

**CITY OF AUSTIN  
SCOPE OF WORK  
FOR  
COURT REPORTING SERVICES  
INVITATION FOR BID (IFB) NO. 5700-DCM1024**

**1.0 PURPOSE**

The City of Austin seeks bids from qualified contractor(s) to provide court reporting services. There are no minimum quantities available or associated with this Invitation for Bid. Court Reporting Services are on an as-needed-basis and payment will be based upon actual services provided. This scope of work ("SOW") establishes the minimum requirements for these services. The Contractor(s) shall provide products and services as described herein.

This contract will be utilized by the Law Department. The Law Department reserves the right to request additional services that are not specifically defined in this Invitation for Bid. Miscellaneous like services must be approved in advance, in writing, by the Law Department. The Law Department reserves the right to use the primary or back-up contractor for any given deposition, administrative hearing, civil service proceeding or court reporting services to include but not necessarily be limited to official record of testimony in litigation and other matters in anticipation of post-hearing briefs, possible appeals to district court, and/or potential litigation proceedings, as well as providing official records for municipal, state, county or federal employment proceedings.

It is the City's preference to award a primary contract and back-up contract for the court reporting services. The back-up contractor will perform services when the primary contractor is not available. This Invitation for Bid will be awarded to the contractor(s) who submit the lowest responsive responsible bid. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as-a-result of this solicitation and, instead, award the entire contract to a Contractor available through a cooperative purchasing agreement.

**2.0 BACKGROUND:**

The Law Department uses court reporters to preserve an accurate written record of testimony in employment matters in anticipation of post-hearing briefs, possible appeals to district court, and/or potential litigation that might result. The court reporter must meet the qualifications provided by law for official court reporters. The court reporter may use written notes, transcribing equipment, recording equipment, or a combination of those methods to record the proceedings of the court.

**3.0 TERM OF CONTRACT:**

The term of the contract shall be effective as of the date offer is accepted by the City unless otherwise stated "effective date" and remain in effect for an initial term of 36-Months. The Contract may be extended beyond the initial term for up to two (2) additional 12-Month periods at the City's sole option.

**4.0 SCOPE OF WORK:**

**4.1 Contractor Requirements:**

4.1.1 The Court Reporters shall be a certified individual or group of certified court reporters operating as a business.

- 4.1.2 The Court Reporters shall have a minimum of five (5) years' experience in providing court reporting services to include official record of testimony in litigation and other matters in anticipation of post-hearing briefs, possible appeals to district court, and/or potential litigation proceedings, as well as providing official records for municipal, state, county or federal employment proceedings.
- 4.1.3 The Contractor shall not have had any significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain performance requirements, or outstanding financial obligations to the City.
- 4.1.4 The Court Reporters shall be certified by the Court Reporters Certification Board and shall remain certified for the duration of the contract term.
- 4.1.5 The Contractor shall provide the following documents to the Law Department within five (5) days after contract award:
  - 4.1.5.1 Resumes for all proposed Court Reporters assigned to this contract.
  - 4.1.5.2 Copies of the Court Reporters Certification for all Court Reporters.
  - 4.1.5.3 Copies of the current Texas Certification for Machine Shorthand.

#### 4.2 Contractor's Responsibilities:

- 4.2.1 The Contractor shall provide all supplies, equipment, labor, materials, transportation tools, and shipping, required for proper execution of the contract and related court reporting services as described in this Invitation for Bid and proposed in the Pricing Submittal (Revision 2, Revised 9/10/2020).
- 4.2.2 The Contractor shall provide an adequate number of experienced Court Reporters to provide high-quality court reporting services through the term of the contract.
- 4.2.3 The Contractor shall comply with all applicable federal, state and local laws pertaining to the services provided whether statutory, regulatory, or otherwise throughout the term of the contract.
- 4.2.4 The Contractor shall propose costs that are inclusive of all costs as listed in the Pricing Submittal (Revision 2, Revised 9/10/2020).

#### 4.3 Delivery Requirements:

- 4.3.1 Transcripts shall be delivered within 10-Business Days.
- 4.3.2 The Law Department has the option to request the following Rush Services:
  - 4.3.1.1 Daily (1 Day) – A transcript to be prepared and delivered within one business day.
  - 4.3.1.2 Two (2-Days) – A transcript to be prepared and delivered within two (2) business days.
  - 4.3.1.3 Three (3-Days) – A transcript to be prepared and delivered within three (3)

business days.

4.3.1.4 The Contractor shall propose costs for rush services in the Pricing Submittal (Revision 2, Revised 9/10/2020).

#### 4.4 Court Reporter Responsibilities:

- 4.4.1 The Legal Department requires the same Court Reporter be available to transcribe the entire administrative hearing or deposition that include consecutive scheduled days.
- 4.4.2 The Court Reporter shall always maintain a professional courtroom demeanor and appearance. Professional business attire is-required-at-all-times.
- 4.4.3 The Court Reporter shall arrive a minimum of 20-Minutes prior to the start time of the scheduled proceeding, at the designated location, to set up necessary equipment to ensure that the Court's docket commences on time. Court Reporters shall ensure that set-up is complete prior to the start of the proceeding to avoid delaying the court docket.
- 4.4.4 The Court Reporter shall confer with the judicial clerk to verify that their services are no longer required for the day and that they can be released from that day's service.
- 4.4.5 The Court Reporter shall maintain confidentiality and security of all shorthand notes, records, tapes, transcripts, and correspondence.
- 4.4.6 The Court Reporter shall provide a completed transcript no later than the 10<sup>th</sup>-Calendar day after the last day a proceeding is concluded, excluding delivery days are counted from conclusion of the reported proceeding. The delivery due date is the date the complete transcript(s) is received by the Law Department.
- 4.4.7 The Court Reporter shall deliver transcripts to the point of contact identified on the Delivery Order. Place of delivery shall be specified on the Delivery Order.
- 4.4.8 The Court Reporter shall provide transcripts on secured, cloud-based server, CD-ROM, Flash Drives, or other form of electronic media, as agreed upon between the requestor and the Court Reporter.
- 4.4.9 The Court Reporter shall provide an original exhibit index, separately bound, setting forth by party, a summary description of each exhibit number, and a citation to the transcript page on which the exhibit was marked and admitted or reflected.
- 4.4.10 The Court Reporter shall provide exhibits which shall be marked, numbered/lettered and arranged in numerical or alphabetical order.
- 4.4.11 The Court Reporter shall insert a memorandum in the place of the exhibit stating its nature, how marked, numbered or lettered and the reason for its absence, if any exhibit is withdrawn or for any other reason is not filed with the transcript.
- 4.4.12 The Court Reporter shall maintain all exhibits designated as confidential in a sealed envelope.
- 4.4.13 The Court Reporter shall provide the following Exhibits to include but not necessarily be limited to:

- a. Black and White Exhibit Copies
- b. Color Exhibit Copies
- c. Over Size Exhibit Copies
- d. Scanned Documents.

#### 4.5 Schedule:

- 4.5.1 All work completed under this contract and performed by the Contractor will be at the discretion, authorization, and schedule approval of the Law Department.
- 4.5.2 Depositions and Hearings are held Monday through Friday generally between 8:00 a.m. and 5:00 p.m. Other hours may be arranged if agreed upon, in writing, by the Contractor and the Law Department.
- 4.5.3 The day, times and frequency of any depositions or hearings is subject to change.
- 4.5.4 The Contractor shall notify the Law Department, in writing, of confirmation of receipt of the Delivery Order within 48-Hours and confirm the availability of a court reporter for the requested date(s).
- 4.5.5 The Contractor shall provide the Law Department with after-hours telephone numbers and court reporter contact information upon receipt of a Delivery Order. This will enable the Law Department to contact the Court Reporter and/or Contractor if any changes in the event schedule occur.
- 4.5.6 The Contractor shall provide the Law Department with the court reporter's name, e-mail address and cell phone number. If Contractor is unable to provide a court reporter for a proceeding that had previously been scheduled, the Contractor shall be required to notify the Law Department by e-mail, 48-Hours prior to the event.
- 4.5.7 The Contractor shall assign another Court Reporter in the event the assigned Court Reporter is unable to provide services. The Contractor shall notify the Law Department, in writing, within 24-Hours of the assignment.
- 4.5.8 The Contractor shall not charge a cancellation fee to the City if Contractor is notified of the cancellation by the Law Department within twenty-four (24) hours of the proceeding. A cancellation fee may be assessed if notification of the cancellation occurs less than twenty-four (24) hours before the proceeding. If there is a cancellation fee it shall not be in excess of an appearance fee.

#### 5.0 **DESIGNATION OF KEY PERSONNEL**

- 5.1 The Law Department and the Contractor resolve to keep the same key personnel assigned to the contract throughout the term of the contract. In-the-event that it becomes necessary for the Contractor to replace any key personnel, the replacement shall be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the Law Department and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor shall provide the Law Department's Contract Specialist the name of their key personnel within one (1) week of the contract effective date. The Law Department's key personnel are identified as follows:

Title	Name	Phone Number	Email Address
Contractor Contract Manager	TBD	TBD	TBD
COA Law Contract Specialist	Teresa Medina	(512) 974-2268	Teresa.Medina2@austintexas.gov
COA Law Financial Manager	Allan Umana	(512) 974-2268	Allan.Umana@austintexas.gov
City Procurement Specialist	Diana McIntosh	(512) 974-2034	Diana.McIntosh@austintexas.gov

## 5.2 Contract Specialist:

The Contract Specialist identified above will be the main point of contact for the Law Department and will manage the services, operations, and communications. The Law Department will notify the Contractor in writing in the event there is any change in contract administration responsibilities. E-mail communication is preferred, but in the case of emergencies, please contact the Contract Specialist by phone.

## 6.0 **CITY REQUIREMENTS**

6.1 The Law Department will grant prior written approval for any sub-contractor services.

6.2 The Law Department reserves the right to replace a Court Reporter, for failing to perform the assigned duties to the Law Department's satisfaction and request another Court Reporter.

6.3 The Law Department reserves the right to request that the non-performing Court Reporter not be assigned to future City of Austin proceedings.

6.4 The Law Department will issue the Contractor, a delivery order, of the requirements for attendance at a proceeding at least three (3) days before the scheduled session.

6.4.1 The Law Department will provide at a minimum:

- a. The date and time of services;
- b. Location of services;
- c. Description of services requested; and
- d. Law Department's point of contact.

6.4.2 The Law Department will notify the contractor of the Court Reporting schedule at least two (2) weeks in advance, if possible.

## 7.0 **REFERENCES**

The Contractor shall provide three (3) references with the Offer including client name, point of contact, phone number and email address. References shall validate satisfactory service for similar work as described herein and number of years' experience. Please include names, physical address, e-mail address, and telephone numbers for all references.

## 8.0 **INVOICES**

8.1 Invoices shall be emailed to [COALaw.Invoices@austintexas.gov](mailto:COALaw.Invoices@austintexas.gov) on or before the 15<sup>th</sup> of each month for all the services provided in the prior month. Unless otherwise instructed in writing,

the City may rely on the remittance address specified on the Contractor's invoice.

- 8.2 At a minimum, invoices shall be itemized and contain the following information, or they will not be processed and will be returned to the Contractor for correction:
- a. A unique invoice number;
  - b. Invoice date;
  - c. Purchase order or delivery order number;
  - d. Contract number;
  - e. Description of services performed;
  - f. The Contractor's name and remit to address; and
  - g. The Contractor's tax identification number (must exactly match the information in the Contractor's registration with the City.)

9.0 **OMISSIONS**

It is the intent of this IFB to acquire the services described herein. All items and/or services omitted from this document which are necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's Offer.