



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)

SOLICITATION NO: EAD0216

COMMODITY/SERVICE DESCRIPTION: Transcription Services

DATE ISSUED: 6/16/14

REQUISITION NO.: 14050500335

COMMODITY CODE: 96172

BID DUE PRIOR TO: 7/9/14, 2:00 PM, local time

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

BID OPENING TIME AND DATE: 7/9/14, 2:15 PM, local time

Erin D'Vincent
Senior Buyer
Phone: (512) 972-4017
E-Mail: erin.dvincent@austintexas.gov

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:

Street Address for Hand Delivery or Courier Service
City of Austin, Municipal Building
Purchasing Office-Response Enclosed
124 W 8 th Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

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 120 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 AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****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	SPECIFICATION	4
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
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 and return	1

*** 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.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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: _____

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. 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.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	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 _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. 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 Statutes 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: _____

**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, five 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (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 solicit and/or complete the project (not to exceed 120 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
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

	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

- 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:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- 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	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> 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	

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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:

Irene Sanchez

Irene.Sanchez@austintexas.gov

(512) 974-5078

*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
SCOPE OF WORK
TRANSCRIPTION SERVICES

1.0 PURPOSE

This specification describes and establishes the minimum standard for transcription services for the City of Austin Police Department (APD) and Emergency Medical Services (EMS), hereinafter referred to as the "City". The successful bidder, hereinafter referred to as "Contractor" is required to meet all specifications listed as minimum requirements and is required to submit a firm fixed cost for all services under the terms of this solicitation. It is the intention of this specification to acquire complete transcription services. Any services that have been omitted from this specification which are clearly necessary or in conformance with normal transcription service practices shall be considered a requirement although not directly specified or called for in the specification.

2.0 BACKGROUND

The Police Department is required to transcribe audio and video during the course of criminal and internal investigations. The source material may be CD's, DVD's, Digital sound files, digital tape, audio and video tapes, and digital video among others. The City will provide the source material via secured internet site or by mail.

Austin Travis County Emergency Medical Services Department 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. The City will provide the source material via available secured internet site.

3.0 TECHNICAL REQUIREMENTS

3.1 Contractor Requirements

- 3.1.1 Contractor shall guarantee that all work be performed in a manner according to the highest standards of the transcription profession.
- 3.1.2 Contractor shall provide accurate transcription, adhering to accepted rules of spelling and punctuation per modern language association (MLA).
- 3.1.3 Contractor to furnish all personnel, equipment, materials, and service and perform transcription services from digital/electronic media.
- 3.1.4 Contractor personnel shall be experienced in law enforcement transcription and shall have three years' experience transcribing law enforcement transcription requests. References shall be listed in Section 0700 – Reference Sheet.
- 3.1.5 Equipment used to provide transcription services shall conform to current transcription equipment methods and standards.
- 3.1.6 Contractor shall guarantee audio/video files are transcribed verbatim and guarantee 98% accuracy. No corrections of grammar or phrases will be allowed. Contractor acknowledges transcriptions may be required to be presented at court.

- 3.1.7 Contractor shall utilize the Internet to place and receive orders under this Contract. Contractors without this capability are not eligible for award consideration.
- 3.1.8 At times, the City will send and receive orders via a physical exchange of media. Vendor shall state its standard form of acquiring files and/or tapes (i.e., messenger service, etc.). City will review the proposed method of exchange listed in Section 0600 Bid Sheet to ensure files are properly secured during the exchange process.

3.2 Transcript Format

- 3.2.1 Electronic transcription shall contain a header and footer. Header on transcription first page shall have date, time, and names of individuals identified as part of the interview. Footer of first and subsequent pages shall have on left hand side of transcript the case number and centered in middle of page the page number.
- 3.2.2 Contractor shall ensure electronic transcripts will open in Microsoft Word (.doc) file format, Word Perfect, or PDF. Contractor shall keep up with changing technology and will be required to update the formats acceptable as deemed necessary by the City during the term of the contract.
- 3.2.3 Contractor shall provide electronic transcripts formatted to print in black ink and formatted to fit on an 8 ½" x 11" paper.
- 3.2.4 Contractor electronic transcription shall use font size Ariel 12 point and be single spaced with hard returns at Question (Q) and Answers (A).
- 3.2.5 Contractor electronic transcription shall have half inch (1/2) indention after each question or answer.
- 3.2.6 Contractor shall submit an electronic affidavit attesting to the information contained in transcript with all transcripts. A draft affidavit shall be supplied by APD at contract award. Should electronic affidavits not be feasible, hard copies will be required.
- 3.2.7 Contractor electronic transcription last page shall be a perjury acknowledgment signature page.

3.3 Contractor Timelines

3.3.1 Transcription Request:

- 3.3.1a Priority 1: Audio or Video, English or Spanish returned within two (2) business days after Contractor receipt of uploaded electronic audio/video transcription request.
- 3.3.1b Priority 2: Audio or Video, English or Spanish returned within three (3) business days after Contractor receipt of uploaded electronic audio/video transcription request.

- 3.3.1c Normal Delivery: Any length audio or video source material, English or Spanish returned seven (7) calendar days from receipt of complete audio/video and order.
- 3.3.1d Foreign Language Orders (Other than Spanish): the due date for these types of transcriptions shall be extended by no more than seven (7) calendar days. See Section 3.3.2, Foreign Languages, for additional information.
- 3.3.1e Corrections: The City reserves the right to return to the Contractor all completed work for corrections. Upon receipt of written notification of the deficiency, the Contractor shall correct all errors and furnish corrected version to the requestor within 24 (twenty-four) hours from receipt of written notice, at no additional charge.

3.3.2 Foreign Language other than Spanish:

- 3.3.2a Contractor, upon written request from the City, will provide a written quotation, inclusive of all costs and anticipated turnaround, to the City within 48 hours of a foreign language request. The quotation shall be inclusive of providing foreign language transcriptions in full accordance with the provisions of the Technical Requirements. The City will determine if the pricing offered is fair and reasonable, and advise the Contractor to proceed once that determination has been made.
- 3.3.2b Contractor shall be able to process transcription material as it relates to foreign languages. The most common foreign language 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.
- 3.3.2c For court related purposes, the source file submitted shall be transcribed in its original language first and then translated/transcribed to English thereafter.
- 3.3.2d A full list of languages Contractor can currently translate shall be submitted with the bid response.

3.3.3 Video Files

- 3.3.3a The City requires video transcriptions on a routine basis. Approximately 15 – 20% of all recorded files will be video. 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.
- 3.3.3b Price for video conversion if required must be included in bid price.
- 3.3.3c Transcriptions of videos shall indicate when participants enter or leave the room and shall incorporate non-verbal communication used to answer a direct question. (Examples: pointing or answering a question with a shrug).

3.3.4 Security

- 3.3.4a In order to protect the integrity and privacy of the uploaded files, the Contractor shall utilize a secured internet connection for file exchange.
- 3.3.4b 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.
- 3.3.4c 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. The Contractor shall ensure that no electronic files or hard copies of original source materials or completed work product are retained by the company or its employees/subcontractors.
- 3.3.4d The 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.
- 3.3.4e The Contractor shall have nondisclosure/confidentiality agreements in place for all employees, who may have contact with any **information under this contract**.
- 3.3.4f The Contractor shall maintain Conflict of Interest Statements for all employees. Transcribers conducting work for defense attorneys and/or other parties to the cases sent for transcription are ineligible to work on these files.

3.4 City Requirements:

- 3.4.1 The City reserves the right to add or remove departments or divisions as deemed necessary.
- 3.4.2 The Audio/video files requiring transcription will be uploaded to the Contractor's secured website by the Department designee or will be physically transferred from the City's possession to the Contractor via the method disclosed and agreed upon.