REQUEST FOR PROPOSAL

#6721

PROFESSIONAL TRANSCRIPT PREPARATION SERVICES

FOR

WASHTENAW COUNTY TRIAL COURT

Prepared By:

Washtenaw County Purchasing Division & Washtenaw County Trial Court Administration Building 220 N. Main Street Ann Arbor, MI 48104

Angela O. Perry Purchasing Manager (734) 222-6768



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Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104 Phone (734) 222-6760, Fax (734) 222-6764 www.purchasing.ewashtenaw.org

RFP #6721

March 22, 2013

Washtenaw County Purchasing Division on behalf of Washtenaw County Trial Court is issuing a sealed RFP #6721 for professional transcription preparation services.

Sealed Proposals: Vendor will deliver one (1) unbound original and three (3) bound copies **each with the pricing page flagged** to the County location specified below. In addition, vendor will deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

Washtenaw County Administration Building Purchasing Division 220 N. Main St. Basement Ann Arbor, MI 48104

By April 12th, 2013 at 4:00 p.m.

Bidders will have until March 27, 2013 to submit questions pertaining to this bid

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "SEALED RFP 6721".
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry via e-mail only to perrya@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Dept contact via email only at <u>carbeckr@ewashtenaw.org.</u>

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

"Bidder" An individual or business submitting a bid

to Washtenaw County

"Contractor/Vendor" One who contracts to perform services in

accordance with a contract

"County" Washtenaw County in Michigan

"Court" Washtenaw County Trial Court

II. TERMS

A. Washtenaw County Trial Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The Court does not intend to award a contract fully on the basis of any response made to the proposal; the Court reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the Court's specifications and needs.

- B. The Court reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Court to be in the best interests of the Court even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

- F. In the event, the Court receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The Court shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.
- G. The initial award of this contract shall be for a period of three (3) years, with an option to renew an additional two (2) years, pending agreement by both parties.
- H. <u>CONFLICT OF INTEREST</u>. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the Court, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the Court regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a Court employee and Contractor.
- I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County and the Court assume no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

III. VENDOR SPECIFICATIONS

The proposal shall include <u>all</u> of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. Bidder must indicate number of years in transcription preparation business.
- B. Bidder must indicate that they will comply with all applicable statutes and court rules relating to transcripts.
- C. Bidder must agree that only statutorily allowed fees will be charged to the Trial Court.
- D. Bidder must indicate that they will be able to produce quality verbatim transcripts from any of the following three mediums:
 - a. Audio tapes
 - b. Video tapes
 - c. Digital CDs
- E. Bidder must provide a list of all Certified Electronic Reporters (CERs) who will provide service under this contract as well as a copy of the CER license from the State of Michigan for each person listed. If selected, bidder must provide the Trial Court with an updated list of people providing service under the contract at any time there is a personnel change.
- F. Bidder must acknowledge that they are responsible for adherence to this contract for every transcript produced by their firm even if they sub-contract the work to a Trial Court approved Certified Electronic Reporter/Recorder.
- G. Bidder agrees to return all signed-out audio or video materials (except digital CDs) within thirty (30) days of receipt unless the statute provides for a longer period of time for the preparation of the transcript (i.e., 90 days for a trial transcript), in which case the bidder agrees to return those materials within five days after the statutory due date for the transcript. Bidder agrees to pay a \$25 late fee for all audio tapes or video tapes lost or destroyed or returned to the court after the due date.
 - Bidder must acknowledge that they will be given one copy of a CD for each day requested at no charge. Bidder will be responsible for maintaining that copy for future transcript preparation, otherwise standard CD copy fees will apply for duplicate copies.
- H. Bidder must have capability to place all transcripts on a common Washtenaw County Trial Court computer drive. Access will be provided by Trial Court Administration.

- I. Bidder must agree to comply with the check-out policy for all mediums (audio, video, and cd).
- J. Bidder must agree that all invoices will be submitted in a format approved by Trial Court Administration and that all such invoices will be submitted within thirty (30) days of the completion **and** filing of the certified transcript.
- K. Bidder must provide the name, address and phone number of three (3) transcript preparation business references.
- L. Bidder must provide a background of their company's years of service in the field of professional transcription services.
- M. Bidders must indicate their earliest availability to perform these duties.

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

The Contractor will provide complete, accurate and timely transcripts for cases referred by the Court.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

AGREEMENT is made this _____ day of _____, 2013, by the WASHTENAW COUNTY TRIAL COURT, with offices located in the County Courthouse, 101 E. Huron, Ann Arbor, Michigan 48107 ("Court") and **(NAME OF CONTRACTOR**) located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

(Include) PRICE SHEET

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide complete, accurate and timely transcripts for cases referred by the Court.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed twenty five thousand dollars (\$25,000) per year.

ARTICLE III - REPORTING OF CONTRACTOR

- <u>Section 1</u> The Contractor is to report to Dan Dwyer and will cooperate and confer with him as necessary to insure satisfactory work progress.
- <u>Section 2</u> All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- <u>Section 3</u> All reports made in connection with these services are subject to review and final approval by the Trial Court Administrator.
- <u>Section 4</u> The Court may review and inspect the Contractor's activities during the term of this contract.
- $\underline{\text{Section 5}}$ When applicable, the Contractor will submit a final, written report to the Trial Court County Administrator.
- <u>Section 6</u> After reasonable notice to the Contractor, the Court may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR).

ARTICLE V - PERSONNEL

- <u>Section 1</u> The contractor will provide the required services and will not subcontract or assign the services without the Court's written approval.
- <u>Section 2</u> The Contractor will not hire any Court employee for any of the required services without the Court's written approval.

<u>Section 3</u> - The parties agree that the Contractor is neither an employee nor an agent of the Court for any purpose.

<u>Section 4</u> - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County and the Washtenaw County trial Court, their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Trial Court Administrator, if requested by the Trial Court Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Trial Court Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Trial Court Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Washtenaw County Trial Court & CR#________, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Court may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Court may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.40 per hour with benefits or \$ 13.37 per hour without

benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2013 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

<u>ARTICLE XIII - EQUAL ACCESS</u>

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense.

Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County, the Court and the Contractor, their successors and assigns. Neither the County, the Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

SIGNATURE PAGE

Signature	Company Name		
Print Name	Company Address		
Title	City, County, St. Zip		
Telephone #	Fax # Email Address for Purchase Orders		
Federal Tax ID #			
County company. If p	we hereby certify that we are a Washtenaw roven otherwise, company may be subject to spension of doing business with Washtenaw		
The above individua company submitting p	I is authorized to sign on behalf of roposal.		
Proposals must be sign provider to its provisions	gned by an official authorized to bind the sfor at least a period of 90 days.		
	pe signed and returned as part of vendor		