

SERIAL 05149 S LAW ENFORCEMENT TRANSCRIPTION SERVICES–MCSO

DATE OF LAST REVISION: June 19, 2008 CONTRACT END DATE: October 31, 2011

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2008~~ 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LAW ENFORCEMENT TRANSCRIPTION SERVICES–MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 13, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
 Amie Bristol, MCSO

SPECIFICATIONS ON INVITATION FOR BID FOR: **LAW ENFORCEMENT TRANSCRIPTION SERVICES - MCSO (NIGP 96172)**

1.0 **INTENT:**

The intent of this solicitation is to identify qualified providers of law enforcement transcription services, and translation services, as defined in the technical specifications, to provide services to Maricopa County Sheriff's Office (MCSO) on an as needed basis.

2.0 **TECHNICAL SPECIFICATIONS:**

Background

Maricopa County Sheriff's Office is required to transcribe interview related audio tapes and other materials and produce them to the defendant during disclosure based on Rule 15 of the Rules of Criminal Procedure. Rule 15's greatest impact was in the area of In-Custody Cases. In general law enforcement must now have entire reports completed within 30 days of the suspect's arraignment.

The Contractor shall provide highly trained and experienced law enforcement transcription personnel and materials necessary to transcribe and furnish completed documents as follows:

2.1 The Contractor shall guarantee that all work shall be performed in a businesslike manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, adhering to accepted rules of spelling and punctuation, shall result in a demand for reproduction of the transcript at no additional expense to MCSO.

2.1.1 The Contractor shall, at all times, guarantee transcription turnaround times, depending upon the needs of MCSO, and maintain as many qualified transcriptionists as necessary to promptly complete and furnish the finalized product.

2.1.2 The Contractor shall transcribe everything spoken on the audio file and guarantee 98% accuracy.

2.1.3 Transcripts shall be provided using the format described in 2.2, at a per-minute rate.

2.2 **FORMAT**

The Contractor shall provide transcripts in the following format:

2.2.1 All transcripts shall be "typed in black ink", formatted to "fit" on 8 1/2" X 11" size paper.

2.2.2 The title page of the transcript shall set forth the date and time of the interview, the name of the witness being interviewed and all other parties identified as being a part of the process.

2.2.3 All pages of the transcript shall be numbered consecutively

2.2.4 The transcript shall meet the following specifications:

2.2.4.1 Type size shall be Times font 12 point

2.2.4.2 Single sided, space and a half for each line

2.3 **TURNAROUND DEFINITIONS**

2.3.1 **Same day:** not to exceed 60 minutes, priced per minute of audio, returned the same day provided to the contractor.

2.3.2 **Next day:** Up to 4 hours of audio, price per minute of audio, returned 24 hours from receipt of the complete audio and order

2.3.3 **Three day:** Up to 8 hours of audio, price per minute of audio, returned 72 hours from receipt of complete audio and order

- 2.3.4 When a transcript is designated “Same day”, “Next Day”, or “Three day”, such a designation indicates that MCSO requires delivery of the transcript within the time prescribed in this agreement. The only exceptions to these time requirements are in association with foreign language transcription. Foreign language (language(s) other than English) transcriptions shall normally be returned with 5-7 days from receipt of the complete audio and order.

2.4 DELIVERY METHODS

- 2.4.1 MCSO shall be able to submit audio in a variety of formats. These formats include analog tapes, digital audio or audio derived from VHS tapes. The approved contractor shall be able to transcribe/work from or within all formats.
- 2.4.2 MCSO shall also have several methods to submit work related orders, either in person, by mail or in digital format further described below.
- 2.4.3 When MCSO submits digital audio, via the internet, the contractor shall provide a secure web based file transfer protocol (FTP) using secure sockets layer (SSL) technology. This is crucial to protect sensitive law enforcement information.
- 2.4.4 Conversely MCSO shall be able to retrieve the completed transcriptions via the same method as described in 2.4.2 & 2.4.3.
- 2.4.5 ***Providers place of business shall be physically located in the Phoenix, Arizona metropolitan area.***

2.5 FOREIGN LANGUAGE

- 2.5.1 The contractor shall be able to process transcription related needs as it relates to “foreign languages” (other than English). The most common “foreign language” encountered is Spanish.
- 2.5.2 ***For court related purposes, the audio file submitted shall be transcribed in its original language first and then translated/transcribed to English thereafter.***
- 2.5.3 The approved contractor shall have the capability of completing MCSO related orders covering a variety of “foreign languages”, most commonly Spanish.
- 2.5.4 MCSO understands this process will obviously take longer than described in the turnaround definitions described in section 2.3.
- 2.5.5 The contractor, upon notification by MCSO, of a need to translate and transcribe any given language (other than English), shall provide a written quotation, inclusive of all costs, and anticipated turnaround, to MCSO, which includes all necessary steps to provide transcriptions in full accordance with the provisions of the technical requirements of this solicitation. MCSO shall determine that the pricing offered is fair and reasonable, and advise the contractor to proceed, once that determination has been made.

2.6 SECURITY:

Contractor shall exercise stringent security measures, to protect the integrity of any information provided and/or finished work product. The contractor shall have initiated both fingerprinting and extensive background checks for all personnel, which are required to have access to any information/communications related to transcription services, as defined in this solicitation. The contractor shall have nondisclosure/confidentiality agreements in place for all employees, which may have “contact” with this same information

2.7 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.8 DELIVERY:

It shall be the Contractor's responsibility to meet the County's service delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.2.1 **Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20

10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.6.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.6.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.6.3 Certificates of Insurance.

3.6.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.6.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.6.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, MCSO Procurement Manager, 602-876-3409 a bristol@mcs.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) copy (labeled as “copy”), of the complete bid/response. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

NET TRANSCRIPTS INC., 3295 N DRINKWATER BLVD SUITE 12, SCOTTSDALE, AZ 85251

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING SHEET NIGP CODE 9617201

1.0 PRICING:

ITEM DESCRIPTION

1.1	Transcription, from audio, English language, per minute in full accordance with Technical Specifications	Same Day @	<u>\$1.95/per min.</u>
		Next Day @	<u>\$1.75*1.50/per min</u>
		Three Day @	<u>\$1.45*1.10/per min</u>
		Tape Conversion	<u>\$4.95/per tape</u>

***Pricing structure effective November 01, 2008**

1.2 Contractor agrees to provide detailed written quotations, YES
upon request, to provide transcription from audio, for
languages other than English. The quotation shall be
inclusive of transcription in the "original" language (from
audio),and translation and transcription into English.
-This requirement is MANDATORY- Check Yes or No above
(See Section 2.5)

Terms: NET 30

Vendor Number: W000000809 X

Telephone Number: 480/948-9241

Fax Number: 480/556-9676

Contact Person: Shane Mirkovich

E-mail Address: general@nettranscripts.com

Company Web Site: www.nettranscripts.com

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2008 2011.**