

**EIGHTH JUDICIAL CIRCUIT COURT
STATE OF FLORIDA**

Serving Alachua, Baker, Bradford, Gilchrist, Levy, and Union Counties

**REQUEST FOR PROPOSALS (RFP)
RESIDENTIAL MORTGAGE FORECLOSURE MEDIATION
PROGRAM MANAGER
RFP# 2010-3-19**

Submission Deadline: Wednesday, May 19, 2010 by 2:00 p.m. (EDT)

A. PURPOSE

The Eighth Judicial Circuit, through the Office of the Court Administrator, seeks sealed proposals from vendors qualified to serve as the Program Manager for the Residential Mortgage Foreclosure Mediation Program (RMFMP). The Program Manager will assist the Eighth Judicial Circuit by independently managing all aspects of the RMFMP. The Chief Judge of the Eighth Judicial Circuit will implement the RMFMP through an Administrative Order in accordance with Florida Supreme Court Administrative Order AOSC09-54, adopted by the Chief Justice on December 28, 2009. The Eighth Judicial Circuit's Administrative Order will be substantially similar to the model order provided by the Florida Supreme Court in AOSC09-54.

The purpose of the RMFMP is to “open communication and facilitate problem-solving between the parties to foreclosure cases while conserving judicial resources.” AOSC09-54 at 3. Under the RMFMP, all foreclosure cases filed in the Eighth Judicial Circuit against residential homestead property involving commercial loans (originating under the federal Truth in Lending Act, Regulation Z) will be automatically referred to formal mediation, with certain exceptions. The formal mediation program, or RMFMP, is designed to encourage effective communication between plaintiffs and borrowers and to remove the most significant issue impeding early resolution of foreclosure cases. The Program Manager will independently manage and maintain all aspects of the RMFMP.

The RMFMP implementation date is anticipated in summer of 2010. Compensation will be provided exclusively by the parties served by the RMFMP, and shall not exceed \$400 for pre-mediation services and \$350 for mediation services for up to two mediation sessions. The Eighth Judicial Circuit may select only one Program Manager to provide services for all counties, but will consider selecting multiple Program Managers.

The Eighth Judicial Circuit is using this RFP as a fair and impartial way to solicit competitive proposals from those who seek appointment as the Program Manager for the RMFMP. The Eighth Judicial Circuit will select a Program Manager that best meets the needs of the Circuit. While the RFP process is not required for this selection, the Eighth Judicial Circuit has determined that the RFP is the best practice to use when choosing from among the qualified vendors. However, the Eighth Judicial Circuit reserves the right to deviate from this process at any time, accept or reject any proposal, waive any formality, and to base any determination on the best interests of the Eighth Judicial Circuit.

B. BACKGROUND

The Eighth Judicial Circuit serves six (6) counties: Alachua, Baker, Bradford, Gilchrist, Levy, and Union. The counties, and most importantly their residents, have suffered from the economic downturn currently afflicting the State of Florida. This economic condition has made it difficult for some residents of the Eighth Judicial Circuit to keep their homes and has led to increased residential mortgage foreclosure filings.

The Florida Supreme Court has identified the implementation of a uniform state-wide managed mediation program as the best way to address the residential mortgage foreclosure

crisis in Florida. This program is designed to address the lack of communication between borrowers and plaintiffs through effective case management and mediation techniques. The RMFMP will serve as a formal referral to mediation that is triggered by the plaintiff's foreclosure filing.

Since 1999, the Eighth Judicial Circuit has encouraged effective case management and mediation by Administrative Order. The Administrative Orders currently in effect direct all contested civil issues, including a foreclosure, to mediation unless excepted by statute, rule, or order. The judges of the Eighth Judicial Circuit facilitate communication between borrowers and plaintiffs through case management and referrals to mediation.

The Eighth Judicial Circuit will continue its referrals to mediation after implementation of the RMFMP. However, the new mediation program will comply with the standards set forth in AOSC09-54, including the use of Florida "Supreme Court-certified circuit civil mediators specially trained to mediate residential mortgage foreclosure actions." AOSC09-54 at 4.

The scope of the RMFMP and its potential effect on the Eighth Judicial Circuit is unknown. In FY 2008-2009, the Florida Office of the State Courts Administrator reported 2,287 Real Property / Mortgage Foreclosure filings in the Eighth Judicial Circuit. *See* Statistical Reference Guide, Florida Office of the State Courts Administrator, FY 2008-2009 at 5-4, *available at* http://www.flcourts.org/gen_public/stats/ReferenceGuide08-09/Circuit-Civil-Statistics.pdf. However, not all of these cases will qualify for the RMFMP. Furthermore, in many cases the borrower has declined to file any responsive pleading. It is unknown how many eligible borrowers will participate in the RMFMP, will opt out, or cannot be located for participation.

Please note that the reported statistic is based upon previous filings and may not be indicative of future trends. In addition, the number of Real Property/Mortgage Foreclosure filings reported by the Florida Office of the State Courts Administrator includes cases that will not qualify for the RMFMP. The number of future foreclosure filings that qualify for the RMFMP is dependent upon factors outside of the control of the Eighth Judicial Circuit.

C. SCOPE OF SERVICES

1. GENERAL SERVICES REQUIRED

The Program Manager will manage and maintain the RMFMP in accordance with Florida Supreme Court Administrative Order AOSC09-54. This includes, but is not limited to, accepting immediate referral to the RMFMP upon filing of the complaint, facilitating mediation services and communication between borrowers and plaintiffs throughout the mediation process, monitoring compliance with provisions of the governing Administrative Order, and regularly reporting results of mediation, including statistics, to the Court. The Program Manager must meet the characteristics described in AOSC09-54, including but not limited to, standards governing confidentiality, professionalism, and training, financial transparency, and communication between both plaintiffs and *pro se* parties.

The Program Manager shall provide all services specified in AOSC09-54, whether or not they are specifically mentioned in this RFP, and any other service deemed reasonably necessary to carry out the purpose of the RMFMP.

2. SPECIFIC SERVICES REQUIRED

The Program Manager shall provide all services specified in AOSC09-54, whether or not they are specifically mentioned in this RFP, and any other service deemed reasonably necessary to carry out the purpose of the RMFMP. For example:

1. “Receive mediation referrals, and within designated time limits, schedule and coordinate mediation conferences: date, place and time; reserve and provide venues for mediation and caucus; manage continuances and re-scheduling;”
2. “Maintain financial books and records to insure transparency and accuracy of receipts and expenditures;”
3. “Prepare financial statements, financial and performance reports (for example, attendance and failure to attend mediation reports);”
4. “Establish and maintain performance standards for staff and mediators, including maintaining a roster of mediators comprised of persons who are properly trained in accordance with the standards attached [in AOSC09-54], and who are otherwise qualified, and effective in foreclosure mediation;”
5. “Assist in specialized training for workout options and resources;”
6. “Arrange and pay for interpreters;”
7. “Bill, collect, deposit and disburse mediation fees and refunds; pay for necessary services and costs incidental to mediation managing as required to implement the mediation administrative order;”
8. “Establish procedures for managing and communicating with *pro se* litigants and attorneys. This includes implementing a process for prompt outreach to borrower-owners immediately after suit has been filed; the goal of the outreach is to inform mortgagors about the mediation program, invite their participation, and to start the process of referral to consumer debt counseling and the collection of required financial information;”
9. “Establish procedures for complying with confidentiality rules;”
10. “Establish a system for managing mediators that:
 - a. Provides for the impartial assignment of mediators, for example, by the use of a rotating list,

- b. Is open to qualified supreme court certified mediators who are capable of providing effective services in the residential foreclosure setting, and
 - c. Allows for more than one Mediation Managing entity in the circuit if approved by the chief judge;”
11. “Monitor or supervise the preparation of mediation settlement agreements;”
 12. “In accordance with the Administrative Order establish the schedule for division of fees between mediators, managers and others;”
 13. “Prepare operational reports as required by the chief judge, regarding number of cases mediated, impasse or successful mediations, etc.;
 14. “Solicit qualified mediators and maintain current list of mediators available for residential foreclosure cases;”
 15. “Establish procedures for disqualifying and replacing mediators with ethical or other conflicts;”
 16. “Coordinate the referral of mortgagors to certified credit counselors pre-mediation;”
 17. “Refer unrepresented parties to legal aid, or panels of pro bono or reduced fee attorneys;”
 18. “Facilitate the exchange of documents between the parties, pre- and post-mediation, including the establishment and maintenance of a secure web-based communication system between the Program Manager and all parties to mediation using a platform capable of transmitting financial data, email, mediation forms and attachments, and able to track participant payments and refunds;”
 19. “Maintain for dissemination to owner-borrowers a list of approved foreclosure counselors willing to perform services at the rates established by the court;”
 20. “Answer inquires from mediators and parties regarding the mediation process and forms;”
 21. “Establish a system for resolving complaints against mediators and other persons involved in the [RMFMP];”
 22. “Establish procedures for participant evaluation of mediation program services, including satisfaction surveys;”
 23. “Develop the forms and procedures necessary to verify compliance with the residential foreclosure mediation program by the lender/servicer representatives, their attorneys and borrowers;”

24. “Using judicial disqualification criteria as a model, disclose to the chief judge any direct or indirect financial ties to lenders/servicers (including any immediate family members), whether present or within the past three (3) years, with a continuing obligation to disclose”; and

See AOSC09-54, App. B, Ex. 13 at A-68 to A-71.

In addition, the Program Manager will be required to:

25. Review and comply with all federal and state statutes, and applicable administrative orders issued by the Florida Supreme Court and the Eighth Judicial Circuit.
26. Provide monthly reports to the chief judge including but not limited to performance reports, case status updates, and financial reports. At her sole discretion, the chief judge may require additional reports from the Program Manager as she deems necessary.
27. Procure, provide, maintain, and pay for any and all necessary insurance or bonding requirements.

D. MINIMUM REQUIREMENTS OF THE PROGRAM MANAGER

The Program Manager shall meet the requirements specified in AOSC09-54, whether or not they are specifically mentioned in this RFP, and any other requirement deemed reasonably necessary to carry out the purpose of the RMFMP. For example, the Program Manager shall be:

1. “Compliant with [Alternative Dispute Resolution] ADR principles as promulgated by the supreme court, and ADR statutes and rules;”
2. “Non-profit entity, or associated with a reputable organization of proven competence, autonomous and independent of the judicial branch;”
3. “Capable of efficient administration of large case loads;”
4. “Sensitive to cultural, diversity, and Americans with Disabilities Act issues;”
5. “Politically and professionally neutral;”
6. “Knowledgeable of court procedures, current trends, laws, rules, and regulations affecting residential foreclosures;”
7. “Fiscally transparent and accountable;”
8. “Quickly adaptable to a dynamic and rapidly evolving legal environment;”
9. “Financially stable;”

- 10. "Capable of sustained operation without fiscal impact on the courts;"
- 11. "Capable of effectively implementing information technology systems and web-based programs;"
- 12. "Alert to ethical and confidentiality issues;"
- 13. "Agreeable to acting as manager for voluntary pre-suit mediation."

See AOSC09-54, App. B, Ex. 13 at A-68.

E. COMPENSATION

The Program Manager shall be solely compensated by the parties to mediation. The Eighth Judicial Circuit will not be responsible for any compensation to the Program Manager and will not participate in the collection, disbursement, management, or refund of fees in any way. Pursuant to AOSC09-54, the fees paid shall not exceed \$750, with no more than \$400 paid for administrative fees of the RMFMP and no more than \$350 paid for the mediation fees of the RMFMP, for up to two mediation sessions. See AOSC09-54, App. A. at A-12 to A-13. If additional sessions are required, the program fees for each third and subsequent session shall not exceed \$350 per session. See AOSC09-54, App. A. at A-13.

F. DEADLINES

The RMFMP implementation date is anticipated in summer of 2010. Listed below are the dates and times by which stated actions must be taken or completed. If the Eighth Judicial Circuit Court determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this Proposal via the Eighth Judicial Circuit website.

Advertisement of RFPMarch 19, 2010
Deadline for Receipt of Written QuestionsApril 23, 2010 @ 2:00 p.m. (EDT)
All questions and answers posted on
Circuit8.orgApril 30, 2010
Deadline for Receipt of RFPMay 19, 2010 @ 2:00 p.m. (EDT)
Posting of Intent to AwardJune 25, 2010

G. SELECTION CRITERIA

All competitive proposals shall be evaluated with respect to the completeness of data provided, support for all claims made, and the overall approach taken. For example, the following factors will be used to evaluate the proposals:

CRITERIA	POINTS
Ability to deliver required services, proposed plan, and previous mediation management experience	20
Knowledge and familiarity with AOSC09-54 and Florida’s Judicial System, especially as it relates to residential mortgage foreclosure mediation	20

Qualifications of mediators and staff, including performance standards; evaluation and assignment plan for mediators; plan to recruit, train, certify, and assign local mediators and staff	15
Knowledge and understanding of mortgage workout options and resources, including options for early resolution or pre-suit mediation	10
Financial stability, fiscal transparency, and other financial information, including proposed cost of services	10
Plan for referral and linkage with financial services, legal services, and pre-suit mediation	10
Local affiliation; plan to incorporate local resources,.....	10
References and clarity, quality, and comprehensiveness of the proposal	5
TOTAL POINTS:	100

H. PROPOSAL SUBMISSION

All proposals should be submitted **no later than 2:00 p.m. (EDT) on May 19, 2010, via both mail and email, to:**

Ted McFetridge
 Court Administrator, Eighth Judicial Circuit
 Administrative Office of the Courts
 Family and Civil Justice Center
 201 East University Avenue, Room 417
 Gainesville, FL 32601
 foreclose@circuit8.org

The envelope or package containing the proposals(s) must be sealed and plainly labeled **“RFP# 2010-3-19, RESIDENTIAL MORTGAGE FORECLOSURE MEDIATION PROGRAM MANAGER.”**

The email courtesy copy of the proposal(s) must contain the subject line **“Residential Mortgage Foreclosure Mediation Program Manager RFP # 2010-3-19 PROPOSAL.”**

It is the sole responsibility of the vendor to see that sealed proposals are received by the submission deadline. The vendor shall be responsible for all risks or any delays associated with delivery service or U.S. Mail. Once a proposal is submitted, the Eighth Judicial Circuit Court shall not accept any request by any vendor to correct errors or omissions in any calculation or competitive proposal price submitted.

I. SUBMISSION REQUIREMENTS

1. Proposals shall be on standard size paper (8.5” by 11”) and shall use a standard typeface (such as Times New Roman) with no smaller than a 12 point font. Please use page numbers on every page, index as appropriate, and include identifying information in the header or footer of each page.

2. Eight (8) paper copies of each proposal shall be submitted, as well as a courtesy copy via email. Proposals shall be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package as follows:

“RFP# 2010-3-19, RESIDENTIAL MORTGAGE FORECLOSURE MEDIATION PROGRAM MANAGER PROPOSAL.”

3. Any proposal received after the advertised deadline will not be considered for an award.
4. Proposals must be received **no later than 2:00 p.m. (EDT) on May 19, 2010**. Proposals shall be mailed to:

Ted McFetridge
Court Administrator, Eighth Judicial Circuit
Administrative Office of the Courts
Family and Civil Justice Center
201 East University Avenue, Room 417
Gainesville, FL 32601

5. A courtesy copy of the proposal shall be emailed, in .pdf or .doc format, with receipt **no later than 2:00 p.m. (EDT) on May 19, 2010** to:

Ted McFetridge
Court Administrator, Eighth Judicial Circuit
foreclose@circuit8.org

Please include the subject line: **“Residential Mortgage Foreclosure Mediation Program Manager RFP # 2010-3-19 PROPOSAL.”**

J. PROPOSAL CONTENT REQUIREMENTS

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

1. Proposer Information:

- a. Proposer’s official business name, address (both physical and mailing), telephone and fax numbers; email address; type of business such as sole proprietorship, partnership, or corporation, including the state of incorporation;
- b. Length of time in business;
- c. Location(s) of business operations;
- d. Firm’s qualifications;
- e. Qualifications and experience of corporate officer(s) and/or key personnel;
- f. Evidence of meeting qualification requirements set forth herein.

2. **Statements** – Include a statement indicating an understanding of the project and the requirements thereof.
3. **Quality Assurance** – Include the firm’s statement of commitment to quality assurance.
4. **Conflict Disclosure** – Include the names(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 names(s) of any employee, officer, or agent of the firm that has any conflict of interest associated with this project.
5. **References** – Include the name, address, and telephone number of at least (3) clients for whom similar services are or have been performed.
6. **Division of Fees / Price Structure** - Include a statement of the proposed division of fees between mediators, managers, and others (including interpreters). The court reserves the right to negotiate any or all proposed prices prior to any agreement or award.
7. **Financial Information** – Describe the financial history of the vendor, including the current state of solvency. Please attach financial statements, bank statements or balance sheets (not included in the 25 page limit). Describe the methods used to maintain financial books, prepare statements, and manage the financial aspect of the RMFMP. Provide a URL referencing most recent audited financial statements that 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 the firm, its partners, and its proposed major sub-contractors (i.e., expected to perform more than five percent of the contract). The vendor may be required to
8. **Proposed Program Plan** – Proposer shall provide a detailed business plan for the RMFMP which demonstrates familiarity with AOSC09-54, knowledge of its requirements, and a feasible and reasonable plan for accomplishing its objectives and directives. The plan shall propose a timeline that encourages early resolution, including but not limited to pre-suit mediation. The plan shall detail the process proposed to determine borrower non-compliance, including the number of days after which the vendor will file the Notice of Borrower Nonparticipation with RMFM Program with the Court.
9. **Local Affiliation** – Include a statement that describes the vendor’s affiliation with the local community; the vendor’s plan to recruit, train, certify, and assign local mediators and staff; the vendor’s plan to incorporate local resources; and any other relevant information about the vendor’s local affiliation.

K. PROPOSAL CONTENT SUGGESTIONS

The following information is suggested, but not required, for the proposal:

1. **Management and Scheduling System** – Include a statement of the system to be used to schedule and coordinate mediators, mediation conferences, and other time-sensitive components of the RMFMP; describe the manner in which mediators would be assigned, including the proposed system to recruit and train mediators.
2. **Communication System** – Include a statement of the communication system and technology to be used to answer questions from the parties, coordinate referrals, and communicate with *pro se* borrowers who may have limited access to some methods of communication, such as email.
3. **Due Process Considerations** – Include a statement of the proposed management of due process considerations (unrepresented parties, parties who require interpreters, etc.).
4. **Performance Standards and Evaluation** – Include a statement that describes the method to be used to evaluate mediators and services provided, to track efficiency and outcomes for reports to the chief judge, and to resolve complaints.
5. **Facilities** – Include a statement that describes the facilities to be used, including the size, location, and technology available.

L. **WRITTEN INQUIRIES**

Absolutely no telephone inquiries will be accepted. **Inquiries by email are strongly encouraged.** All written inquiries shall include the vendor's name, address, telephone number, and email address. All inquiries for information regarding award criteria, format of proposal, clarification of the scope of the project, or other fiscal/administrative concerns shall be directed to:

Ted McFetridge
Court Administrator, Eighth Judicial Circuit
foreclose@circuit8.org

Please include the subject line: **“Residential Mortgage Foreclosure Mediation Program Manager RFP # 2010-3-19 QUESTION.”**

All inquiries must be received no later than **April 23, 2010 at 2:00 p.m. (EDT)**.

All answers to inquiries will be posted on the court's website at <http://circuit8.org/foreclose>, but individual responses will not be provided. Answers will be provided no later than **April 30, 2010**.

Email inquiries are strongly encouraged. However, if necessary, written inquiries may also be mailed or faxed to:

Ted McFetridge
Court Administrator, Eighth Judicial Circuit
Administrative Office of the Courts
Family and Civil Justice Center

201 East University Avenue, Room 417
Gainesville, FL 32601
RE: Residential Mortgage Foreclosure Mediation Program Manager RFP #
2010-3-19 QUESTION
Fax (352) 338-3218

M. ADDENDUM

Any clarification or additional information that may substantially affect the outcome of this RFP will be provided in the form of a written addendum. All addenda will be posted on the Eighth Judicial Circuit's website at <http://circuit8.org/foreclose> by April 30, 2010.

N. RESTRICTIONS ON COMMUNICATIONS WITH COURT PERSONNEL

Vendors shall not communicate with any State Court System employee concerning this RFP, except for the contact person identified in Section L, "Written Inquiries." Violation of this requirement may result in rejection of the submitted proposal.

O. 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.

P. SUB-CONTRACTING

At the sole discretion of the Eighth Judicial Circuit, a vendor may be allowed to sub-contract a portion of its obligation. Before sub-contracting, the vendor shall secure the written approval of the Eighth Judicial Circuit. Failure to secure prior written approval shall subject the vendor's contract to cancellation or other penalty, at the sole election of the Eighth Judicial Circuit. A vendor who sub-contracts any part of this project will be fully accountable for sub-contractor's responsibilities and deliverables. The vendor will define the sub-contractor's scope of work as strictly defined in Section C.

Q. INDEPENDENT PRICE DETERMINATION

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

R. REVIEW COMMITTEE

A Review Committee will be appointed by the chief judge to evaluate all proposals. The Review Committee reserves the right to request interviews of any or all respondents, as necessary, to secure a fair and equitable proposal evaluation. The Review Committee reserves the right to accept or reject any and all proposals in whole or in part. The chief judge or her designee will make the award.

The Eighth Judicial Circuit is using this RFP as a fair and impartial way to solicit competitive proposals from those who seek appointment as the Program Manager for the RMFMP. The Eighth Judicial Circuit will select a Program Manager that best meets the needs of the Circuit. While the RFP process is not required for this selection, the Eighth Judicial Circuit has determined that the RFP is the best practice to use when choosing from among the qualified vendors. However, the Eighth Judicial Circuit reserves the right to deviate from this process at any time, accept or reject any proposal, waive any formality, and to base any determination on the best interests of the Eighth Judicial Circuit.

S. POSTING

The vendor selected for award will be listed on the Eighth Judicial Circuit Court website at <http://circuit8.org/foreclose> for a period of at least 72 hours.

T. TERMS AND CONDITIONS

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

Appendix A

Florida State Courts System Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Conflict of Interest.
6. Convicted Vendors.
7. Discriminatory Vendors.
8. Respondent's Representation and Authorization.
9. Performance Qualifications.
10. Public Opening.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response.
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records.
18. Protests.

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, 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 this solicitation.
- (b) "Respondent" means the entity that submits materials to the Court in accordance with these Instructions.
- (c) "Response" means the material submitted by the respondent in answering the solicitation.
- (d) "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 Court Administrator's contact person. 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 service 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 program, 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 resources and/or bonding capacity, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the service 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 the 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.

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.circuit8.org>. 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 or services 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 for Services

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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. Compensation. The Program Manager shall be solely compensated by the parties to mediation. The Eighth Judicial Circuit will not be responsible for any compensation to the Program Manager and will not participate in the collection, disbursement, management, or refund of fees in any way. Pursuant to AOSC09-54, the fees paid shall not exceed \$750, with no more than \$400 paid for administrative fees of the RMFMP and no more than \$350 paid for the mediation fees of the RMFMP, for up to two mediation sessions. *See* AOSC09-54, App. A. at A-12 to A-13. If additional sessions are required, the program fees for each third and subsequent session shall not exceed \$350 per session. *See* AOSC09-54, App. A. at A-13.

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 remedy the problem. 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, 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.

- 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, 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, 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 upon 14 days written notice if the Contractor fails to abide by any of the terms or conditions of the contract or if the Contractor fails to maintain adequate progress, thus endangering performance of the Contract. The Contractor shall have 7 days after being notified of the Court's intent to terminate, to cure the breach identified by the Court. 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. 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 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. 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.
- 28. Annual Appropriations.** The Court's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature.
- 29. 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.
- 30. 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.
- 31. Right to Inspect.** Financial records 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 inspect such records.
- 32. Rule of Interpretation.** All specific conditions will prevail over a general condition on the same subject.

33. 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.

34. 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.

35. 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.

36. Changes. The Customer 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 Customer 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. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.