CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID – BEST VALUE (IFB-BV)

OFFER SHEET

SOLICITATION NO: EAD0612

DATE ISSUED: 8/17/15

REQUISITION NO.: 15072100443

COMMODITY CODE: 96172, 96175

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Erin D'Vincent
Senior Buyer Specialist
Phone: (512) 974-3070
E-Mail: erin.dvincent@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Transcription Services

BID DUE PRIOR TO: 9/9/15, 2:00 PM, local time

BID OPENING TIME AND DATE: 9/9/15, 2:15 PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response for Solicitation # EAD0612	Purchasing Office-Response Enclosed for Solicitation # EAD0612
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL PAPER COPY AND 5 ELECTRONIC COPIES OF THE ORIGINAL RESPONSE ON A FLASH DRIVE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	5
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	Transcription Samples	4

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name _____

1. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: _____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	EAD0612
PROJECT NAME:	Transcription Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No	_____	**If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**
Yes	_____	**If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
Company Name	
Name and Title of Authorized Representative (Print or Type)	
Signature	**Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	EAD0612
PROJECT NAME:	Transcription Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract.
Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov, no later than close of business, seven business days before bid due date.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are annual estimates for the first year of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

B. Invoices shall include case numbers, number of completed pages, unit price per page, and extended page.

Invoices shall be mailed, or emailed to the information below:

	City of Austin
Department	Austin Police Department
Attn:	Financial Services
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767
Email Address	apdaccountspayable@austintexas.gov

	City of Austin
Department	EMS Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein
City, State Zip Code	Austin, TX 78721

C. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to

exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

7. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU1010000300000A	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: ALL	

Description of Series ID: Service occupations
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Enjole Armstrong

Enjole.Armstrong@austintexas.gov

(512) 974-5082

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
PURCHASING OFFICE
TRANSCRIPTION & TRANSLATION SERVICES

1.0 PURPOSE

The City of Austin Police Department (APD), Austin Travis County Emergency Medical Services (EMS) and Austin Fire Department (AFD) ("City") seeks responses to this Invitation for Bid- Best Value ("IFB-BV") from vendor's qualified to provide transcription and translation services of audio and video recordings. The successful vendor, hereinafter referred to as "Contractor" is required to meet all specifications listed as minimum requirements. The City reserves the right to allow other City Departments to utilize the Contract as deemed necessary.

2.0 BACKGROUND

APD is required to transcribe audio and video recordings during the course of criminal and internal investigations. Recordings consist of but are not limited to interviews, statements, telephone conversations, walk-throughs, and in-car audio and video footage. Transcriptions are used by APD personnel and related government agencies in preparation for trial proceedings and may be presented in court. The source material may be CD's, DVD's, Digital sound files, digital tape, audio and video tapes, and digital video among others.

EMS is required to transcribe audio during the course of internal investigations pursuant to Civil Service Law. The source material may be CD's, DVD's, Digital sound files, digital tape, audio and video tapes, and digital video among others.

AFD transcription services are used only during an administrative investigation. All interviews with a particular subject or witness are audio recorded and will then be transcribed via files provided by secure internet site or mail.

3.0 CONTRACTOR RESPONSIBLITIES

3.1 Contractor shall provide accurate transcriptions, adhering to accepted rules of spelling and punctuation per the modern language association (MLA).

3.2 Contractor shall furnish all personnel, equipment, materials, and services to adequately fulfill contract requirements.

3.3 Contractor shall use equipment that conforms to current transcription methods and standards.

3.4 Contractor shall guarantee audio/video files are transcribed verbatim (no paraphrasing) including non-verbal communication such as pointing or answering a question with a shrug and background noises such as coughing, laughing, etc.

3.5 Contractor shall guarantee each transcription will be quality controlled and submitted to the City with at least a 98% accuracy rate.

3.6 Contractor shall utilize a secured electronic portal or gateway via the Internet for the City to place and retrieve orders under this Contract.

3.7 Contractor shall ensure secured electronic portal offers the City an ability to track the progress and status of an order as it goes through the process of being transcribed.

Additionally, each individual user shall have the ability to pull up all open and previously transcribed requests when logging into their account.

3.8 Contractor shall ensure transcribed requests are available for download through the electronic portal no longer than ten (10) business days after the transcription has been completed and accepted by the City.

3.9 Contractor shall provide information on file size limitations, if any, of the secured electronic portal in Section 0600 Bid Sheet.

3.10 At times, the City will send and receive orders via a physical exchange of media. Contractor shall state its standard form of acquiring files and/or tapes (i.e., messenger service, etc.) in Section 0600 Bid Sheet.

3.11 Contractor shall hold and maintain throughout the term of this contract any and all licensures and certificates as required in the industry, as required by Texas State Law, or as required for acceptance of such transcripts in a court of law.

3.12 The Contractor shall provide the City with one point of contact for the duration of the contract that has the authority to discuss and change services if necessary under the scope of work.

4.0 CITY RESPONSIBILITES

4.1 The City will upload audio and video files requiring transcription to the Contractor's secured electronic portal or will physically transfer the files from the City's possession to the Contractor by mail via a method agreed upon by the City and Contractor.

4.2 The City will upload audio and video files to the Contractor's secured electronic portal on an as needed basis and will assign a response deadline to each request.

4.3 The City will notify the Contractor within five (5) business days of receipt of completed transcription if corrections are necessary. Notification will be sent through the Contractor's electronic portal.

4.4 The City will request the Contractor provide a written quote for the transcription of a foreign language (other than Spanish). The City will determine if the pricing offered is reasonable and advise the Contractor to proceed once that determination is made. See Section 8.0, Foreign Language Services for additional information.

4.5 The City will provide the Contractor a primary point of contact for the duration of the contract.

5.0 CONTRACTOR MINIMUM QUALIFICATIONS

5.1 Contractor shall have at least three (3) years' experience in law enforcement and public safety transcription services. References shall be listed in Section 0700 – Reference Sheet.

5.2 Contractor shall offer transcription services in languages other than English. Languages shall be listed in Section 0600 – Bid Sheet.

5.3 Contractor shall ensure personnel performing transcription services in a language other than English are currently on record with the American Translators Association (ATA) as certified to translate from English into the target language and vice versa. This certification shall be maintained throughout the term of the contract.

6.0 TRANSCRIPTION FORMAT

6.1 Each APD unit will require a specific format for their transcriptions. The format for each unit will be determined upon contract award.

6.2 Electronic transcriptions shall contain a header and footer measuring a ½'' from the top and a ½'' from the bottom of the paper.

6.3 Contractor shall ensure electronic transcripts will open in Microsoft Word (.doc) or (.docx) file format. Contractor shall maintain modern technology and will be required to update the formats acceptable as deemed necessary by the City throughout the term of the contract.

6.4 Contractor shall provide electronic transcripts formatted to print on one side in black ink and formatted to fit on an 8 ½" x 11" size paper.

6.5 Contractor shall provide electronic transcripts that have each line numbered on the left side of the paper.

6.6 Contractor electronic transcription shall use font size Ariel 12 point and be single spaced with hard returns at Questions (Q) and Answers (A).

6.7 Sample transcription documents in Microsoft Word format, redacted for security and confidentiality are included as Attachment A.

7.0 CONTRACTOR RESPONSE DEADLINES

7.1 The City will assign a response deadline to each transcription request in accordance with the following priority rating scale:

7.1.1 Emergency Request: Audio/Video/Document, English or Spanish returned within 48 (forty-eight) hours after Contractor receipt of uploaded electronic audio/video/document transcription request.

7.1.2 Priority 1: Audio/Video/Document, English or Spanish returned within three (3) business days after Contractor receipt of uploaded electronic audio/video/document transcription request.

7.1.3 Normal Delivery: Any length audio/video/document source material, English or Spanish returned within seven (7) business days from receipt of complete audio/video/document transcription request.

7.1.4 Foreign Language Orders (Other than Spanish): the due date for these types of transcriptions shall be extended by no more than seven (7) business days. See Section 8.0, Foreign Languages, for additional information.

7.1.5 Corrections: Upon receipt of written notification through Contractors secured internet portal of request for corrections and a list of deficiencies, the Contractor shall correct errors and furnish corrected version to the requestor within 24 (twenty-four) hours from receipt of written notice, at no additional charge. Contractor shall upload corrected version to the secured internet portal for retrieval.

8.0 FOREIGN LANGUAGE SERVICES:

8.1 Contractor, upon written request from the City, shall provide a written quotation, inclusive of all costs and anticipated turnaround, to the City within 48 hours of a foreign language (other than Spanish) request.

8.2 Contractor shall be able to process transcription material as it relates to foreign languages. The most common foreign language that will be encountered is Spanish with approximately 40% of all files transcribed will be recorded in Spanish; the additional 10% is comprised of languages other than Spanish.

8.3 Contractor shall agree to assist APD in the location of a vendor to transcribe foreign languages should the Contractor not have the ability to as requested.

8.4 A full list of languages Contractor can currently translate shall be submitted in Section 0600 – Bid Sheet

9.0 VIDEO RECORDINGS

9.1 The City requires transcriptions of video recordings on a routine basis. Approximately 15 – 20% of all files will be video recordings. Videos average 30 minutes, however, some may be significantly longer. Contractor may strip the audio if required for the transcription process. Contractor shall ensure that the resulting stripped audio is of sufficient quality to provide an accurate transcription.

9.2 Transcriptions of videos shall indicate when participants enter or leave the room and shall incorporate non-verbal communication such as pointing or answering a question with a shrug and background noises such as coughing, laughing, etc.

10.0 SECURITY AND CONFIDENTIALITY

10.1 In order to protect the integrity and privacy of the uploaded files, the Contractor shall utilize a secured internet site that utilizes industry standard encryption to store and transmit work product.

10.2 Contractor shall have the ability to provide each individual user of the contract a unique login and password credentials. APD anticipates approximately 35 users that will need access to the electronic portal. The City reserves the right to increase or decrease this number upon request at any time during the contract.

10.3 A brief but thorough explanation of how the Contractor maintains the security of files during transfer shall be provided with bid response. The response shall also address the method proposed for transferring physical files. City will review for adequacy of security measures prior to acceptance and award of contract.

10.4 Contractor shall exercise stringent security measures to protect the integrity of any information provided to the Contractor by the City and/or the finished work product.

10.5 Contractor shall ensure that no electronic files, hard copies of original source materials or completed work product are retained by the company or its employees/subcontractors no longer than ten (10) business days after the transcription has been completed and accepted by the City.

10.6 Contractor and all personnel/subcontractors with access to any information/communications related to the transcription files as defined in this solicitation must consent to fingerprint and a criminal background investigation performed by APD Central Records Division.

10.7 Contractor shall have nondisclosure/confidentiality agreements in place for all employees, who may have contact with any information under this contract.

10.8 Contractor shall maintain Conflict of Interest Statements for all employees and for each transcription the transcriber shall be assigned to perform. Transcribers conducting work for defense attorneys and/or other parties to the cases sent for transcription are ineligible to work on those files.

11.0 MISCELLANEOUS INFORMATION

11.1 Average length of a completed transcription is approximately 10 pages; however this number is dependent on the type of interview.

11.2 The most frequent foreign languages that have been translated are Spanish, Vietnamese, and Cantonese.

12.0 DELIVERABLES AND MILESTONES

Deliverables / Milestones	Description of Contractor's Responsibilities	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Provide City with point of contact for duration of contract	• Provide City with one point of contact for the duration of the contract with the authority to discuss and change services if necessary.	Date of contract execution	City approval	3.12
Provide City with templates of forms for security and confidentiality of work product	• Provide City with one copy of nondisclosure/confidentiality agreement template • Provide City with one copy of conflict of interest statement	Date of contract execution	City approval	10.7 & 10.8