

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL
6156
PROFESSIONAL
TRANSCRIPT PREPARATION
SERVICE
FOR
WASHTENAW COUNTY
TRIAL COURT

Prepared by:

Washtenaw County Trial Court &
Washtenaw County Purchasing Division
Administration Building
P.O. Box 8645
220 N. Main B-35

Robert G. Devault, C.P.M.
Purchasing Manager
(734-222-6760)



REQUEST FOR PROPOSAL # 6156

August 25, 2004

Washtenaw County Trial Court is issuing a Sealed Request for Proposal (RFP) for professional transcription preparation services.

Sealed Proposals: Vendor will deliver one (1) original and five (5) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
P.O. Box 8645
Ann Arbor, MI. 48107**

by 4:00 p.m. on Monday, September 13, 2004.

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Trial Court Administrator.

- Please use the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP # 6156**".
- Please direct purchasing and procedural questions regarding this RFP to **Robert Devault at (734) 222-6760**.
- Please direct specific technical questions regarding this RFP to Daniel Dwyer at (734) 222-3057

Thank you for your interest.

I. PROPOSAL SPECIFICATIONS

Definitions:	"County"	is Washtenaw County in Michigan.
	"Bidder"	an individual or business submitting a bid to Washtenaw County Trial Court.
	"Contractor"	One who contracts to perform work or furnish materials in accordance with a contract.
	"Court"	The Washtenaw County Trial Court

Purpose of Proposal:

Washtenaw County Trial Court is issuing a Sealed Request for Proposal (RFP) for professional transcription services for the preparation of transcripts of proceedings in the 22nd Circuit, Probate Court and certain Juvenile cases.

Proposal 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 Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County Trial Court may consider. The Trial 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. Failure of the successful Bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 4-7, for Washtenaw County contract requirements.
- 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. The **entire** proposal document with any amendments should be returned. To be considered, **original** proposal and **five (5) copies** must be at the Washtenaw County Trial Court Administration Office on or before the date and time specified.

RFP #6156 Professional Transcript Preparation Services

- 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 written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Provide street address of main office.
- B. Provide the number of employees, both Certified Court Reporters/Recorders and administrative staff.
- C. Bidder must indicate number of years in transcription preparation business.
- D. Bidder must indicate that they will comply with all applicable statutes and court rules relating to transcripts.
- E. Bidder must agree that only statutorily allowed fees will be charged to the Trial Court.
- F. 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
- G. 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.
- H. Bidder must acknowledge that they are responsible for adherence to this contract for every transcript produced by their firm if even they sub-contract the work to a Trial Court approve Certified Electronic Reporter/Recorder.
- I. 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.

RFP #6156 Professional Transcript Preparation Services

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.

- J. 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.
- K. Bidder must agree to comply with the check-out policy for all mediums (audio, video, and cd).
- L. 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.
- M. Bidder must provide the name, address and phone number of three (3) transcript preparation business references.
- N. Bidder must provide a background of their company's years of service in the field of professional transcription services.
- O. Bidders must indicate their earliest availability to perform these duties.

III. 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 the Washtenaw County Trial Court such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is responsible to the Washtenaw County Trial Court Chief Judge or designee and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - Any reports made in connection with these services are subject to review and final approval by the Court Administrator.

Section 4 - The Court may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Court Administrator.

Section 6 - After reasonable notice to the Contractor, the Court may review any of the Contractor's applicable internal records, reports, or insurance policies.

ARTICLE V- PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without prior written approval from the Trial Court.

Section 2 - The Contractor will not hire any Washtenaw County Trial Court employee for any of the required services without the Court's written approval.

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

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, its 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. Comprehensive/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 non-owned 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.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements or policy conditions which reduce coverage provided 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 Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No referrals 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 County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day 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 County / Court of Washtenaw, or member of its governing bodies, 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

RFP #6156 Professional Transcript Preparation Services

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 \$9.42 per hour with benefits or \$11.06 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 May 1, 2004 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

ARTICLE XIII - ASSIGNS AND SUCCESSORS

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

ARTICLE XIV - TERMINATION OF CONTRACT

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

ARTICLE XV - EQUAL ACCESS

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

ARTICLE XVI - 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 / Court against such liability

ARTICLE XVII - PRACTICE AND ETHICS

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

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR 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 XIX - 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 XX - EXTENT OF CONTRACT

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

IV. INFORMATION FOR BIDDERS

TABLE OF CONTENTS

I. NATURE OF SERVICES REQUIRED

- A. General
- B. Scope of Work to be Performed
- C. Standards to be Followed

II. PROPOSAL REQUIREMENTS

- A. General Requirements
 - 1. Inquiries
 - 2. Costs of Preparing the Proposals
 - 3. Time Requirements
- B. Submission of Proposal
- C. Technical Portion of Proposal
 - 1. General Requirements
 - 2. Specific Approach

III. EVALUATION PROCESS

- A. Review of Proposals
- B. Evaluation Criteria
 - 1. Mandatory Elements
 - 2. Technical Elements
- C. Final Selection
- D. Right to Reject Proposals

I. NATURE OF SERVICES REQUIRED

A. General

The Washtenaw County Trial Court is required to ensure that timely and accurate verbatim transcripts are produced and filed in accordance with applicable court rules, statutes and the Michigan Supreme Court Manual for Court Reporters/Recorders.

B. Scope of Work to be Performed

The Trial Court is seeking to enter into a contract with a professional transcription preparation organization. The transcripts prepared pursuant to an agreement would be verbatim records of Circuit, Probate and certain Juvenile proceedings.

C. Standards To Be Followed

The Contractor shall prepare transcripts in accordance with Michigan Court Rules and Statutes regarding timeliness, accuracy and format. The Contractor must also prepare transcripts in accordance with any and all policies and procedures and Local Administrative Orders established by the Chief Judge and/or Trial Court Administrator's Office. The Contractor must comply with all provisions and requirements contained in the Michigan Supreme Court Manual for Court Reporters/Recorders.

II. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the request for proposals must be made to:

Mr. Daniel Dwyer
Washtenaw County Trial Court Administrator
101 E. Huron
P.O. Box 8645
Ann Arbor, MI 48107
(734) 222-3057
dwyerd@ewashtenaw.org

2. Costs of Preparing the Proposal

The Court and/or Washtenaw County will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

3. Time Requirements

The following is a list of key dates up to and including the date proposals must be submitted:

Request for proposal issued	8/25/04
Proposals due	9/13/04
Selected firm notified	10/4/04

B. Submission of Proposal

The Court reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Court and the firm selected.

C. Technical Portion of Proposal

1. General Requirements

The purpose of the technical portion of the proposal is to demonstrate the qualifications, competence and capacity of the transcription preparation service to prepare verbatim transcripts for the Circuit, Probate and Juvenile Courts in Washtenaw County. The technical portion of the proposal should demonstrate the qualifications of the transcription preparation provider and of the particular staff to be assigned to this engagement. It should also demonstrate the ability to produce transcripts pursuant to applicable court rules, statutes, local administrative orders, policy and procedures. The technical portion of the proposal must identify the system that will be implemented to meet timeliness requirements.

2. Specific Approach

A narrative description of the proposer's understanding of the project and Contractor's responsibilities, including the major tasks that shall be provided.

III. EVALUATION PROCESS

A. Review of Proposals

Proposals submitted will be evaluated by the Washtenaw County Trial Court. During the proposal evaluation process, the Court reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions

B. Evaluation Criteria

1. Mandatory Elements

- a. Bidder must provide the address of the main office
- b. Bidder must provide a list of employees both Certified Court Reporters/Recorders and administrative staff and all accompanying certifications.
- c. Bidder must indicate years in transcription preparation business.
- d. Bidder must provide a minimum of three references directly related to professional transcript preparation services.
- e. Bidder must indicate that they can produce quality and timely verbatim transcripts from the following mediums: audio tapes, video tapes and digital cds.
- f. Bidder must identify any fees in addition to statutorily set per page fees bidder intends to charge for transcription services.

2. Technical Elements:

- a. Years of experience and number of Certified Court Reporters/Recorders.
- b. Proximity of main office to courthouse.
- c. Quality of references

C. Final Selection

The Court reserves the right to award this contract to more than one vendor for the different areas of work at the Court's discretion. The Court reserves the right to add additional vendors at any time to ensure adequate services.

It is anticipated that a professional transcription preparation organization will be selected by October 4, 2004. Following notification of the transcript preparation organization selected, it is expected a contract will be executed between both parties within 45 days.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the professional transcript preparation organization of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Court and the firm selected. The Court reserves the right without prejudice to reject any or all proposals.

RFP #6156 Professional Transcript Preparation Services

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City
	_____ St.
	_____ Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ URL/Email Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.