If travel expenses are allowed, reimbursement will be made in accordance with section 112.061, Florida Statutes.

5.4 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration or termination. If Contractor fails to do so, all rights to payment are forfeited and the OAG will not honor any requests submitted after the aforesaid time period. Any payment under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the OAG. All payments will be made in accordance with section 215.422, Florida Statutes.

5.5 Preferred Price Affidavit or Proof of Service Form Requirement

During the Contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the OAG the price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000. The Contractor will submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is complying with the Best Pricing Offer provision.

5.6 MyFloridaMarketPlace Transaction Fees

The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(24), Florida Statutes and Florida Administrative Code Rule 60A-1.031, all payments will be assessed a transaction fee of one percent, or as may otherwise be established by law, which the Contractor will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Contractor will receive a credit for any transaction fee paid by the Contractor for the purchase of any item. If such items are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements will constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees will be excluded from conducting future business with the State.

5.7 Contractor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of the Vendor Ombudsman are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-5516 or 1-(800)-342-2762.

5.8 Taxes

The OAG is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. The OAG will have no responsibility for the payment of taxes which become payable by Contractor or its subcontractors in the performance of the Contract.

5.9 Corrective Action Plan (CAP)

The OAG, at its sole discretion, is authorized to identify deficiencies within the Contractor's performance and request a proposed CAP to correct the deficiencies. Use of a CAP does not bar the OAG from assessing financial consequences or pursuing any other remedies available at law.

5.10 Subcontractor and Subcontract Requirements

5.10.1 Contractor will not subcontract any work contemplated under this Contract without the OAG's prior written approval. The Contractor will be responsible for its subcontractors' work, including assessment of financial consequences that result from the subcontractor's non-performance. If the OAG permits the Contractor to subcontract under this Contract, the OAG will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the OAG permits the Contractor to subcontract, such permission will be indicated in **Attachment A, Scope of Work**. If Contractor subcontracts any of the services performed under the Contract without obtaining the OAG's prior written approval, the OAG will not pay the Contractor for such subcontracted services. Nothing in this Contract grants any rights or remedies to any person or entity other than the Contractor and OAG or creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

5.10.2 Unless otherwise stated in the Contractor's contract with the subcontractor, payment must be made within seven working days after receipt of full or partial payments from the OAG in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Contractor to be paid by the Contractor to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

6. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

6.1 Indemnification

Contractor is liable for and will indemnify, defend, and hold harmless the OAG and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. The Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This Section 6, Indemnification, Limitation of Liability, and Insurance, is not applicable to Contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

6.2 Limitation of Liability

Paragraph 20, of the PUR1000 is rejected by the OAG in its entirety.

6.3 Insurance Requirements

Upon execution of this Contract, unless Contractor is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by the Contractor do not limit Contractor's liability and obligations under this Contract. Upon the execution of this Contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance as specified in Attachment A, Scope of Work if applicable.

The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. All insurance policies will be through insurers authorized to write policies in Florida.

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG's Contract Administrator is responsible for all aspects of Contract administration including but not limited to creation and maintenance of the Contract file, managing changes to the Contract, maintaining financial information, and entering Contract information into the OAG's

Contract Tracking and Reporting System (CTRS). As of the effective date of the Contract, the Contract Administrator is:

General Services Manager
Bureau of General Services
Office of Administrative Services
Florida Department of Legal Affairs
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: (850) 414-3415
Email: Contract.Desk@myfloridalegal.com

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG's Contract Manager is responsible for all aspects of Contract management including but not limited to: managing the receipt, certification, and payment of commodities and Contractual services; monitoring and evaluating Contractor performance and end user satisfaction; serving as the point of contact for the OAG and Contractor; and maintaining a Contract management file. As of the effective date of the Contract, the Contract Manager is:

LeighAnne Bauer
General and Operations Manager I
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: (850) 414-3450
Email: LeighAnne.Bauer@myfloridalegal.com

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3 Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether the Contractor provides said commodities and services or any component thereof directly or through a subcontractor. The OAG will consider the Contractor's Representative to be the sole point of contact regarding contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

Insert Name: Diane T. Emery
Insert Title: President

Address: 4699 Central Ave, Suite 200 St. Petersburg, FL 33713

Phone: 727-644-8566

Email: demery@executivereporting.com

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. AUDITS, DOCUMENTATION AND RECORDS RETENTION

8.1 Public Records Requests

The Contractor will promptly comply with the requirements of Chapter 119, Florida Statutes, (Florida's public records law) including the requirements to:

- 8.1.1** Keep and maintain public records required by the OAG to perform all services required by this Contract.
- 8.1.2** Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.3** Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the OAG.
- 8.1.4** Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.
- 8.1.5** If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

8.2 Failure to Comply with Public Records Law

Failure to comply with the OAG's request for records constitutes grounds for unilateral cancellation of this Contract by the OAG at any time. Further, any Contractor who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

8.3 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

8.4 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information.

Maintaining confidentiality and security of information which is in the possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security of data or information received under this Contract will result in termination of this Contract for cause.

9. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Attachment A, Scope of Work.**

If Contractor is a state university as defined under Chapter 1004, Florida Statutes, the above language will not apply and Contractor will retain ownership of all intellectual property developed as part of this Contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.

- 10. DATA MANAGEMENT:** Unless otherwise directed by the OAG, the following provisions apply if the Contractor is performing hosting, software application or other information technology related services. For purposes of this section, “State Data” is defined as information or data provided by the OAG:

10.1 Backup Security

The OAG will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the OAG’s Contract Manager or designee request, the Contractor will provide the OAG with downloads of State Data to enable the OAG to maintain such backup copies.

10.2 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

10.3 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party’s use during performance of the Contract will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

10.4 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party’s Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 10, consistent with the requirements of section 287.0571(5)(k), Florida Statutes., **which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State**, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License’s terms will supersede those set forth herein that

would otherwise apply. License terms that conflict with this Contract are null and void (e.g., indemnification provisions, limitations on liability, or change in applicable law or venue).

11. GEOGRAPHIC LOCATION OF DATA SERVICES

The state of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

12. SECURITY

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance, including, but not limited to indemnification of the State from any liability caused by the breach.

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

13. RECORDS RETENTION

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor will retain all documents related to this Contract in compliance with State law.

14. MONITORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

15. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the OAG. The OAG may conduct an audit and review

all the Contractor's and any subcontractors' data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements, or Contracts with subcontractors, partners, or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's Contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

16. DIVERSITY AND DIVERSITY REPORTING

16.1 Diversity

It is the policy of the state of Florida that minority business enterprises, women-owned business enterprises, and service-disabled veteran business enterprises (as those terms are defined in Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any state agency. The Contractor will fully emulate this policy to the extent possible, consistent with ensuring its efficient contract performance, by reasonably considering such business enterprises as subcontractors for the services rendered under this Contract. Contractor will comply with all controlling applicable law respecting the participation of such business enterprises in the provision of the services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of the Contractor's compliance with this section.

16.2 Diversity Reporting

Upon request, the Contractor will report to the OAG, spending with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

17. SECURE DATA AND ABILITY TO AUDIT REQUIREMENTS

17.1 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding security of information.

17.2 OAG's Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure compliance with the contract and all applicable state rules and regulations.

18. THIRD-PARTY RIGHTS

The parties agree that the Customer is an intended third-party beneficiary and is entitled to all the rights and benefits hereunder and may enforce the provisions specified in this Contract as if it were a party.

19. GOVERNING LAW

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. All litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

20. ARBITRATION CLAUSES EXCLUDED

The OAG expressly disavows any clause stated or referenced in any quote, estimate, or proposal that would require the OAG to submit to mandatory, binding arbitration regarding any disputes which arise from the performance of the Contract by Contractor of the commodities, services or software so acquired. No such clause will restrict the OAG's remedies in law and equity as prescribed by law.

21. COMPLIANCE WITH LAWS

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

22. TRANSITION SERVICES

When the Contract term ends, if it is canceled, or terminated and a new Contract is executed with an entity other than the Contractor, the Contractor has an affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. If the OAG determines that Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the OAG, or as agreed upon by the Parties in writing.

23. DISPUTE RESOLUTION

Paragraph 31 of the PUR 1000, Dispute Resolution is specifically rejected and does not apply to this Contract.

24. LICENSES AND PERMITS

The Contractor is responsible for obtaining all necessary licenses and permits required to perform the services specified in this Contract and will bear all costs related to any licenses or permits.

25. NOTICE OF LEGAL ACTIONS

The Contractor will notify the OAG of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The Contractor will notify the OAG of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 calendar days of the action being filed. Failure to notify the OAG of a legal action within 30 calendar days of the action will be grounds for termination or nonrenewal of the Contract.

26. PUBLIC ENTITY CRIME, SCRUTINIZED COMPANIES, DISCRIMINATORY VENDORS AND ANTITRUST VIOLATOR VENDOR LIST

Pursuant to sections 287.133, 287.134, 287.135, and 287.137(2), Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list, antitrust violator vendor list or the discriminatory vendor list:

26.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

26.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity so long as that entity's name appears on the discriminatory vendor list.

The Contractor will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

26.3 Antitrust Violator Vendor List

A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

26.4 Scrutinized Companies

This Contract may be terminated at the option of the OAG if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, has been engaged in business operations in Cuba or Syria, or if the Contractor is placed on the Scrutinized companies that Boycott Israel List, or is engaged in the boycott of Israel.

27. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any state of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

28. E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to section 448.095 (5), Florida Statutes, Contractor must register and use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Additionally, if the Contractor enters into a contract with a subcontractor, the subcontractor must register in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of this Contract.

The OAG may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095, Florida Statutes.

29. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

30. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

31. INDEPENDANT CAPACITY OF THE CONTRACTOR

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the OAG unless specifically authorized to do so.

Except where Contractors a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

Contractor will take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by Contractor and agreed to by the OAG in this Contract, the OAG will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.

32. PRESERVATION OF REMEDIES

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

33. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

34. HIPAA COMPLIANCE

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal, and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

35. ASSIGNMENT OF THE CONTRACT

This Contract is not assignable except with the prior written approval of the OAG. Payments due under the Contract are not assignable except with the prior written approval of the OAG, and the concurrence of the Chief Financial Officer of the State. In the event of such approval, the Contract terms and conditions will apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is hereunder bound and obligated. No assignment will operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

36. COOPERATION WITH INSPECTORS GENERAL

To the extent applicable, Contractor acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

37. COUNTERPARTS; ELECTRONIC SIGNATURES

This Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. For purposes of this Contract, use of signatures sent via facsimile, e-mail, or another electronic medium will have the same force and effect as an original signature.

38. MODIFICATIONS

Unless otherwise specified, any modifications to this Contract must be in writing and executed by the parties.

39. ALL TERMS AND CONDITIONS INCLUDED

This Contract is comprised of the OAG's Standard Contract (this document), Attachment A, Scope of Work, Attachment B, Price Sheet, Attachment C, Deliverables, Performance Measures, and Financial

Consequences, Attachment D, Appearance Fee, Transcript and Optional Services Rate Increase, and any other documents incorporated by reference. The Contract as described herein supersedes all previous communications, representations, or agreements, either verbal or written between the parties, including RFP DLA 2023.06 and Contractor's Proposal to that RFP, the relevant portions which have been incorporated into the Contract. If any term or provision of the Contract is determined by a court of law to be unlawful or unenforceable, the remainder of the Contract will remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the OAG and the Contractor have executed this Contract.

DIANE T EMERY

Diane T. Emery
President

6/24/2024

Date

59-2477254

FEIN or SS Number

John Guard

John M. Guard
Chief Deputy Attorney General

6/24/2024

Date

**ATTACHMENT A
SCOPE OF WORK
COURT REPORTER SERVICES
DEPARTMENT OF LEGAL AFFAIRS**

A. Tasks : Contractor agrees to perform the following throughout the Contract term:

1. Comply with the following Traditional and Real-Time appearance requirements throughout the Contract term:
 - a. Upon receipt of a Customer job request, the Contractor must either accept or decline the request within the following timeframes:
 - 1) Within 24 hours if the job request was submitted five business days prior to the requested date.
 - 2) Within eight hours if the job request was submitted three or four business days prior to the requested date.
 - 3) Within four hours if the job request was submitted two business days prior to the requested date.
 - 4) Within two hours if the job request was submitted within 24 hours prior to the requested date.
 - 5) If the Contractor is unable to accept the job, the Customer may contact another entity not affiliated with the Contractor to perform the requested services.
 - b. Ensure the Court Reporter meets the following requirements prior to being deployed to the accepted job assignment. The Customer, including the OAG, reserve the right to request verification at any time:
 - 1) Current State of Florida Notary Commission; and
 - 2) Have graduated from a National Court Reporter Association (NCRA) approved stenographic or voice writing court reporter program, attained NCRA Registered Professional Reporter or higher designation, attained National Verbatim Reporters Association designation or attained Florida Court Reporter Association Professional FPR-C designation.
 - c. Have at least one Certified Real Time Court Reporter available throughout the Contract term.
 - d. At each accepted appearance, ensure each Court Reporter comply with the following

minimum requirements:

- 1) Arrive a minimum of 15 minutes prior to the start of proceedings.
 - 2) Disclose to all parties present at a proceeding the existence of any direct or indirect contracting relationship they may have with any attorney or party to that proceeding.
 - 3) Agree to not, in act or by appearance, indicate they are participating as part of an advocacy support team for any of the parties.
 - 4) Possess software and equipment sufficient to meet the Americans with Disabilities Act of 1990, as revised (ADA). For assignments where there is a hearing-impaired individual, the use of Communication Access Real-Time Translation (CART) is acceptable.
 - 5) Have digital reporters and digital court reporters agree to not use audio recording as the primary source of reporting. If digital reporters, digital court reporters, or digital recording systems are used, a copy of the audio recording must be provided to either the OAG or the Customer with the transcript at no additional charge.
- e. In the event a Court Reporter becomes unavailable after a job assignment is accepted, the Contractor must notify the Customer a minimum of two days prior to the scheduled request date. Contractor will assist as needed in finding a replacement court reporter to fulfill the assignment and notify the Customer if they are unable to do so.
- f. Make a reasonable effort to accept all job requests offered, including nights, weekends, and holidays, at the rates outlined in the Price Sheet.
- g. Ensure Court Reporters are familiar with and adhere to the Florida Rules of Judicial Administration, Court Reporting Standards and Best Practices, which are incorporated by reference.
2. Ensure the following Transcript requirements are met throughout the Contract term:
- a. Deliver transcripts within the timeframe requested by the Customer. Immediately report to the Customer if a Court Reporter is unable or unwilling to provide the requested transcript within the requested timeframe.
 - b. Ensure all transcripts are certified and meet the page standards defined in Rule 2.535 Florida Rules of Judicial Administration.
 - c. Combine information regarding appearances and witnesses on as few pages as possible and not on separate pages.
 - d. Ensure transcripts are bound with a cover and not affixed with staples.

- e. Make every effort to reduce and minimize the pages prepared within the boundaries of the Florida Rules of Judicial Administration.
 - f. When a state agency is a party to a proceeding, but not the employing Customer, the Contractor will provide the requested services at the Contractor's rates for that circuit to the Customer.
3. Offer the following Optional Services to Customers throughout the Contract term:
- a. Exhibits (black and white)
 - b. Exhibits (color)
 - c. Exhibits on Disc
 - d. Telephone Reporting per Florida Rules and Notary Laws
 - e. Key Word Indexing
 - f. Transcription from Tapes
 - g. Digital Transcription
 - h. Video Services
 - i. Video Services – Court Playback with Tech and Equipment
 - j. Video Services (MPEG/MPEG2)
 - k. Video Services – Video Synchronized to Transcripts
 - l. Video Services – Video Clips for Trial Presentation
 - m. Video Conferencing
 - n. Mobile Video Conferencing
 - o. Video Conferencing (Bridge Service)

B. Deliverables: Contractor must provide the following deliverables in the time and manner specified in Section A., Tasks:

- 1. Provide Traditional and Real Time Appearance Services as specified in Task 1.
- 2. Provide Transcripts as specified in Task 2.
- 3. Provide Optional Services as specified in Task 3.

**ATTACHMENT B
PRICE SHEET
COURT REPORTER SERVICES
DEPARTMENT OF LEGAL AFFAIRS**

Emery & Associates of St. Petersburg, Inc
dba Executive Reporting Service

6, 12, 13

Respondent Name: _____ **Circuit #** _____

Respondent must provide a unit price for each Traditional and Real-Time appearance service listed below. No deviations or modifications to the format are allowed. Any changes to the Price Page may deem the Respondent non-responsive. Except for travel, as specified in **Section 4.2.**, the prices below are all inclusive and must not include taxes.

	TRADITIONAL UNIT PRICE		REAL-TIME UNIT PRICE	
	Weekday	Weekend and Holiday	Weekday	Weekend and Holiday
Deposition Appearance Fee				
First hour: Any portion.	\$100.00	\$200.00	\$100.00	\$100.00
Each hour after first hour: Any portion	\$100.00	\$150.00	\$100.00	\$100.00
Half (1/2) day: Any four-hour period.	\$350.00	\$475.00	\$350.00	\$475.00
Full day: Any eight-hour period.	\$700.00	\$890.00	\$700.00	\$890.00
Court Hearings, Trials, and Division of Administration Hearings Appearance Fee				
First hour: Any portion.	\$110.00	\$150.00	\$110.00	\$150.00
Each hour after first hour: Any portion	\$110.00	\$150.00	\$110.00	\$150.00
Half (1/2) day: Any four-hour period.	\$440.00	\$600.00	\$440.00	\$600.00
Full day: Any eight-hour period.	\$880.00	\$1,200.00	\$880.00	\$1,200.00
Overtime: After 5:00 PM.	\$115.00	\$175.00	\$115.00	\$175.00
One or more court hearings scheduled back to back, first hour	\$110.00	\$150.00	\$110.00	\$150.00
One or more court hearings scheduled back to back, additional ¼ hour	\$27.50	\$37.50	\$27.50	\$37.50
Board and Public Meeting Appearance Fees				
First hour: Any portion.	\$175.00	\$250.00	\$175.00	\$250.00
Each hour after first hour: Any portion	\$175.00	\$250.00	\$175.00	\$250.00
Half (1/2) day: Any four (4) hour period.	\$700.00	\$1,000.00	\$700.00	\$1,000.00
Full day: Any eight (8) hour period.	\$1,400.00	\$2,000.00	\$1,400.00	\$2,000.00
Overtime: After 5:00 P.M.	\$225.00	\$250.00	\$250.00	\$250.00

ATTACHMENT B
PRICE SHEET
COURT REPORTING SERVICES
DEPARTMENT OF LEGAL AFFAIRS

Emery & Associates of St. Petersburg, Inc dba
 Executive Reporting Service

Circuit # 6, 12, 13

Respondent's Name: _

Respondent must provide a price for each Transcript service listed below. No deviations or modifications to the format are allowed. Any changes to the Price Page may deem the Respondent non-responsive. Except for travel, as specified in Section 4.2., the prices listed below are all inclusive and must not include taxes.

TRANSCRIPTS	Deposition Unit Price per Page		Court Room Unit Price per Page		Board Meeting Unit Price per Page	
	Traditional (Certified)	Rough Draft (Uncertified)	Traditional (Certified)	Rough Draft (Uncertified)	Traditional (Certified)	Rough Draft (Uncertified)
All pricing includes the original and one copy.						
One business day delivery (State holidays and weekends excluded)	\$11.90	\$13.90	\$14.00	\$16.50	\$22.00	\$24.50
72-hour delivery (State holidays and weekends included)	\$10.71	\$12.71	\$12.60	\$15.10	\$19.80	\$22.30
4-to-5-day delivery (State holidays and weekends included)	\$10.12	\$12.12	\$11.90	\$14.40	\$18.70	\$21.20
10-day delivery (State holidays and weekends included)	\$5.95	\$7.95	\$7.00	\$9.50	\$11.00	\$13.50
Additional Original copies (paper)	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95
Additional copies (electronic: email)	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95
Additional copies (CD, Flash Drive, or other as requested.)	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95

ATTACHMENT B
PRICE SHEET
COURT REPORTING SERVICES
DEPARTMENT OF LEGAL AFFAIRS

Respondent's Name: Emery & Associates of St. Petersburg, Inc
dba Executive Reporting Service **Circuit #** 6, 12, 13

Respondent should list a price for each optional service item available to the Customer. If a service is not available, then the Respondent should insert "\$0.00" in that box. No changes to the format are permitted. No exceptions or contingencies may be added. Any changes to the Price Page may deem the Respondent non-responsive. Note, the optional services are not calculated in the Respondent's overall price scoring.

OPTIONAL SERVICES	Unit Price	
Exhibits (black and white)	\$0.30	Per Page
Exhibits (color)	\$0.50	Per Page
Exhibits on Disc	\$25.00	Per Disc
Telephone Reporting per Florida Rules and Notary Laws	\$5.95	Per Page
Telephone Reporting per Florida Rules and Notary Laws	\$110.00	Per Hour
Key Word Indexing	\$0.10	Per Word
Transcription from Tapes	\$85.00	Per Hour
Transcription from Tapes	\$8.00	Per Page
Digital Transcription	\$85.00	Per Hour
Digital Transcription	\$8.00	Per Page
Video Services	\$275.00	1st Hour
Video Services	\$150.00	Each Additional Hour
Video Services	\$450.00	Overtime/Holidays/Weekends/1st Hour
Video Services	\$200.00	Overtime/Holidays/Weekends/After 1st Hour
Video Services - Court Playback with Tech & Equipment	\$487.09	Per Hour
Video Services - Court Playback with Tech & Equipment	\$468.28	Each Additional Hour
Video Services (MPEG/MPEG2)	\$54.12	Per Hour
Video Services - Video Synchronized to Transcripts	\$110.00	Per Hour
Video Services - Video Clips for Trial Presentation	\$120.00	Per Hour
Video Conferencing	\$150.00	Per Hour
Video Conferencing	\$50.00	Setup Fee
Mobile Video Conferencing	\$150.00	Per Hour
Mobile Video Conferencing	\$50.00	Setup Fee
Video Conferencing (Bridge Service)	\$108.24	Per Hour
Video Conferencing (Bridge Service)	\$0	Setup Fee

ATTACHMENT C
DELIVERABLES, PERFORMANCE MEASURES
AND FINANCIAL CONSEQUENCES

The following table represents the associated performance measures and financial consequences related to the Contractor's deliverables outlined in Attachment A, Scope of Work.

<u>Deliverable</u> (Event that triggers payment)	<u>Performance Measures</u> (Required Minimum Level of Service)	<u>Financial Consequences for Failure to Perform as Specified</u>
Deliverable 1: Traditional and Real Time Appearance Services	<ol style="list-style-type: none"> 1. Ensure the Court Reporter meets the requirements outlined in Task 1.b. prior to being deployed as specified. 2. Ensure each Court Reporter complies with the requirements specified in Task 1.d at each accepted appearance. 3. Notify the Customer in the event a Court Reporter becomes unavailable after a job assignment is accepted as specified in Task 1.e. 	<ol style="list-style-type: none"> 1. Failure to ensure the Court Reporter meets the requirements prior to being deployed as specified will result in a 15 percent reduction from that invoice payment. 2. Failure to ensure each Court Reporter complies as specified at each accepted appearance will result in a 15 percent reduction from that invoice payment. 3. Failure to notify the Customer in the event a Court Reporter becomes unavailable as specified will result in a 15 percent reduction from that invoice payment.
Deliverable 2: Transcript Services	Ensure Transcript requirements are met as specified in Task 2.	Failure to ensure Transcript requirements are met as specified will result in a 5 percent reduction per day from that invoice payment.
Deliverable 3: Optional Services	Ensure Optional Services are provided as specified in Task 3.	Failure to ensure Optional Services are provided as specified by customer will result in a 15 percent reduction from that invoice payment.

ATTACHMENT D
APPEARANCE FEE RATE INCREASE PRICE SHEET
COURT REPORTER SERVICES

Initial rate increases are based on the prices stated in Respondent's Price Sheet submitted with the RFP. The increase for each successive year will be based on the previous year's prices, using the percentage stated in this sheet. These percentages are firm, and Respondents may not alter them. By submitting a proposal, a Respondent accepts these percentage increases for the term of the Contract and any renewals that are exercised.

	Traditional and Real-Time	
	Weekday	Weekend/Holiday
Deposition Appearance Fee		
First hour: Any portion.	2 percent	2.5 percent
Each hour after first hour: Any portion.	2 percent	2.5 percent
Half (1/2) day: Any four-hour period.	2 percent	2.5 percent
Full day: Any eight-hour period.	2 percent	2.5 percent
Court Hearings, Trials, and Division of Administrative Hearings (DOAH) Appearance Fees		
First hour: Any portion.	2 percent	2.5 percent
Each hour after first hour: Any portion.	2 percent	2.5 percent
Half day: Any four-hour period.	2 percent	2.5 percent
Full day: Any eight-hour period.	2 percent	2.5 percent
Overtime: After 5:00 p.m.	2 percent	2.5 percent
One or more court hearings scheduled back to back, first hour	2 percent	2.5 percent
One or more court hearings scheduled back to back, additional ¼ hour	2 percent	2.5 percent
Board and Public Meeting Appearance Fees		
First hour: Any portion.	2 percent	2.5 percent
Each hour after first hour: Any portion.	2 percent	2.5 percent
Half day: Any four hour period.	2 percent	2.5 percent
Full day: Any eight hour period.	2 percent	2.5 percent
Overtime: After 5:00 P.M.	2 percent	2.5 percent

**ATTACHMENT D
TRANSCRIPT RATE INCREASE PRICE SHEET
COURT REPORTER SERVICES**

TRANSCRIPTS	Depositions Unit Price per Page		Court Room Unit Price per Page		Board and Public Meeting Unit Price per Page	
	Traditional	Real-Time	Traditional	Real-Time	Traditional	Real-Time
All pricing includes the original and one copy.						
One business day delivery (State holidays and weekends excluded)	1 percent	1 percent	1 percent	1 percent	1 percent	1 percent
72-hour delivery (State holidays and weekends included)	1 percent	1 percent	1 percent	1 percent	1 percent	1 percent
4 to 5 day delivery. (State holidays and weekends included)	1 percent	1 percent	1 percent	1 percent	1 percent	1 percent
10 day delivery (State holidays and weekends included)	1 percent	1 percent	1 percent	1 percent	1 percent	1 percent
Additional copies (paper)	1 percent	1 percent	1 percent	1 percent	1 percent	1 percent
Additional copies (electronic: email)	1 percent	1 percent	1 percent	1 percent	1 percent	1 percent

ATTACHMENT D
OPTIONAL SERVICES RATE INCREASE PRICE SHEET
COURT REPORTING SERVICES

OPTIONAL SERVICES		
	Unit Price	
Exhibits (black and white)	1 percent	Per Page
Exhibits (color)	1 percent	Per Page
Exhibits on Disc	1 percent	Per Disc
Telephonic Reporting per Florida Rules and Notary Laws	1 percent	Per Page
Telephonic Reporting per Florida Rules and Notary Laws	2 percent	Per Hour
Key Word Indexing	1 percent	Per Word
Transcription from Tapes	2 percent	Per Hour
Transcription from Tapes	1 percent	Per Page
Digital Transcription	2 percent	Per Hour
Digital Transcription	1 percent	Per Page
Video Services	2 percent	1st Hour
Video Services	1 percent	Each Additional Hour
Video Services	2.5 percent	Overtime/Holidays/Weekends/1st Hour
Video Services	2 percent	Overtime/Holidays/Weekends/After 1st Hour
Video Services - Court Playback with Tech & Equipment	2 percent	Per Hour
Video Services - Court Playback with Tech & Equipment	1 percent	Each Additional Hour
Video Services (MPEG/MPEG2)	2 percent	Per Hour
Video Services - Video Synchronized to Transcripts	2 percent	Per Hour
Video Services - Video Clips for Trial Presentation	2 percent	Per Hour
Video Conferencing	2 percent	Per Hour
Video Conferencing	1 percent	Setup Fee
Mobile Video Conferencing	2 percent	Per Hour
Mobile Video Conferencing	1 percent	Setup Fee
Video Conferencing (Bridge Service)	2 percent	Per Hour
Video Conferencing (Bridge Service)	1 percent	Setup Fee