

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: All policies shall include, or be endorsed to include, the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

3. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson."

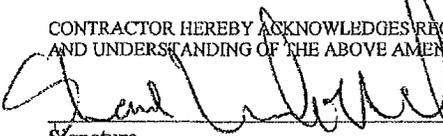
CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: JUNE 12, 2015

CONTRACT NO.: 120298
CONTRACT AMENDMENT NO.: FIVE (5)
PAGE 3 of 3
SA
CONTRACT OFFICER: JENN MYERS

THIS PAGE INTENTIONALLY LEFT BLANK

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 6/15/15

Shane Mirkovich, COO
Typed Name and Title

Net Transcripts, Inc
Company Name

425 S 48th Street Suite 101
Address

shane@nettranscripts.com
Email Address

Tempe, AZ 85281
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 17th DAY
OF June, 2015, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Net Transcripts, Inc.

Company Name

Name: Aaron Hammer

425 S. 48th Street, Suite 103

Address

Title: VP Sales & Customer Support

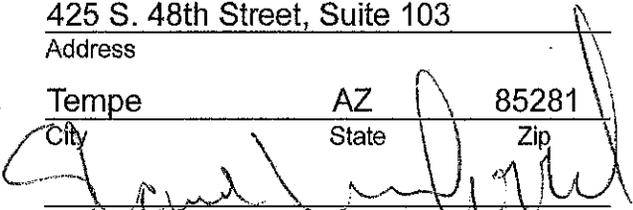
Tempe AZ 85281

City

State

Zip

Phone: (480) 948-9241



Signature of Person Authorized to Sign

Fax: (480) 556-9676

Shane Mirkovich

Printed Name

E-mail: aaron@nettranscripts.com; info@nettranscripts.com

COO

Title

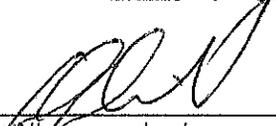
ACCEPTANCE OF OFFER

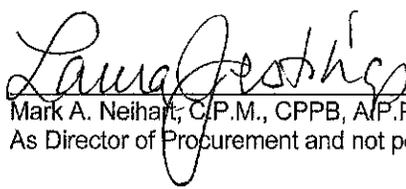
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120298 - 01.

Approved as to form this CKS day of October, 2011.

CITY OF TUCSON, a municipal corporation

Awarded this 4th day of October, 2011.


As Tucson City Attorney and not personally


Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120298

Transcription Services for Tucson Police Department
AMENDMENT NO. ONE (1)

DATE ISSUED: Thursday, July 28, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Cherie Odeski, CPPB, Senior Contract Officer at (520) 837-4126.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126/FAX: (520) 791-4736
ISSUE DATE: Thursday, July 28, 2011
Cherie.Odeski@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 120298
RFP AMENDMENT NO.: One (1)
PAGE 1 Of 4
RFP DUE DATE: Monday, August 08, 2011 @ 4:00 P.M., Local AZ Time
SENIOR CONTRACT OFFICER: CHERIE ODESKI, CPPB

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Transcription Services for Tucson Police Department

ITEM ONE – SUBMITTAL DUE DATE:

The Submittal Due Date **REMAINS: Monday, August 8, 2011** at 4:00 P.M. Local AZ Time.

ITEM TWO – The following information is provided as a result of questions submitted and the Pre-Proposal Conference held on July 27, 2011:

Question: Will or may the audio be from video recordings, or will it always be from only audio files?

Answer: All recordings will be from audio only files.

Question: What are the recordings of? Interviews, 911 calls, wiretaps, phone calls, body wires, testimonies, etc.

Answer: Recordings are of interviews, some of which are conducted via telephone. There will be no 911 calls, wiretaps, body wires or testimonies.

Question: Should the transcriptions be total verbatim? I.e. include ums, uhs, [background noises], [stuttering], [coughs], [laughs], etc. -- or can that be omitted?

Answer: Yes, total verbatim transcription is required.

Question: Will the transcriptions require a summary? If so, how long?

Answer: Summaries are not required and will not be accepted.

Question: Do the transcripts need to be prepared for court submission?

Answer: Transcripts are prepared for court submission according to format specified by the Tucson Police Department. An example is attached.

Question: What will be common foreign accents or dialects of the speakers? (i.e. "Ebonics", Mexican Spanish accent, etc).

Answer: Speakers may involve a variety of accents, as well as street and police jargon.

Question: Must all the work be performed within the territorial limits of the United States?

Answer: No.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126/FAX: (520) 791-4735
ISSUE DATE: Thursday, July 28, 2011
Cherie.Odeski@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 120298
RFP AMENDMENT NO.: One (1)
PAGE 2 Of 4
RFP DUE DATE: Monday, August 08, 2011 @ 4:00 P.M., Local AZ Time
SENIOR CONTRACT OFFICER: CHERIE ODESKI, CPPB

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

- Question: Must the work be performed in a secure facility within the territorial limits of the United States?
- Answer: No.
- Question: Are we permitted to use Independent Contractors to augment our employee staff?
- Answer: Yes.
- Question: Can you please provide redacted samples?
- Answer: Attached.
- Question: Is it possible to price this work "per page" in lieu of "per minute"?
- Answer: No. For consistent comparison of proposals, as well as internal calculation of projected and encumbered costs, price per minute has been established as the standard.
- Question: In regard to workload data, can you provide the number of minutes that were transcribed over the past 12 months? The number of pages?
- additional related question: Do you know what the volume of transcription has been in the past, and average timelines for turnaround involved in same?
- Answer: Approximately 6,400 minutes were sent out for transcription between July 1, 2010 and June 30, 2011. The number of pages is not tracked. A concerted effort was made to minimize outsourcing in FY2011. Work volume for FY2012 is anticipated to exceed FY2011. Average turnaround during the above time-frame was 3 business days.
- Question: The 3 or 7 days turnaround time is that specific to 'business days' as in Monday through Friday, or is that inclusive of weekend days as well?
- Answer: The turn around times referred to in the proposal are specific to business days.
- Question: Page 9, section 2, insurance. Must the contractor have insurance (and proof of) in order to submit a proposal, or can insurance be obtained after award?
- Answer: UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126/FAX: (520) 791-4735
ISSUE DATE: Thursday, July 28, 2011
Cherie.Odeski@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 120298
RFP AMENDMENT NO.: One (1)
PAGE 3 Of 4
RFP DUE DATE: Monday, August 08, 2011 @ 4:00 P.M., Local AZ Time
SENIOR CONTRACT OFFICER: CHERIE ODESKI, CPPB

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

- Question:** Page 7, B.7, Qualifications and Experience. It says if the firm offers transcription services in languages other than English, identify those languages, and page 16 quote section says English to English Transcription. The contractor infers that the quote is only for English to English transcription, and that transcription services may be desired, but that a separate agreement would need to be made. Could you please clarify what will happen if a recording is in a foreign language or if it is a mix of English and a foreign language?
- Answer:** Separate pricing would be obtained via proposal if the vendor offers languages other than English to English. This would be addressed on an as needed basis and would be negotiated on a case by case basis.
- Question:** What is the current pricing?
- Answer:** The current contract is available on the City's website at:
http://www.tucsonprocurement.com/Internal_SearchResults.aspx?ContractNum=&ContractTitle=&Keywords=&VendorName=net%20transcripts&Department=&selecttype=Internal&orderby=ContractTitle
- Question:** Is the 3/7 day turn around time based on receipt? If so, how would we confirm receipt?
- Answer:** Offeror shall propose the method by which the firm will accomplish the work described in the Scope of Work.
- Question:** Is there a minimum retention period to keep the audio files stored?
- Answer:** The Contractor does not need to retain the audio file once it is transcribed.
- Question:** If the file is inaudible how much time do we have to get it back to you; how soon will you get it back to us (or would the clock start over)?
- Answer:** The City would expect notification of a totally inaudible file as soon as possible and well within the turn around time. In such case, turn around time would start over once the City has resubmitted the audio file.
- Question:** How often will the files be sent to us? I.e., daily, weekly, hourly?
- Answer:** Services will be requested on an as needed, if needed basis.
- Question:** What times can we expect them to be sent to us?
- Answer:** Services will be requested on an as needed, if needed basis.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126/FAX: (520) 791-4735
ISSUE DATE: Thursday, July 28, 2011
Cherie.Odeski@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 120298
RFP AMENDMENT NO.: One (1)
PAGE 4 Of 4
RFP DUE DATE: Monday, August 08, 2011 @ 4:00 P.M., Local AZ Time
SENIOR CONTRACT OFFICER: CHERIE ODESKI, CPPB

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Question: How many will be sent at a time?

Answer: Services will be requested on an as needed, if needed basis.

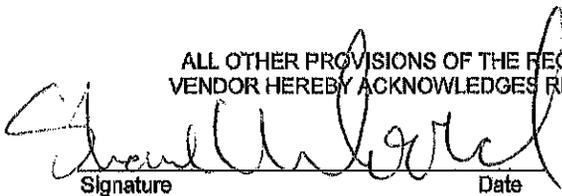
Question: Would you clarify what additional "hardware or software to the City at no charge" might consist of that the Contractor would be expected to cover?

Answer: Offeror shall propose the method by which the firm will accomplish the work described in the Scope of Work.

ITEM THREE – SAMPLE TRANSCRIPT:

A sample transcript is included as Attachment I

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 8/5/11
Signature Date

Shane Mirkovich, COO
Typed Name and Title

Net Transcripts, Inc.

Company Name

425 S. 48th Street, Suite 103

Address

Tempe

City

AZ

State

85281

Zip

INTRODUCTION

The following proposal addresses how Net Transcripts is qualified to provide confidential transcription services to the City of Tucson. However, we would like to bring special attention to the following topics:

Caution Against Offshore Transcription Sources

You will notice in our response that Net Transcripts promotes the fact that our services are provided by professionals who are all located within the United States. Net Transcripts has extensive past experience dealing with offshore transcription companies, as we utilized such sources for our commercial division for many years. However, we terminated the reliance on such sources due to the poor quality and inconsistency of customer service provided by such providers. Our experience has been that such offshore sources typically specialize in medical or financial transcription and cannot handle the language or the specific skills required for the more demanding challenge involved with law enforcement transcription. Professionals from off-shore countries tend to miss the nuances of Americanized English, which often results in surprising errors and, thus the need to perform costly and time consuming corrections to transcripts needed as evidence in the prosecution of crime. Additionally, not all international organizations do not recognize the rule-of-law that American's require. Accordingly, we found there is no way to hold off-shore professionals accountable for their actions. To clarify, all transcription services provided by Net Transcripts are produced by highly qualified American professionals who are resident in our country. How we qualify them is described herein, as requested by the RFP.

Value Added Services

Although not requested herein, we wish to only mention that we offer an automated solution for completing crime reports. Net Transcripts developed this solution specifically for law enforcement agencies that depend upon patrol reports and investigative (detective) reports to be completed 24/7/365 and in a timely manner – usually within 24 hours or less depending upon the incident. As the nation's leading provider of transcription services to law enforcement, Net Transcripts understands that a late transcript can ultimately impede warrants, arrests and the overall criminal justice process. Even though this RFP does not request dictation services for crime and investigation reports, we would like to point out that our transcription service is specifically tailored for serving all facets of law enforcement.

Additionally, Net Transcripts service is very flexible. We can create additional user accounts for other divisions who may want to utilize our services. These accounts would be unique and separate from other accounts to preserve confidentiality within a department. For example, this gives divisions, such as Internal Affairs, access to the benefits of our service without compromising an investigation. We have learned how a combination of transcription process improvements can save officer time, improve data flow, and lower overall Department costs.

Confidential Information

Net Transcripts has marked portions within this response as Confidential and respectfully request that information not be disclosed as public information. Net Transcripts can provide redacted copies upon request.

Certificates of Insurance

Net Transcripts maintains insurance policies in the limits requested by the City. Net Transcripts shall file appropriate certifications with the City upon Notice of Intent to Award.

Hours of Operation

Orders may be entered online at anytime, however Net Transcripts' business hours are Monday – Friday from 8:00 am CT to 6:00 pm CT. Orders placed during these hours will be processed on the day they are received. Orders received after hours will be processed the next business day (interviews only). All dictated officer reports are automatically processed and returned 24/7/365, including nights, weekends and holidays and are not subject to our normal hours of operation.

Holidays Observed: New Year's Day, Memorial Day, July 4th (observed), Labor Day, Thanksgiving and the day following, Christmas Eve, Christmas Day and New Year's Eve.

METHOD OF APPROACH

1. Proposed Workflow

The following describes the method by which Net Transcripts proposes to accomplish providing secure, confidential transcription services to the Tucson Police Department (hereinafter referred to as “the Department”).

a. *Describe the manner in which transcription work will be sent to the Contractor.*

Net Transcripts proposes to provide the Department with Web-based Transcription Services. These services shall be primarily facilitated through Net Transcripts’ proprietary Web-based Order Center, readily accessible at www.NetTranscripts.com. We currently provide transcription services to the Tucson Police Department, on an as-needed basis, in this manner.

Upon award of contract, Net Transcripts shall update and/or create additional user accounts, as required, for the Department. Net Transcripts will provide User IDs and passwords, with which designated individuals can gain confidential access to Net Transcripts’ secure system. Net Transcripts’ Web-based Solution is very flexible. At the Department’s discretion, user accounts can be created for individual investigators or “common” accounts can be shared within a division or field office, for example.

Once logged into their respective account, designated users can then place transcription order requests. “Placing an Order” involves providing Net Transcripts with information about the recording being submitted, such as names of involved parties, case number, and additional notes for the transcriber. Once an order has been entered, digital audio files may be attached and transferred to Net Transcripts for processing.

Net Transcripts prefers, and feels it is in the Department’s best interest, to have all recorded media for interviews, depositions, etc. submitted electronically via Net Transcripts’ encrypted Web-based Order Center. Electronic communication is faster, saves shipping expenses and reduces the time, risks and cost involved in copying and transporting physical media.

b. *Identify the format(s) in which media to be transcribed may be sent to the Contractor.*

Net Transcripts accepts a variety of audio formats, including the DSS File format generated by Olympus digital recorders. Following are supported audio and video formats:

DIGITAL FILE FORMATS <i>No Conversion Needed</i>	DIGITAL FILE FORMATS <i>Conversion Needed</i>
.wav .mp3 .wma .dss (Olympus) .dvf, .msv (Sony) .ra, .rm (Real Media Player)	Audio CDs (.cda) DVDs Digital Videos (.avi, .wmv, .mpeg) For the Record (.ftr, .trm) Jail Call Players (.xml, .vo7, .vo8) Apple / iPhone (.m4a)
	ANALOG SOURCES <i>Conversion Needed</i>
	Standard & Micro Audio Cassette Standard VHS Video Cassette

Net Transcripts also maintains the capability to process transcription from non-digital media – cassette tapes, micro-cassette tapes, audio CDs, DVDs, etc. Net Transcripts is also capable of transcribing other proprietary file types not listed above. Please contact us if you have a specialty audio file. Although Net Transcripts maintains this capability, it is offered as a value added service for a nominal fee and as a convenience to our customers.

Due to the inherent process of transcribing, some audio/video formats must be converted to a standard digital format before it can be transcribed. We recommend that such media must be shipped to Net Transcripts for processing. Given the sensitivity of the nature of the work to be transcribed, Net Transcripts recommends using a secure courier such as USPS Registered Mail, FedEx or UPS.

Shipping Address:
ATTN: Production Dept
Net Transcripts, Inc.
425 S. 48th Street, Suite 103
Tempe, AZ 85281

c. *Identify any hardware and software the City must have to convert media to format(s) accepted.*

Net Transcripts is capable of transcribing Olympus DSS audio file formats as specified and therefore does not require the Department to convert such media. Should the Department need a DVD or cassette tape transcribed, the Department can mail such media to Net Transcripts as described above.

However, should the Department wish to convert their own analog or digital media (such as DVDs or cassette tapes) to a standard digital audio format;

Net Transcripts will provide the Department with the software necessary to do so, at no additional cost to the Department. The Audacity software currently being utilized is capable of converting some of these file types. There are several advantages should the Department choose to convert their own media rather than ship it to Net Transcripts – (1) electronically transferred files are processed more quickly as there is no “conversion delay”; and (2) the Department will save money since they won't incur “conversion fees” or shipping costs.

d. Describe the manner in which the City will specify turn times.

Turnaround times are selected from a drop-down menu at the time the transcription request is being submitted via Net Transcripts' Web-based Order Center. Net Transcripts' systems automatically calculate turnaround deadlines when orders are placed. Net Transcripts' Production Team verifies this deadline and ensures transcribers adhere to assigned deadlines. Transcription jobs are immediately assigned to be typed once an order has been placed and the corresponding audio or video file has been received.

Audio files over 120 minutes in length and unusually large volume fluctuations from customer(s) may delay turnaround. If a delay is going to occur, NT will contact the customer via email or telephone to alert the customer of the delay.

e. Identify the format in which transcriptions will be returned to the City.

Net Transcripts shall return all completed transcripts in the format provided and requested by the Department. All transcripts will be returned as a Microsoft Word (.doc) document formatted to print in black ink on an 8-1/2" x 11" sheet of paper. Please refer to Addendum C – Transcription Format.

f. Identify the manner in which transcriptions will be returned to the City.

Net Transcripts shall make all completed transcripts available for download via our secure, Web-based Order Center. After an order has been completed, Net Transcripts will send an email notification to the Point of Contact identified on the user account(s), alerting them that the transcript has been completed and is now available for download. Completed transcripts will remain available for download ninety (90) days after posting.

Net Transcripts' Online Order Center gives the Department the ability to search through past and pending order requests and offers a centralized solution to managing transcription requests.

Net Transcripts prefers not to email transcripts unless directly requested to do so by the Department. Emails are more vulnerable to interception and could easily get lost, deleted, misdirected or blocked by junk or spam filters and are therefore not the most secure or reliable method of transfer.

g. Identify the volume of work the firm is staffed and equipped to handle at all times.

Net Transcripts has the existing infrastructure and resources available to handle the volume of work anticipated by the Violent Crimes Section (6,400 – 15,000 minutes annually) in a timely and reliable manner. It is our standard practice to complete transcripts within 3-6 hours, 1 day and 3 days. Therefore, we are confident that we will be able to consistently meet the Department's turnaround requirements. Net Transcripts estimates the anticipated work load from the City of Tucson Police Department, Internal Affairs Division to account for 1-2% of our overall transcription volume.

In 2010, Net Transcripts completed 43,000 transcription orders, or approximately 3,500 transcripts per month. This is equivalent to approximately 1,450,000 minutes of recorded audio or 945,000 pages transcribed. Of that, over 27% of the work was processed within 24 hours or less. The average recording was approximately 34 minutes, resulting in an average transcript of 23 pages. This equates to an average of 18,200 pages per week or 78,750 pages per month.

Net Transcripts' maintains a staff of sixteen (16) full-time and two (2) part-time employees that are responsible for coordinating daily operations. This includes management, human resources, accounting, sales, production and quality control departments. Furthermore, we have a team of over 75 transcribers available, located domestically throughout the United States, who are specifically experienced with and dedicated to typing law enforcement and criminal justice transcripts. These individuals have also passed the background screening process as described in the following Confidentiality & Security section. Net Transcripts has the flexibility and scalability to staff as needed to accommodate for fluctuations in order volumes and to continue processing work for all of our customers in a timely manner.

h. If the firm will need to grow in order to meet the City's needs, describe the procedures it will follow to manage the growth. Provide details of how the firm will need to grow such as hiring of new personnel and management, acquisition of additional hardware, etc.

Net Transcripts does not anticipate needing to grow or expand to meet the Department's needs. However, Net Transcripts has experienced, at a minimum, 20% annualized growth, consistently, year-over-year, over the past decade.

Therefore, Net Transcripts is continually recruiting, training and contracting with qualified and experienced individuals looking for the unique opportunity to work with us. Through open and effective communication within the Company, our Human Resources Manager coordinates current demand on a

regular basis with our Production and Quality Control Management teams. Together, they regularly audit the work performance, quality and capacity of our transcription team to ensure adequate staffing and availability. If awarded a contract, Net Transcripts has the current capacity to immediately meet the workload from the Department.

We have the flexibility, economies of scale and resources available to adapt to the variances in workload and still accommodate the rest of our customers as well. To support our capacity to adapt to growth, Net Transcripts has been recognized the past 3 years by INC Magazine (INC5000) as one of America's fastest growing companies and as one of the Top 100 Businesses in the Phoenix area. As evidence of its national acceptance, Net Transcripts has also been featured in leading government publications including Police Chief, Law Enforcement Technology and Government Procurement magazines.

i. *Provide a detailed description of the hardware and software the firm will use to accomplish the work.*

Net Transcripts Minimum Workstation Specifications:

- Windows XP/Vista/7
- Pentium 3 Processor or better
- 1GB RAM or better
- 80GB Hard Drive or better
- Sound card
- Foot pedal controller
- Integrated 10/100 NIC card

Digital Audio Transcription Package:

- Advanced software designed to assist the transcription of audio recordings, controlled using foot pedal and other computer transcriber application features, variable speed wave playback and file management
- Ability to play most audio file formats (including encrypted dictation files)
- Variable speed (constant pitch) playback
- Ability to dock portable recorders (both analog and digital portables) to load recordings
- Compatible with Microsoft Word and major word-processor applications
- Supports wav, mp3, dct (encrypted dictation), ra and rm (RealAudio), sri (Voicelt), dss (Olympus, Lanier and Grundig), au, aif, vox, mp2, vox, compressed wav (including PCM, uLaw, ALaw, ADPCM, CELP, SBC, Windows Media, DSP TrueSpeech, GSM 6.10), msv and dvf files (Sony Recorders) Philips Digital Recorder format, Sanyo Digital Recorder format

- Compatible with Philips, Sanyo, Voicelt, Olympus, Lanier, Grundig, Sony and many other digital dictation recorders
- Loads CD audio directly

Domain/Network Server:

- Windows Server 2003
- Sequel Server 2000
- Xeon Processor
- 2.8G RAM
- 5 mirrored RAID drives
- hot swappable drives
- integrated 10/100/1000 NIC card
- redundant system fans

Uninterruptible Power Supply:

- configured and connected to Domain Server, backup server, digital voice server, and digital telephone switch

Commonly Utilized Software:

- Microsoft Suite: Word, Excel, PowerPoint, Outlook (2003/2010)
- Microsoft Internet Explorer (v. 7.0 or greater); Mozilla Firefox
- Audio/Video Editing Software: Adobe Soundbooth Pro CS4, WavePad Sound Editor, Audacity, ImToo DVD Ripper, CoolEdit, Total Recorder, Windows Media Player
- Adobe Acrobat Reader
- Norton Security Antivirus, Windows Defender, Malware Bytes Anti-Malware

Net Transcripts Proprietary Database:

- Developed on Microsoft .NET framework
- Processes orders
- Schedules work
- Tracks workflow and delivery
- Provides advanced performance reporting features (exportable as Microsoft Excel documents)
- Billing systems

j. Describe the facility(ies) at which work will be performed.

Net Transcripts processes work at our Company Headquarters, located at 425 S. 48th Street, Suite 103, Tempe, Arizona 85281. Net Transcripts also utilizes domestic subcontractors to process transcription; the majority of which are small, woman/minority owned businesses. All incoming transcription work is initially processed and verified by Net Transcripts' Production Team which is located at our Tempe office. The Production Team verifies all transcription requests, process audio/video files into standard file types and schedules

work accordingly. The audio file is then typed by the transcriptionist (subcontractor) at their respective place of work. Upon completion, the transcriptionist (subcontractor) submits the file to Net Transcripts' Quality Control Team, which is located at our Tempe office. Every transcript is verified through Net Transcripts' QC Department before the final copy is delivered to the customer.

All recordings, transcriptions and other documents reside in Net Transcripts' secure, proprietary database, which was specifically designed for the secure transfer of confidential files and information. Transcriptionists' are provided Read-Only copies of digital audio files. These files are encrypted and securely transferred to the transcriptionist via Net Transcripts' Web-based Order Center and are not retained or otherwise saved off-site. No physical media (CD-ROM, DVD-ROM, Flash drive) is ever provided to transcriptionists.

2. Accuracy & Quality Control

a. Accuracy of Transcripts

Net Transcripts guarantees 98.8% error-free transcripts, which meets or exceeds the most rigorous quality standards in the country. Net Transcripts' transcription and quality control specialists are trained to provide verbatim transcription services only. It is Net Transcripts' goal to meet our accuracy guarantee 100% of the time. Regardless, transcription work containing errors identified by the Department may be returned to Net Transcripts for immediate correction. Corrections to all transcripts are made free of charge.

Net Transcripts maintains a Quality Control (QC) Department to ensure adherence to quality specifications. Every transcript is verified through Net Transcripts' QC Department before the final copy is delivered to the customer.

Net Transcripts' QC Specialists are trained to check transcripts for spelling, format and customer specification compliance, and proper use of provided participant names and/or terminology. They track accuracy by applying quality assurance matrices to ensure 98.8% error-free transcription. Net Transcripts shall make reports and/or QC guidelines available upon request.

If a transcript does not appear to meet Net Transcripts' accuracy standards, the QC Department will further investigate the cause of the errors and make corrections as necessary. If the errors and/or unintelligibles are a result of poor quality audio, Net Transcripts will notify the Department accordingly. Inaudible portions of the recording are marked as "(unintelligible)". Words, names, locations, and/or phrases where the spelling or accuracy is questionable will otherwise appear in parentheses.

Furthermore, Net Transcripts maintains "Parts Lists" for some of their customers. Such lists may contain rosters of people who may regularly be

heard on recordings, industry relevant terminology, location names, acronyms, etc.

b. Identification of Errors

Transcription work containing errors identified by the Department may be returned to Net Transcripts for immediate correction. Corrections to all transcripts are made free of charge. Questions or concerns regarding the quality or status of a transcription can be directed to Net Transcripts Production and Quality Control teams via email (general@nettranscripts.com) or by calling us toll-free at 1-800-942-4255 during normal business hours.

c. Employee Training Program

Employee training is essential for Net Transcripts to maintain its unmatched accuracy rate and knowledgeable customer and technical assistance. Employee training is either provided on a one-on-one or group basis, depending on the training topic and scheduling. Training is provided by Net Transcripts' management team at varying levels.

Training topics typically include: hardware operation, software operation, phone operation, customer service techniques, document formatting, grammar and punctuation, web research techniques, and techniques and tools for adherence to special client requirements.

Training initially occurs upon hiring. Additional training occurs when new hardware, software, operating procedures or other policies are introduced. Training occurs to meet the special needs/requirements of individual clients. The Quality Control staff provides daily feedback regarding the quality and accuracy of their work. Individual coaching occurs on an as-needed basis.

3. Security & Confidentiality

a. *Describe the firm's confidentiality policy. Provide a copy of the firm's confidentiality clause.*

All employees and transcriptionists are also bound by a Confidentiality Agreement, which includes Conflict of Interest provisions that were specifically created for the services that Net Transcripts performs. Copies of these agreements are enclosed herewith as Addendum D – Confidentiality Agreements.

b. *Provide a detailed description of the security systems applied to hardware and transmission methods.*

Net Transcripts uses a secure Web site that uses 128-bit encryption for electronic transcription order placement, the uploading of digital audio files and the downloading of completed transcripts.

The electronic transfer of audio files and transcripts are authenticated and encrypted via Secure Sockets Layer (SSL) communications protocol technology. SSL transactions are negotiated by means of a key-based encryption algorithm between the client and the server. This key is usually either 40 or 128 bits in strength. The higher the number of bits the more securely the transaction can be encrypted.

The use of Secure Sockets Layer encryption ensures the safe transfer of client audio files and transcripts. File access requires a specific login and password. Kerberos Authentication for Windows Server 2003 is also used to verify user or host identity.

Chain of Custody Tracking security is secured by a proprietary database that Net Transcripts has developed to track a transcription order from the time an order is placed until the completed transcript is returned to the customer.

Windows Server 2003 provides additional network security, supporting standardized 802.1x protocols, an integrated public key infrastructure (PKI) and password or certificate-based access. Together, these add more security measures to an already secure environment.

Microsoft Public Key Infrastructure (PKI) for Windows Server 2003 provides an integrated public key infrastructure that enables clients to secure and exchange information with enhanced security and easy administration across the Internet, extranets, intranets and other applications.

Network Access Protection is a policy enforcement platform built into the Windows operating system that allows a client's IT professionals to set and update operating system and antivirus parameters. This restricts clients from accessing a network until the client can prove policy compliance.

Net Transcripts' proprietary database and server are hosted in a Tier 3 state-of-the-art data storage facility in Scottsdale, AZ (recognized as a seismically stable region and less prone to natural disasters) which provides multiple levels of data, communications (ISP), and power redundancy as well as 24/7 physical security to monitor access.

Net Transcripts' data and information systems security protocols comply with minimum federal regulations including FIPS 200, Minimum Security Requirements for Federal Information and Information Systems; Homeland Security Presidential Directive 12; Privacy Act of 1974; E-Government Act of 2002; Federal Information Security Management Act of 2002; and Health Insurance Portability and Accountability Act of 1996 (HIPPA).

Net Transcripts utilizes an independent software development company to advise and notify us about software and web protocol updates and developments. We keep up to date with current programming language versions (such as ASP.NET, Adobe Flash) to ensure software compatibility. We also test our Web-based Order Center on various web browsers to ensure proper functionality. Net Transcripts regularly updates our Web-based Order Center and management software to keep current with web development protocol, programming syntax and web security protocols.

Given the general sensitivity of the work we perform, Net Transcripts requires all subcontractors to abide by specific guidelines and requirements that are enforced and monitored by our Human Resources Department. These requirements maintain that subcontractors:

- must be the only administrator of their PC and have a password protected profile to ensure unauthorized persons cannot access their working files;
- must have anti-virus, anti-spyware and anti-malware software on their PC;
- must not retain copies of any documents received or processed as a result of the work they performed;
- must utilize a secure/encrypted wireless network, if they are working in a wireless environment;
- must sign a Contractor Agreement, Confidentiality Contract, Consent for background check, W-9 form, Information form and a fingerprint card;
- must successfully pass national-level criminal background check.

c. *Identify the length of time the firm stores media received for transcription after the transcription has been completed and accepted by the ordering agency. Describe the manner in which media received for transcription is destroyed.*

Once transcripts have been posted to the Department's account(s), they will be available for a ninety (90) day period, upon which they are automatically purged from the online database. The associated audio file(s) are also purged at this time. It is the Department's responsibility to make sure all order requests are retrieved from Net Transcripts. Transcripts are archived for up to three (3) years and may be made available to the Department upon direct request; however, an archive retrieval fee of \$29.00 may be assessed. The Department shall provide written notice to Net Transcripts should the Department require that their transcripts not be archived.

d. *Describe the firm's recruitment standards. Provide a detailed description of the background investigations performed on new hires.*

All employees and transcriptionists undergo a national-level criminal background check. Criminal checks include a nationwide search for public records of felonies and misdemeanor offenses. Each individual is also

checked against the national Sexual Offenders Registry. No person with felony arrests or involvement with misdemeanors of moral turpitude, perjury or false statement issues shall be permitted to be involved in any manner. This background-checking procedure has been accepted by all of the firm's current users.

The company that completes these security checks on behalf of Net Transcripts is SentryLink, 7500 Greenway Center Dr., Greenbelt, MD 20770.

Furthermore, their identities are confirmed by local law enforcement who also finger print each applicant. Fingerprint cards are maintained on file. Their social security number(s) are confirmed and a complete home address history is verified. Address history is used to verify where they have worked and the time frames stated on the applicant's resume.

All employees and transcriptionists are also bound by a Confidentiality Agreement, which includes Conflict of Interest provisions that were specifically created for the services that Net Transcripts performs. Copies of these agreements are enclosed herewith as Addendum D – Confidentiality Agreements.

Net Transcripts contracts with only the most qualified candidates, placing a premium on previous law enforcement and/or legal experience. Only 2 of every 100 applicants are able to pass the firm's rigorous testing requirements for acceptance and placement under contract. The ability to type a minimum of 80 net words per minute is required of all transcribers. They must also demonstrate exceptional accuracy, skill and knowledge of computers, specifically Microsoft Office and transcription software, are also required. There is an initial assessment period before any individual is able to complete client work. Therefore, it is essential that transcribers have an appropriate education, extensive transcription experience and are able to proof documents to be at least 99% accurate.

QUALIFICATIONS & EXPERIENCE

1. *Provide a brief history of the firm.*

Company	Net Transcripts, Inc.
Headquarters:	425 S. 48 th Street, Suite 103 Tempe, AZ 85281
Toll-free:	(800) 942-4255
Phone:	(480) 948-9241
Fax:	(480) 556-9676
Email:	info@nettranscripts.com
Website:	http://www.nettranscripts.com
FEIN#:	36-4224045
DUNS#:	011391154
Cage Code:	52G75

Net Transcripts is a high-volume, verbatim transcription and translation company located in Tempe, Arizona. In business since 1988, Net Transcripts serves hundreds of government agencies nationwide. Our customers include police departments, sheriff's offices, city and district attorneys, public defenders, child protective services, fire departments and other municipal, state and federal government agencies. The scope of work we process includes patrol and case report narratives, interviews, interrogations, witness and victim statements, child interviews, 911 and dispatch communications and more.

Net Transcripts is a Small Business Enterprise (SBE), wholly owned by the Company's Chief Executive Officer, Gary Nudd. We do not have any existing debt, Small Business loans, Venture Capital or other forms of debt which would give another individual or entity an ownership claim in the Company. Net Transcripts does not anticipate making any divestitures, acquisitions, mergers, buyouts or takeovers in the near future that could otherwise, interrupt or adversely affect the quality and availability of our services. Financial information can be made available upon request.

Net Transcripts has been recognized by INC Magazine as one of America's fastest growing small companies for 2010 and one of Phoenix's Top 100 Companies. This is the third consecutive year that Net Transcripts has qualified for this award and been included in the INC5000 listing. Net Transcripts is the only transcription company to have achieved this annual award.

It is our goal to provide government agencies with a secure, cost efficient alternative for completing the transcription of highly sensitive, confidential information. We realize this is a critical task that many agencies rely upon but often struggle with having processed by in-house personnel. At Net Transcripts,

we strive to provide a secure, user-friendly service and to reliably and accurately process large volumes of transcription at significantly less cost. As such, our customers have experienced the proven and significant savings of time, money and personnel resources when utilizing Net Transcripts' services.

3. Describe the firm's experience with work similar to that described in the Scope of Work, specifically transcription work for law enforcement.

Net Transcripts is the nation's leading provider of criminal justice and law enforcement transcription services. We specialize in the transcription of investigative and narrative audio recordings from law enforcement and other government agencies. We do not process medical transcription, insurance transcription, etc. As such, our transcriptionists are highly experienced and skilled in the specific nuances, terminology and procedures associated with this often challenging type of transcription. In its 23 year history, the Company has never had a breach of security or been the recipient of a legal complaint or other legal action.

Net Transcripts primarily utilizes its proprietary, online database to process all transcription requests. This interface allows users to electronically transfer digital audio recordings, including .dss files, to Net Transcripts for processing. Secure Sockets Layer (SSL) technology encrypts and protects all data transferred and stored on this database. Net Transcripts also maintains a password protected File Transfer Protocol (FTP) site for the digital transfer of large (>250MB) digital files and also owns a Dictaphone dial-in, dictation system.

Net Transcripts also maintains the ability to process transcription from non-digital media as well (cassette tapes, audio CDs, DVDs, etc). Non-digital media must be mailed to Net Transcripts, which should be sent via a secure courier. Please

refer to Section 1(b) for a complete list of the wide variety of both digital and analog audio and video sources Net Transcripts can process

Upon receipt of audio, Net Transcripts has an extensive team of professionally trained and dedicated verbatim transcribers who process all English-spoken transcription requests. The transcription team utilizes professional digital transcription software, which includes foot pedal control, variable speed playback, multi-channel control, sound enhancement and more. This software supports a wide variety of digital audio files. Net Transcripts utilizes highly experienced transcribers, proofers and quality control staff to complete all work. We do not employ the use of voice recognition, which we consider insufficient for processing audio containing multiple speakers and/or audio which is of poor quality recording. All completed transcripts are reviewed by Net Transcripts' Quality Control Department to ensure 98.8% accuracy before they are delivered to the customer. It is Net Transcripts' standard practice to deliver completed transcripts, by downloading them via Net Transcripts' secure, Web-based interface.

Net Transcripts serves hundreds of criminal justice, law enforcement and government agencies nationwide. We have been providing transcription services to the Tucson Police Department since 2006. Additionally, in our home state of Arizona, we are currently providing services to most major agencies, which includes Maricopa County Sheriff's Office, Maricopa County Attorney's Office, Scottsdale Police Department, Gilbert Police Department, Chandler Police Department, Tempe Police Department, Peoria Police Department, Goodyear Police Department and Arizona Department of Public Safety (DPS) -- just to name a few. Net Transcripts has served over 100 agency accounts in California alone, which include a majority of the District Attorney's Offices, including Shasta, Alameda, Butte, Contra Costa, Lassen, Modoc, and San Diego Counties; and also major Police Departments such as Sacramento, Riverside, Fresno and Bakersfield. We have also provided transcription services to the California Department of Fire and Forestry Services (CalFire) and the Los Angeles County Fire Department. We provide transcription and translation services to many other agencies across the southwest -- Metropolitan Las Vegas Police Department, Santa Fe Police Department, Austin Police Department, and Denver Police Department.

Net Transcripts also provides transcription services to many agencies throughout the southeast. Some of these agencies include, Mobile County District Attorney's Office (AL), over a dozen Judicial Circuit District Attorney's Offices and local Law Enforcement agencies throughout Georgia, Cape Coral Police Dept (FL), Hollywood Police Dept (FL), Florida Office of Inspector General and many others. Net Transcripts serves many clients throughout the northeast as well, including agencies in Connecticut, Maryland, New Jersey, Pennsylvania and Virginia.

4. ***Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract, specifically transcription work for law***

Please note that all references are hereby marked **CONFIDENTIAL** and we respectfully request this portion of our response not be disclosed as public information.

5. Describe the experience of all key personnel with work similar to that described in the Scope of Work. Specifically address law enforcement experience.

Net Transcripts' personnel are dedicated to providing confidential transcription services to law enforcement and other government agencies. As such, all of our key personnel are very familiar with the terminology, nuances and general psychology of the industry. Management staff interacts with a variety of different levels of Command Staff from law enforcement agencies as well as with prosecuting attorneys. Our Production, Quality Control and Sales/Support staff communicate with law enforcement customers regularly regarding issues that might arise as a result of the nature of the recording environment, officer's equipment, etc.

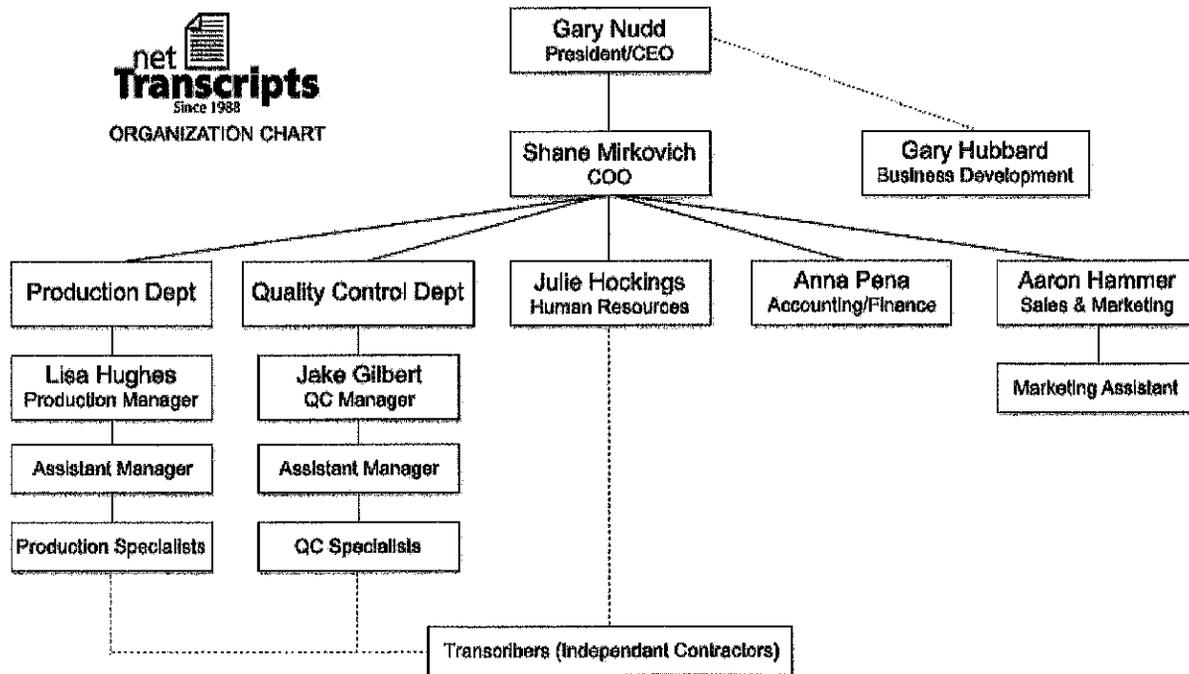
Net Transcripts' staff has significant experience transcribing recordings for other municipal, state and federal law enforcement agencies – it's our area of specialty. We anticipate the scope of work to be similar in nature to what we have received from these agencies, which typically include a vocabulary of words and acronyms unique to law enforcement and requires the accurate identification of different speakers. It is common for these recordings to be conducted in uncontrolled environments, over the phone, with a body wire, with uncooperative subjects or under other circumstances that may make the resulting audio file more difficult to understand than a conventional, controlled recording.

Furthermore, Net Transcripts contracts with only the most qualified transcription candidates, placing a premium on previous law enforcement and/or legal experience. Only 2 of every 100 applicants are able to pass the firm's rigorous testing requirements for acceptance and placement under contract. The ability to type a minimum of 80 net words per minute is required of all transcribers. They

must also demonstrate exceptional accuracy, skill and knowledge of computers, specifically Microsoft Office and transcription software, are also required. There is an initial assessment period before any individual is able to complete client work. Therefore, it is essential that transcribers have an appropriate education, extensive transcription experience and are able to proof documents to be at least 99% accurate.

6. **Describe the supervisory structure of the personnel who will perform services under this contract.**

Please find Net Transcript's Organization Chart below. This chart visually depicts the supervisory structure for the personnel who will be performing services under this contract.



7. **If the firm offers transcription services in languages other than English, identify those languages.**

Net Transcripts offers two (2) different service levels for providing transcripts from an audio recording spoken in Spanish. They are as follows:

Spanish to English Interpretation

The Spanish to English Interpretation services will produce a document written in English only; and does not include a written Spanish transcript. The resulting document will be a written translation of the originally spoken recording.

Turnaround time for transcribing Spanish audio is three (3) business days.

Turnaround begins when Net Transcripts receives an order and the associated

audio in a standard digital format. A minimum charge for 15 minutes of audio applies to all Spanish Interpretation. Prices for Spanish Interpretation have been included on the Price Page, enclosed herewith.

Spanish Transcription/Translation

Translation can only occur from a document. If Net Transcripts is provided an audio source only, it must first be transcribed before translation can begin. Therefore, the resulting document will contain both a written Spanish transcription and the resulting English translation. Turnaround time for transcribing Spanish audio is three (3) business days, not including translation. Translation requires a high level of skill and is very exacting. For these reasons, Net Transcripts does not guarantee turnaround times for translations. However, we can provide you a turnaround estimate once we have the audio file. As a rule of thumb, if Net Transcripts is provided with a 60 minute audio file, once transcription is complete, it will take approximately five (5) business days to complete the translation. A minimum charge for 15 minutes of audio applies to all Spanish Translation. Prices for Spanish Transcription/Translation have been included on the Price Page, enclosed herewith.

Other Foreign Languages Translated

Net Transcripts provides transcription of many foreign languages and can also translate foreign language documents into English. Most commonly available are: Bosnian, Cantonese (Traditional Chinese), Dutch, French, German, Greek, Hmong, Iraqi Arabic, Italian, Japanese, Korean, Mandarin (Simplified Chinese), Portuguese, Russian, Serbian, Swedish, and Thai. NT can also source most other languages. Pricing and turnaround quotes for these language services are available upon request.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THIS IS DETECTIVE CARROLL, 3578. CASE 1106150512.

Q: Detective Foust, payroll?

A: 32473.

Q: And also here with, uh, Sergeant Hawke.

Q1: 43583.

Q: And we're gonna do a, uh, gun check. Uh, is this a spare or your...

A: That's my one and only.

Q: One and only? Okay. And we got 14 in the magazine. And one in the chamber. Serial # Frank, Charles, Frank, 436, all, uh, rounds accounted for. Do you carry any other, uh, weapons systems or magazines today?

A: No.

I have reviewed and verified that this is an accurate transcription of the original interview. Signature:

Detective Carroll

Transcribed by: Net Transcripts, Inc., 6/24/11 - 1:59 pm CT

EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into between Net Transcripts, Inc. ("Company") and _____ (Employee").

WHEREAS, as the result of employment duties, Employee has and/or will gain knowledge of information not made available to the public by the Company and which Company wishes to keep private and confidential; and

WHEREAS, maintaining the privacy and confidentiality of that information is a condition of Employee's employment by the Company.

NOW, THEREFORE, the parties agree as follows:

1. INFORMATION. "Information" as used herein shall mean:
 - (a) The identity of Company's customers, and the business, financial and other arrangements between Company and those customers;
 - (b) The processes, payment terms, pricing and other business practices of Company;
 - (c) Company financial information;
 - (d) Company business plans and methods;
 - (e) Company proprietary use of technology;
 - (f) Company Transcription Specifications;
 - (g) Employee Handbooks and other training, educational and administrative manuals of Company;
 - (h) The identity of Company's contractors, vendors and customer prospects; and
 - (i) Information contained on video and audio materials provided to the Company by its customers.

2. ACKNOWLEDGEMENT. Employee acknowledges that the Information is not made available to the public by the Company, is the property of the Company, its customers or its customers clients, and it is of such character that, if divulged, could seriously prejudice the Company's interests. Employee acknowledges that non-disclosure of the Information is necessary to protect the interests of the Company.

3. NON-DISCLOSURE. Employee agrees that any knowledge of the Information gained as the result of employment by the Company will be in confidence and that Employee will keep the same secret and will not divulge any of the Information to any third party, either during employment or after termination of Employee's employment by the Company, except

with Company's express written consent or as required in connection with Employee's duties on behalf of the Company or by subpoena or court order.

Employee agrees to:

- (a) Protect and preserve the confidentiality and privacy of all Information;
- (b) Not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Information to any third party for any purpose, except as expressly permitted in writing by Company;
- (c) Not use any Information for Employee's own benefit;
- (d) Not use, or make any record or copies of, the Information except as required in connection with employment duties;
- (e) Not remove Information from Company premises, except as may be required in connection with employment duties;
- (f) Return (or, at Company's request, destroy) all Information and any copies thereof (in whatever form) (i) as soon as it is no longer needed or (ii) immediately upon Company's request, and certify to Company in writing that this has been done;
- (g) Notify Company immediately of any actual, potential, threatened or attempted access to, loss, misplacement or unauthorized use or disclosure of Information, in whatever form; and
- (h) Comply with such security procedures as may be prescribed by Company for protection of the Information from time to time; and
- (i) Not copy or transmit Company's Transcription Specifications or Employee Handbook(s). When updates are distributed, Employee agrees to comply with instructions regarding disposal of replaced materials and addition of new materials

Employee acknowledges being advised that the disclosure of some Information may be a violation of law. Some of the laws which protect Information include the Gramm-Leach-Bliley Act; Health Insurance Portability and Accountability Act; Fair Credit Reporting Act; consumer protection laws; and laws relating to disclosure of non-public personal financial information. Employee agrees to comply with those laws.

4. RETURN OF INFORMATION. Upon the termination of Employee's employment with the Company, or at any other time that Company may so request, Employee agrees to deliver promptly to Company all memoranda, notes, records, reports, manuals, computer disks, and any other documents or property belonging to Company, including all copies of such materials which Employee may then possess or have control of. Employee acknowledges that the prompt and complete return of these items to Company is necessary to protect the Information of Company.

5. NON-INTERFERENCE. Employee agrees that while Employee is employed by the Company and after that employment terminates (for any reason), not to directly or indirectly, (a) induce, attempt to induce, or assist any other person in inducing or attempting to induce any employee, consultant, contractor, sales representative, distributor or supplier of the Company to discontinue, modify or diminish (whether for consideration or otherwise) its relationship with the Company; or (b) disturb, entice or persuade any person or entity who is a customer of the Company to discontinue, modify or diminish its relationship with the Company.

6. REMEDIES. Employee recognizes that irreparable injury will result to Company in the event of a breach of this Agreement. In the event of a breach or threatened breach of this Agreement, Company shall, in addition to any other remedies or damages available to it, be entitled to an injunction to restrain violation thereof by Employee, and for award of reasonable attorneys fees and expenses in connection with any litigation relating to this Agreement.

7. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement.

NET TRANSCRIPTS, INC.

By: _____
An Authorized Representative

Dated: _____

Dated: _____

****EMPLOYEE****

****COMPANY****

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into by and between Net Transcripts, Inc., a Wisconsin corporation, hereinafter referred to as "Company: and _____ hereinafter referred to as "Contractor".

WHEREAS, the business of Company includes providing video and audio transcriptions; and

WHEREAS, as the result of Contractor's performance of engagements for Company, Contractor will gain knowledge of the following information ("Information"): (1) material contained on video and audio materials provided by Company to Contractor; (2) the identity of Company's clients, and the business, financial and other arrangements between Company and those clients; (3) the identity of customers of Company clients, and their need for services of the type provided by Company and/or Contractor; (4) the processes, payment terms, pricing, and other business practices of Company; and (5) Company's Transcription Specifications; and

WHEREAS, Information is not available to the public from Company and maintaining the privacy and agreeing not to disclose Information is a condition of Contractor's engagement by Company.

NOW, THEREFORE, in consideration of Company's engagement of Contractor and/or the continuation of that engagement, the parties agree as follows:

A. Contractor agrees that any knowledge of Information gained as the result of an engagement between Contractor and Company will be in confidence and Contractor will keep the same secret and shall not divulge any Information to anyone, either during the engagement or after termination of the engagement, except with Company's written consent, as required in connection with Contractor's duties on behalf of Company, or by subpoena or court order. Contractor acknowledges that non-disclosure of Information is necessary to protect the interests of Company, its clients, and the customers of those clients.

B. In order to protect the confidentiality of Information of Company and its clients and customers, Contractor agrees to install and abide by the security software and procedures specified in Company's Transcription Specifications, including revisions of those Specifications which may be published from time to time.

C. Company's Transcription Specifications will be held in strict and complete confidence, and those Specifications are the property of Company. No photocopies or electronic copies will be made or transmitted for any reason. When updates and revisions are distributed, Contractor agrees to comply with instructions regarding the disposal of obsolete materials and addition of such updates and revisions. Upon request, Contractor shall promptly return all copies of Transcription Specifications and related materials.

D. Contractor recognizes that irreparable injury will result in the event of a breach of this Agreement by Contractor. In the event of a breach of this Agreement by Contractor, Company shall, in addition to any other remedies or damages available to it, be entitled to an injunction to restrain violation hereof by Contractor. The parties agree that the law of the State in which Company has its principal place of business shall apply to any dispute arising hereunder, and that venue for any proceeding relating to or arising out of this Agreement shall be the county of the State in which Company has its principal place of business. Contractor acknowledges that the restrictions imposed by this Agreement are reasonably necessary for protection of Company and that Contractor's experience and capabilities are such that enforcement of this Agreement will not prevent Contractor from earning a livelihood.

IN WITNESS WHEREOF the parties have executed this Agreement.

NET TRANSCRIPTS, INC.

Contractor's Signature

By: _____
Shane Mirkovich, VP-Operations

Print Contractor's Name

Dated: March 23, 2011

Dated: March 23, 2011

ADDENDUM TO CONFIDENTIALITY AGREEMENT

THIS ADDENDUM to Confidentiality Agreement is entered to between Net Transcripts, Inc. ("Company") and _____ ("Contractor").

WHEREAS, Contractor provides transcription services to Company, and Contractor and Company are parties to a Confidentiality Agreement; and

WHEREAS, the materials provided by Company to Contractor contain Information ("Information" as defined in the Confidentiality Agreement) which is to be kept private and confidential pursuant to the parties Confidentiality Agreement; and

WHEREAS, the purpose of this document is to supplement the parties agreements with respect to maintaining the confidentiality and privacy of such Information.

NOW, THEREFORE, in consideration of the Company's engagement of Contractor and/or the continuation of that engagement, the parties agree as follows:

1. Contractor agrees to:
 - A. Protect and preserve the confidentiality and privacy of all Information;
 - B. Not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Information to any third party for any purpose, except as expressly permitted in writing by Company;
 - C. Not use, or make any record or copies of, the Information, except as specifically needed in order to provide transcription services;
 - D. Return (or, at Company's request, destroy) all Information and any copies thereof (in whatever form) (i) as soon as it is no longer needed or (ii) immediately upon Company's request, and certify to Company in writing that this has been done;
 - E. Notify Company immediately of any actual, potential, threatened or attempted access to, loss, misplacement or unauthorized use or disclosure of Information, in whatever form; and
 - F. Comply with such security procedures as may be prescribed by Company for protection of the Information from time to time.

2. Contractor acknowledges being advised that the disclosure of some Information is a violation of law and may subject the party making disclosure to fine and/or imprisonment. Some of the laws which protect Information include the Gramm-Leach-Bliley Act,; Health Insurance Portability and Accountability Act; Fair Credit Reporting Act;

consumer protection laws; and laws relating to disclosure of non-public personal financial information. Contractor agrees to comply with those laws by not disclosing Information.

3. Contractor shall be responsible for the security of all Information stored on Contractor's computer system, and for taking appropriate steps to protect against unauthorized access to Information while it is stored on or being transmitted to or from Contractor's computer system.

4. Contractor agrees to indemnify and hold Company harmless from any and all claims, liabilities and damages, including reasonable attorney's fees, arising out of the release of Information as the result of error, omission or intentional act of Contractor.

5. Contractor shall not accept any engagement from the Company if Contractor has a "Conflict of Interest". A Conflict of Interest shall arise if: (i) Contractor is acquainted with any party participating in, or being discussed on, any audio or video material to be transcribed; (ii) Contractor is familiar with or resides in or near a community in which events described in the materials occurred; (iii) Contractor has a financial interest in a company, asset or event referred to or described in materials to be transcribed; (iv) Contractor's friends or relatives are acquainted or familiar with, or have a financial interest in, people, companies, assts, events or communities participating in, described on or referred to in the materials to be transcribed; or (v) any other circumstances exist which would make it difficult for Contractor to maintain and protect the confidentiality of Information. Upon discovery of a Conflict of Interest, Contractor shall promptly stop work and return materials to be transcribed to the Company.

6. This Addendum to Confidentiality Agreement supplements the terms and provisions of the Confidentiality Agreement between the parties, and the terms and provisions of the Confidentiality Agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum.

NET TRANSCRIPTS, INC.

Contractor's Signature

By: _____
Shane Mirkovich, VP-Operations

Print Contractor's Name

Dated: _____

Dated: _____

CONTRACTOR

COMPANY

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4139
ISSUE DATE: JULY 18, 2014

CONTRACT NO.: 120298-01
CONTRACT AMENDMENT NO.: FOUR (1)
PAGE 1 of 1
JM

CONTRACT OFFICER: JAMES GASTON

THIS CONTRACT IS AMENDED AS FOLLOWS:

TRANSCRIPTION SERVICES FOR TUCSON POLICE DEPARTMENT

1. Pursuant to Contract No. 120298-01, Special Terms and Conditions, Section 3, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of October 6, 2014 through October 5, 2015.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

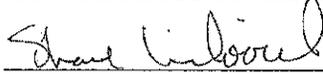
3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.



Signature

07/21/2014
Date

Shane Mirkovich

Typed Name and Title

Net Transcripts, Inc.

Company Name

425 S 48th St Suite 101

Address

shane@nettranscripts.com

Email Address

Tempe, AZ 85281

City

State

Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 22nd DAY

OF July, 2014, AT TUCSON, ARIZONA.



as Director of Procurement and not personally