

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS902512	OPENING DATE (1:00 p.m.) MAY 5, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. MAC019	BID NOTICE DATE APRIL 12, 2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: CONTRACTOR TO PROVIDE QUALIFIED, PROFESSIONAL STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 7, 8 and 9 and; TO PROVIDE PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS FOR THE STATE OF OHIO. TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>June 1, 2012</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>December 31, 2014</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS , Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): **[Not applicable to "Excepted Products"]**

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 - United States: _____(State) Canada Mexico (Go to B-1)
 - Other: (Specify Country)_____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 - Yes (Go to Section B-1) No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
 - _____ (Item) _____ (Country of Origin)
 - _____ (Item) _____ (Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):



1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 - Yes (Go to C) No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 - Yes (Charter/Registration No.: _____) No
 Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: <http://www.sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)

3. Border state bidder:
 - Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)

4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at: <http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

Any award made as a result of this bid will become a part of contract RS901812

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

MULTIPLE AWARD CONTRACT: This Bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The State's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented proof may be required upon request by the Office of Procurement Services.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's Response. Exceptions will not disqualify a Bidder's Response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible Bidders to provide service for the district(s) designated in their bid response.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded Contract, under a separate Bid.

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, minimum order charge, nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

SUBCONTRACTING PROHIBITED: This amendment supersedes Article V, Part Q of the Standard Terms and Conditions. There shall be no subcontracting of the services specified herein. The company name listed on page 1 of the ITB/Contract shall be the company (through its employees) actually performing the services specified herein. The use of temporary personnel services shall be forbidden unless in an emergency situation in which prior approval has been given by the using agency.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure Attachment A to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies, if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE. The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

USAGE REPORTS: Every three (3) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Patrick Means (Patrick.means@das.state.oh.us).

These reports are in addition to any other reports required by the agency(s).

USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

INSURANCE: The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

1. General Liability Insurance: Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

\$2,000,000 General Aggregate
\$1,000,000 per Occurrence Limit

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this Contract.

- Bidder/Broker ("The Contractor") or their Sub-Contractor will make delivery or be performing services using a vehicle that is owned, leased, or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on State property to make deliveries or to perform services.

By the signature affixed to Page 1 of this Bid, the Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

SECTION 1
SPECIFICATIONS AND REQUIREMENTS
FOR
STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 7-9

I. SCOPE

The purpose for these specifications is to secure the services of qualified, registered stenographers and transcription service providers capable of producing reliable, high quality accurate transcripts of hearings and proceedings conducted by the state of Ohio agencies and authorized members of the State's Cooperative Purchasing Program from June 1, 2012 through December 31, 2014. Reporting Services shall cover adjudicatory hearings, public hearings, judicial hearings, or any other hearings, when requested by the using agency.

While it is impossible to estimate the future annual usage of this Contract by all state agencies and/or authorized political subdivisions in terms of hearings, transcript pages, copies, and or reporter hours, the results of a recent Procurement Services survey indicate that annual usage of this service is approximately \$370,000.00 per year. Recent historic and estimated Fiscal Years 2008 through 2011 annual usage for this service is shown as Bid Exhibit Three. These are best-available figures for all counties and may not comprehensively reflect all of the state agencies or registered Cooperative members' usage for the years listed in Bid Exhibit Three.

All future usage figures are estimates and the actual annual usage may be substantially more or less than the estimates given. The State is not responsible for any deviation between the usage estimates and the actual usages.

II. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

A. Contractor Staffing Qualifications

The Contractor shall meet the following requirements:

1. The Contractor's court reporting staff must maintain a valid Registered Professional Reporters (RPR) certificate and be employed by the Contractor on a full-time basis. Subcontracting is not permitted and may be cause for disqualification.
2. The Contractor must be able to provide a minimum of three (3) qualified, registered professional court reporters on a daily basis, as needed, and capable of providing additional qualified, registered professional court reporters upon a twenty-four (24) hour notification from the agency. There will be occasions in which two or more hearings may be held simultaneously.
3. The Contractor shall presently employ a sufficient staff of qualified, registered professional reporters that will be available for the requesting agency each and every business day (i.e. weekdays excluding state holidays) at such time and place as the agency, or its hearing examiner, shall determine. The Contractor shall make reporters available on a normal notice of three to five business days. The Contractor's reporters must also be available, on occasion, on short notice, possibly as little as one day. Scheduled hearings may be canceled and rescheduled by the agency with advance notice to the Contractor of twenty-four (24) or more hours before the scheduled hearing.

B. Qualified, Registered Court Reporter Requirements

1. "Qualified Court Reporters" shall be defined as an individual with a minimum reporting speed of 225 words per minute, in addition to the above requirements.
2. Registered Professional Reporter: Is defined as an individual holding a valid Registered Professional Reporter (RPR) Certificate from the National Court Reporters Association (NCRA), and a member in good standing with the National Court Reporters Association.
3. The Contractor and its reporting staff shall be licensed notaries public of the state of Ohio.
4. Each individual designated for court reporting duties shall be either a full-time officer or a full-time employee of the Contractor, with a minimum of three (3) years reporting experience.

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C. Verification of Qualifications – As part of the Bid Response, the Bidder shall:

1. Submit three (3) Contractor Business references of clients whom their company has served during the past twelve months. Reference information shall include the client phone number, contact person, and address of the client company to facilitate verification of such references.
2. Submit a list of all the court reporter's names that may be utilized for this Contract.
3. Submit a copy of each court reporter's current RPR certificate and a copy of their current notary public license for each court reporter that may be utilized for this Contract.
4. Submit a statement attesting to the words per minute speed of each court reporter that may be utilized for this Contract.
5. Submit with the Bid Response references documenting at least three (3) years of reporting experience for each employee that may be assigned to this Contract. Reference information shall include company phone number, contact person, and address of the company to facilitate verification of such references.

III. TRANSCRIPT REQUIREMENTS

A. General Requirements – applicable to most all agencies

The following guidelines shall be followed when preparing transcripts:

1. No fewer than twenty-five typed lines on standard eight and one-half inch by eleven inch paper;
2. The use of all caps is prohibited;
3. No fewer than ten characters to the typed inch;
4. Left-hand margin to be set at no more than one and three-quarters of an inch;
5. Right-hand margin to be set at no more than three-eighths of an inch;
6. Each question and answer to begin on a separate line;
7. Each question and answer to begin no more than five (5) spaces from the left-hand margin, with no more than five (5) spaces from the Q and A to the text;
8. Carry-over Q and A lines to begin at the left-hand margin.
9. All hearings or proceedings will only be recorded by the Contractor's own qualified, registered professional reporters by means of mechanical or computerized stenographic or steno-type process. Audio and videotapes of hearings or proceedings will not be acceptable without prior written authorization of the using agency. The use of a "closed microphone" or "steno-mask" system will not be acceptable.
10. The Contractor will, upon the agency request, transcribe any audio tapes obtained by the agency at hearings conducted without a qualified court reporter or contractor, including transcribing tapes from any recording media. Transcript pages of audiotapes are to be charged on a per transcript page basis only, without a reporter hourly charge being included. The transcription of such audiotapes will be prepared and delivered under the terms of preparation and delivery provided in the agency purchase order.

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SPECIFICATIONS AND REQUIREMENTS
FOR
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11. All condensed transcripts (i.e., 4 pages of transcription on one page) must come with a word index which includes all words used in the transcription, with the exception of words such as "and" or "the".
 12. Upon request, the Contractor shall provide the agency with transcripts on compact diskettes (CD's) compatible with Windows or Macintosh and translated into MS Word, PDF file or if not available, ASCII format. Diskettes will be returned to the Contractor.
 13. Upon request, the contractor shall scan hard copy exhibits to an electronic format and copy to a CD.
 14. Upon request, the Contractor shall provide the agency with video conferencing setup and equipment rental.
- B. Special Requirements – as specified by the user agency
1. At the discretion of the ordering agency, the purchase may require specific requirements for the preparation and delivery of the hearing transcripts.
 2. Such special requirements may include, but are not limited to, changes to the General Requirements, establishing a delivery due date, establishing protocols for the handling of exhibits, and transcript format.
 3. Reference Bid Exhibit Four for a sampling of Special Requirements that may be required by user agencies.

C. Transcript Copies

The Contractor should expect payment for the original and up to one copy. Thereafter, the using agency shall have the option of making additional copies of transcripts as required for use by the agency. Additional transcript copies shall also be made available from the Contractor at a per page rate.

D. Document Retention

1. The Contractor will maintain the hearing record notes, stenotype tapes, and other pertinent transcription source documents for a period of not less than five (5) years following the recording of any hearing or proceeding.
2. The Contractor will make transcript source documents available to the agency or its hearing examiner, upon request.

IV. TRANSCRIPT DELIVERY

- A. Transcripts shall be delivered in accordance with the purchase order requirements of the ordering agency.
1. Under the "standard" timeline for delivery, the Contractor shall prepare and deliver a proper transcription of professional quality within fifteen (15) business days following the recording of each hearing or proceeding.
 2. When requested by the ordering agency, the Contractor must provide transcripts on an "expedited" basis within ten (10) working days following the recording of any hearing or proceeding.
 3. When requested by the ordering agency, the Contractor must provide transcripts on an "special delivery" basis within five (5) working days following the recording of any hearing or proceeding.
 4. When requested by the ordering agency, the Contractor must provide transcripts on an "emergency" basis within two (2) working days following the recording of any hearing or proceeding.
 5. Historic and estimated quantity requirements for each of the above transcript delivery schedules are provided as Bid Exhibit Three.

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STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 7-9

B. Performance Agreement

The following Performance Agreement is a part of this Invitation to Bid/Contract. Your signature on the first page of the ITB/Contract signifies your intention to be bound by the terms of this Performance Agreement.

1. If the transcripts are not delivered within the time requirements stated herein the following penalties might be assessed:
 - a. If the transcripts are 1-5 days late there will be a 10% deduction in the cost charged to the agency for the transcripts that were delivered late.
 - b. If transcripts are 6-10 days late there will be a 25% deduction in the cost charged to the agency for the transcripts that were delivered late.
 - c. If transcripts are 11 + days late there will be a 50% deduction in the cost charged to the agency for the transcripts that were delivered late.
2. Continued failures on the Contractor's part to meet a time limit or to maintain adequate quality control, constitutes grounds for termination of this Contract as deemed necessary by the Director, Department of Administrative Services.

V. SUBMISSION OF INVOICES

- A. The Contractor shall invoice the ordering agency via individual invoices for each transcript.
 1. Individual counties may be statutorily responsible for payment pursuant to O.R.C. 5715.36. In such instances, the hearing costs will be certified by the agency to be paid directly to the Contractor by the individual counties.
 2. These invoices will also serve as a transmittal or delivery slip.
 3. As directed by the agency, an original invoice shall be submitted directly to the county for payment.
- B. The invoice shall include the Contractor's Federal Tax Identification Number (TIN) and shall contain an itemization of the number of hearing hours, number of original transcript pages, number of copy transcript pages, date taken, type of service provided, case number, case caption, and the name of the hearing officer.
- C. A proper invoice is defined as being free of defects, discrepancies, errors and other improprieties, and shall include your Federal Tax Identification Number (TIN). Defective invoices shall be returned to the Contractor noting areas for correction. If such notification of defects is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

VI. TRAVEL EXPENSES

Any travel or per diem required by the Contractor to carry out its obligations under the Contract will be at the Contractor's expense. Regardless of the hearing site, mileage or other travel expenses will not be paid by the state of Ohio.

SECTION 1
BID PRICE PAGE

YOUR BID:

To provide qualified, professional court reporting services as stated herein, from June 1, 2012 through December 31, 2014.

NOTE: All hourly charges shall begin at the time proceedings begin.

SERVICE	COST
Charge Per Reporter Hour (1)	\$ Per Hour
Minimum Charge (if any) Per Appearance (2)	\$ Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$ Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$ Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$ Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$ Per Page
Charge Per Transcript Page (From Audio Tapes)	\$ Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$ Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$ Per Page
Video Conferencing Setup And Equipment Rental	\$ Per Hearing

Bidders may include a complete list of services with their Bid Response. This list will be added to the Contract.

(1) An appearance may include multiple hearings.

(2) Contractor must be notified of cancellation of appointments by 5pm the day prior to a scheduled appearance. The State of Ohio will be charged 50% of the appearance fee for an appearance cancelled after 5pm the day prior to an appearance, but no later than 8am on the day of the scheduled appearance, when full appearance fee will be charged.

As a baseline for any future cost increase requests, Bidders shall indicate as a percentage of their total cost what the cost elements are for completion of the work. Sum of percentages must equal one hundred percent.				
Administrative Cost	Labor Cost	Equipment Cost	Supplies Cost	Transportation Cost
%	%	%	%	%

**SECTION 1
BID EXHIBIT ONE**

DECLARATION OF SERVICE AREA

All Bidders must complete Bid Exhibit One and submit it with their Bid Response. Failure to complete this page may deem your Bid not responsive.

Mark with an "X" to indicate which District or County the Bidder can provide the requested service. Bidders may bid on individual or multiple Districts or Counties . Reference Bid Exhibit Two for a map of the Bid Districts and counties located within each Bid District.

Contractors should notify the Office of Procurement Services whenever their service area changes.

	All counties in District 1		All counties in District 5		All counties in District 9
	Defiance		Knox		Brown
	Paulding		Licking		Highland
	Van Wert		Fairfield		Adams
	Putnam		Perry		Ross
	Allen		Coshocton		Pike
	Hancock		Muskingum		Scioto
	Hardin		Guernsey		Jackson
	Wyandot				Lawrence
			All counties in District 6		
	All counties in District 2		Marion		All counties in District 10
	Williams		Union		Hocking
	Fulton		Madison		Vinton
	Henry		Fayette		Gallia
	Lucas		Morrow		Morgan
	Wood		Delaware		Athens
	Ottawa		Franklin		Meigs
	Sandusky		Pickaway		Noble
	Seneca				Washington
			All counties in District 7		Monroe
	All counties in District 3		Mercer		
	Erie		Darke		All counties in District 11
	Huron		Auglaize		Holmes
	Crawford		Shelby		Tuscarawas
	Richland		Miami		Carroll
	Ashland		Montgomery		Harrison
	Lorain		Logan		Belmont
	Medina		Champaign		Jefferson
	Wayne		Clark		Columbiana
	All counties in District 4		All counties in District 8		All counties in District 12
	Summit		Preble		Cuyahoga
	Stark		Butler		Geauga
	Portage		Hamilton		Lake
	Ashtabula		Warren		
	Trumbull		Clermont		
	Mahoning		Greene		
			Clinton		

SECTION 1
BID EXHIBIT TWO



SECTION 1
BID EXHIBIT THREE

SERVICE REQUIREMENT PER YEAR	(Reported) 2008	(Reported) 2009	(Reported) 2010	(Reported) 2011 – 1 st , 2 nd and 3 rd quarters
REPORTER HOURS	2,169	2,467	2,650	2,466
TRANSCRIPTION PAGES	67,152	84,289	152,329	70,273
SCHEDULED HEARINGS	1,523	1,449	1,574	2,156
DOLLARS SPENT	\$392,392	\$385,031	\$371,212	\$335,321
EXPEDITED DELIVERY REQUESTS	3	3	9	12
SPECIAL DELIVERY REQUESTS	24	28	16	29
EMERGENCY DELIVERY REQUESTS	6	15	17	28
ADDITIONAL COPIED PAGES	223	0	90	0
PAGES FROM AUDIO TAPES	1,408	931	1,245	2,703
LATE HEARING CANCELLATIONS	115	57	59	42

These are best-available figures for all counties and may not comprehensively reflect all of the state agencies or registered Cooperative members' usage for the years listed.

SECTION 1
BID EXHIBIT FOUR

EXAMPLES OF AGENCY SPECIAL REQUIREMENTS
FOR TRANSCRIPT PREPARATION AND DELIVERY

Medical Board Hearings: Instructions for Court Reporters

Handling Exhibits

- Place sealed exhibits in a separate envelope and seal it. Mark the front with the case name, case number if any, and designate its contents as "Exhibits Under Seal".
- Place proffered exhibits in a separate envelope and mark the front with case name. Designate its contents as "Proffered Exhibits".
- In the transcript, on the separate introduction pages before the transcript text (after the court reporter lists counsel and witnesses), provide a list of all exhibits admitted and all exhibits proffered. Note which exhibits were placed under seal.
- *Scanned exhibits.* Upon request, the court reporter may be required to scan hearing exhibits.

Transcript

- Text of transcript: 25 numbered lines of transcript per page. *Not* in all caps. The hearing date and Respondent's last name are listed on each page in a header or footer. Any information about the court-reporting firm in a header or footer must be in smaller font and not in bold type.
- Provide, after the cover page and before the transcript text begins: Appearances, List of Exhibits, and List of Witnesses. Note that, if the State's Exhibit 1 consists of "procedural exhibits," it is not necessary to describe each one individually. The Court Reporter may list it as follows: "State's Exhibits 1A through 1X: Procedural Exhibits."
- Provide a Word Index, which must be *separately paginated*. (If the last page of the transcript is 107, the Word Index is not paginated beginning with page 108.)
- Provide a Condensed Transcript or Minuscript (four condensed pages per page), which is *separately paginated*. (In other words, the page containing condensed pages 1 – 4 must be additionally labeled as Page 1; the page containing condensed pages 5 to 8 is labeled Page 2, etc.)
- *Electronic Copy.* Provide electronic copies of the full transcript, condensed transcript, and word index. The electronic copy must be an exact copy of the signed hardcopy provided to us: in other words, if we print out a new copy of the transcript or index from the disk, that printed copy must exactly match the hard copy provided to us. *Provide a .ptx copy as well as a .txt copy.*

Hearings Extending for More than One Day

- Do not number subsequent volumes beginning with page 1. Use the next consecutive number that follows the last page of the preceding volume. (Do not include indexes in determining the page numbers for transcript pages.)
- Provide an electronic copy that includes all volumes in a single file/disk so that a person doing a search does not have to search each volume of transcript separately.
- Provide a single Word Index that includes all the volumes of transcript.
- When a hearing is not completed at the end of the day and there will be further proceedings on a later day, discuss with the parties whether the court reporter will need to bring the exhibits back for the next day of hearing.

Delivery of Transcript

The Court Reporter must deliver a transcript no later than the 10th business day following the hearing unless other arrangements are made at the close of the hearing. If the transcript is sent to the Hearing Unit by a delivery means other than personal/messenger delivery to the Hearing Unit, the Court Reporter must include a cover sheet, provided by the Hearing Unit, notifying the Board's receptionist that the documents enclosed are exhibits that have been admitted into the hearing record and should *not be date-stamped* by the receptionist.

SECTION 1
BID EXHIBIT FOUR (CONTINUED)

EXAMPLES OF AGENCY SPECIAL REQUIREMENTS
FOR TRANSCRIPT PREPARATION AND DELIVERY

Office of the Ohio Public Defender

Agency Comments: Transcripts shall not be in all capital letter format. Transcripts will provide word indexing, and will provide search capability on electronic devices, and also offer the option to order mini-scripts.

OOPD also uses video conferencing and other related charges (hook-up; room rental) for transcription services.

Ohio Ethics Commission

Agency Comments: Transcripts from hearings at the Ethics Commission should be delivered no later than 10 business days after the hearing due to strict timelines for the issuance of the Hearing Examiner's Report and Recommendations.

Office of Budget Management

Agency Comments: Transcripts shall be produced in 12pt type.

Ohio Department of Natural Resources

Agency Comments: The transcript format shall display 24 numbered lines per page in addition to the page number; body of page is boxed at 1.25 inches from left, .75 inches from right, .75 inches from top, and 1.25 inches from bottom; within the boxed page body, left margin incorporates line numbers and is .75 inches, right margin appears to be about .5 inches, top incorporates page numbers and is .5 inches, bottom margin is .25 inches; paragraph indents begin approximately 10 spaces from the left margin.

SECTION 2
SPECIFICATIONS AND REQUIREMENTS
FOR

PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

I. SCOPE

The purpose for these specifications is to secure the services of qualified, registered digital and electronic court reporters and transcribers capable of producing reliable, high quality accurate recordings and transcripts of hearings and proceedings conducted by the state of Ohio agencies and authorized members of the State's Cooperative Purchasing Program from June 1, 2012 through December 31, 2014. Reporting Services shall cover adjudicatory hearings, public hearings, judicial hearings, or any other hearings, when requested by the using agency.

While it is impossible to estimate the future annual usage of this Contract by all state agencies and/or authorized political subdivisions in terms of hearings, transcript pages, copies, and or reporter hours, the results of a recent Procurement Services survey indicate that annual usage of this service is approximately \$11,000.00 per year.

All future usage figures are estimates and the actual annual usage may be substantially more or less than the estimates given. The State is not responsible for any deviation between the usage estimates and the actual usages.

II. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

A. Contractor Staffing Qualifications

The Contractor shall meet the following requirements:

1. The Contractor's court reporting staff must maintain a valid Certified Electronic Reporter and Transcriber (CERT) or a valid Internationally Certified Digital Reporter (ICDR) certificate and be employed by the Contractor on a full-time basis. Subcontracting is not permitted and may be cause for disqualification.
2. The Contractor must be able to provide a minimum of three (3) qualified, registered professional court reporters on a daily basis, as needed, and capable of providing additional qualified, registered professional court reporters upon a twenty-four (24) hour notification from the agency. There will be occasions in which two or more hearings may be held simultaneously.
3. The Contractor shall presently employ a sufficient staff of qualified, registered professional reporters that will be available for the requesting agency each and every business day (i.e. weekdays excluding state holidays) at such time and place as the agency, or its hearing examiner, shall determine. The Contractor shall make reporters available on a normal notice of three to five business days. The Contractor's reporters must also be available, on occasion, on short notice, possibly as little as one day. Scheduled hearings may be canceled and rescheduled by the agency with advance notice to the Contractor of twenty-four (24) or more hours before the scheduled hearing.

B. Qualified, Electronic Court Reporter and Transcriber Requirements

1. Registered Professional Reporter: Is defined as an individual holding a valid Certified Electronic Reporter and Transcriber (CERT) Certificate from the American Association of Electronic Reporters and Transcribers (AAERT)) or Internationally Certified Digital Reporter (ICDR) certificate from the International Alliance of Professional Reporters and Transcribers, and a member in good standing with the American Association of Electronic Reporters and Transcribers. and or International Alliance of Professional Reporters and Transcribers.
2. The Contractor and its reporting staff shall be licensed notaries public of the state of Ohio.
3. Each individual designated for court reporting duties shall be either a full-time officer or a full-time employee of the Contractor, with a minimum of three (3) years reporting experience.

SECTION 2
SPECIFICATIONS AND REQUIREMENTS
FOR
PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

- C. Verification of Qualifications – As part of the Bid Response, the Bidder shall:
1. Submit three (3) Contractor Business references of clients whom their company has served during the past twelve months. Reference information shall include the client phone number, contact person, and address of the client company to facilitate verification of such references.
 2. Submit a list of all the court reporter's names that may be utilized for this Contract.
 3. Submit a copy of each court reporter's current CERT or ICDR certificate and a copy of their current notary public license for each court reporter that may be utilized for this Contract.
 4. Submit a statement attesting to no less than 98% accuracy for each recording and transcription produced for this Contract.
 5. Submit with the Bid Response references documenting at least three (3) years of reporting experience for each employee that may be assigned to this Contract. Reference information shall include company phone number, contact person, and address of the company to facilitate verification of such references.

III. TRANSCRIPT REQUIREMENTS

- A. General Requirements – applicable to most all agencies

The following guidelines shall be followed when preparing transcripts:

1. No fewer than twenty-five typed lines on standard eight and one-half inch by eleven inch paper;
2. The use of all caps is prohibited;
3. No fewer than ten characters to the typed inch;
4. Left-hand margin to be set at no more than one and three-quarters of an inch;
5. Right-hand margin to be set at no more than three-eighths of an inch;
6. Each question and answer to begin on a separate line;
7. Each question and answer to begin no more than five (5) spaces from the left-hand margin, with no more than five (5) spaces from the Q and A to the text;
8. Carry-over Q and A lines to begin at the left-hand margin.
9. All hearings or proceedings will only be recorded by the Contractor's own qualified, Electronic Court Reporter and Transcriber by means of electronic or digital recording process. The use of a "steno-mask" system will not be acceptable.
10. The Contractor shall provide all equipment necessary to produce an accurate electronic or digital recording for all hearings and proceedings. This includes multiple channel recording equipment and the ability to "playback" any recording for immediate review during a hearing or proceeding. The contractor shall provide all equipment setup in less than 30 minutes and equipment removal in less than 30 minutes.
11. The Contractor will, upon the agency request, transcribe any audio tapes obtained by the agency at hearings conducted without a qualified court reporter or contractor, including transcribing tapes from any recording media. Transcript pages of audiotapes are to be charged on a per transcript page basis only, without a reporter hourly charge being included. The transcription of such audiotapes will be prepared and delivered under the terms of preparation and delivery provided in the agency purchase order.

SECTION 2
SPECIFICATIONS AND REQUIREMENTS
FOR
PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

12. All condensed transcripts (i.e., 4 pages of transcription on one page) must come with a word index which includes all words used in the transcription, with the exception of words such as "and" or "the".
 13. Upon request, the Contractor shall provide the agency with transcripts on compact diskettes (CD's) compatible with Windows or Macintosh and translated into MS Word, PDF file or if not available, ASCII format. Diskettes will be returned to the Contractor.
 14. Upon request, the contractor shall scan hard copy exhibits to an electronic format and copy to a CD.
 15. Upon request, the Contractor shall provide the agency with video conferencing setup and equipment rental.
- B. Special Requirements – as specified by the user agency
1. At the discretion of the ordering agency, the purchase may require specific requirements for the preparation and delivery of the hearing transcripts.
 2. Such special requirements may include, but are not limited to, changes to the General Requirements, establishing a delivery due date, establishing protocols for the handling of exhibits, and transcript format.
 3. Reference Bid Exhibit Four for a sampling of Special Requirements that may be required by user agencies.

C. Transcript Copies

The Contractor should expect payment for the original and up to one copy. Thereafter, the using agency shall have the option of making additional copies of transcripts as required for use by the agency. Additional transcript copies shall also be made available from the Contractor at a per page rate.

D. Document Retention

1. The Contractor will maintain the hearing record notes, electronic and digital tapes, recordings, and other pertinent transcription source documents for a period of not less than five (5) years following the recording of any hearing or proceeding.
2. The Contractor will make transcript source documents available to the agency or its hearing examiner, upon request.

IV. TRANSCRIPT DELIVERY

A. Transcripts shall be delivered in accordance with the purchase order requirements of the ordering agency.

1. Under the "standard" timeline for delivery, the Contractor shall prepare and deliver a proper transcription of professional quality within fifteen (15) business days following the recording of each hearing or proceeding.
2. When requested by the ordering agency, the Contractor must provide transcripts on an "expedited" basis within ten (10) working days following the recording of any hearing or proceeding.
3. When requested by the ordering agency, the Contractor must provide transcripts on an "special delivery" basis within five (5) working days following the recording of any hearing or proceeding.
4. When requested by the ordering agency, the Contractor must provide transcripts on an "emergency" basis within two (2) working days following the recording of any hearing or proceeding.
5. Historic and estimated quantity requirements for each of the above transcript delivery schedules are provided as Bid Exhibit Three.

SECTION 2
SPECIFICATIONS AND REQUIREMENTS
FOR
PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

B. Performance Agreement

The following Performance Agreement is a part of this Invitation to Bid/Contract. Your signature on the first page of the ITB/Contract signifies your intention to be bound by the terms of this Performance Agreement.

1. If the transcripts are not delivered within the time requirements stated herein the following penalties might be assessed:
 - a. If the transcripts are 1-5 days late there will be a 10% deduction in the cost charged to the agency for the transcripts that were delivered late.
 - b. If transcripts are 6-10 days late there will be a 25% deduction in the cost charged to the agency for the transcripts that were delivered late.
 - c. If transcripts are 11 + days late there will be a 50% deduction in the cost charged to the agency for the transcripts that were delivered late.
2. Continued failures on the Contractor's part to meet a time limit or to maintain adequate quality control, constitutes grounds for termination of this Contract as deemed necessary by the Director, Department of Administrative Services.

V. SUBMISSION OF INVOICES

- A. The Contractor shall invoice the ordering agency via individual invoices for each transcript.
 1. Individual counties may be statutorily responsible for payment pursuant to O.R.C. 5715.36. In such instances, the hearing costs will be certified by the agency to be paid directly to the Contractor by the individual counties.
 2. These invoices will also serve as a transmittal or delivery slip.
 3. As directed by the agency, an original invoice shall be submitted directly to the county for payment.
- B. The invoice shall include the Contractor's Federal Tax Identification Number (TIN) and shall contain an itemization of the number of hearing hours, number of original transcript pages, number of copy transcript pages, date taken, type of service provided, case number, case caption, and the name of the hearing officer.
- C. A proper invoice is defined as being free of defects, discrepancies, errors and other improprieties, and shall include your Federal Tax Identification Number (TIN). Defective invoices shall be returned to the Contractor noting areas for correction. If such notification of defects is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

VI. TRAVEL EXPENSES

Any travel or per diem required by the Contractor to carry out its obligations under the Contract will be at the Contractor's expense. Regardless of the hearing site, mileage or other travel expenses will not be paid by the state of Ohio.

SECTION 2
BID PRICE PAGE

YOUR BID:

To provide qualified, professional court reporting services as stated herein, from May 1, 2012 through December 31, 2014.

NOTE: All hourly charges shall begin at the time proceedings begin.

SERVICE	COST
Charge Per Reporter Hour (1)	\$ Per Hour
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Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$ Per Page
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Charge Per Transcript Page (From Audio Provided Tapes)	\$ Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$ Per Page
Charge for exhibits scanned or downloaded into an electronic file format and provided on a CD.	\$ Per Page
Video Conferencing Setup And Equipment Rental	\$ Per Hearing

Bidders may include a complete list of services with their Bid Response. This list will be added to the Contract.

(1) An appearance may include multiple hearings.

(2) Contractor must be notified of cancellation of appointments by 5pm the day prior to a scheduled appearance. The State of Ohio will be charged 50% of the appearance fee for an appearance cancelled after 5pm the day prior to an appearance, but no later than 8am on the day of the scheduled appearance, when full appearance fee will be charged.

As a baseline for any future cost increase requests, Bidders shall indicate as a percentage of their total cost what the cost elements are for completion of the work. Sum of percentages must equal one hundred percent.				
Administrative Cost	Labor Cost	Equipment Cost	Supplies Cost	Transportation Cost
%	%	%	%	%

SECTION 2
BID EXHIBIT ONE

DECLARATION OF SERVICE AREA

All Bidders must complete Bid Exhibit One and submit it with their Bid Response. Failure to complete this page may deem your Bid not responsive.

Mark with an "X" to indicate which District or County the Bidder can provide the requested service. Bidders may bid on individual or multiple Districts or Counties . Reference Bid Exhibit Two for a map of the Bid Districts and counties located within each Bid District.

Contractors should notify the Office of Procurement Services whenever their service area changes.

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	Putnam		Perry		Ross
	Allen		Coshocton		Pike
	Hancock		Muskingum		Scioto
	Hardin		Guernsey		Jackson
	Wyandot				Lawrence
			All counties in District 6		
	All counties in District 2		Marion		All counties in District 10
	Williams		Union		Hocking
	Fulton		Madison		Vinton
	Henry		Fayette		Gallia
	Lucas		Morrow		Morgan
	Wood		Delaware		Athens
	Ottawa		Franklin		Meigs
	Sandusky		Pickaway		Noble
	Seneca				Washington
			All counties in District 7		Monroe
	All counties in District 3		Mercer		
	Erie		Darke		All counties in District 11
	Huron		Auglaize		Holmes
	Crawford		Shelby		Tuscarawas
	Richland		Miami		Carroll
	Ashland		Montgomery		Harrison
	Lorain		Logan		Belmont
	Medina		Champaign		Jefferson
	Wayne		Clark		Columbiana
	All counties in District 4		All counties in District 8		All counties in District 12
	Summit		Preble		Cuyahoga
	Stark		Butler		Geauga
	Portage		Hamilton		Lake
	Ashtabula		Warren		
	Trumbull		Clermont		
	Mahoning		Greene		
			Clinton		

SECTION 2
BID EXHIBIT TWO



SECTION 2
BID EXHIBIT THREE

The State of Ohio has no previous contract history for professional digital and electronic court reporters and transcribers. The estimated annual usage for electronic and digital reporting is \$11,000.

SECTION 2
BID EXHIBIT FOUR

EXAMPLES OF AGENCY SPECIAL REQUIREMENTS
FOR TRANSCRIPT PREPARATION AND DELIVERY

Medical Board Hearings: Instructions for Court Reporters

Handling Exhibits

- Place sealed exhibits in a separate envelope and seal it. Mark the front with the case name, case number if any, and designate its contents as “Exhibits Under Seal”.
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- *Scanned exhibits.* Upon request, the court reporter may be required to scan hearing exhibits.

Transcript

- Text of transcript: 25 numbered lines of transcript per page. *Not* in all caps.
The hearing date and Respondent’s last name are listed on each page in a header or footer. Any information about the court-reporting firm in a header or footer must be in smaller font and not in bold type.
- Provide, after the cover page and before the transcript text begins: Appearances, List of Exhibits, and List of Witnesses. Note that, if the State’s Exhibit 1 consists of “procedural exhibits,” it is not necessary to describe each one individually. The Court Reporter may list it as follows: “State’s Exhibits 1A through 1X: Procedural Exhibits.”
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Hearings Extending for More than One Day

- Do not number subsequent volumes beginning with page 1. Use the next consecutive number that follows the last page of the preceding volume. (Do not include indexes in determining the page numbers for transcript pages.)
- Provide an electronic copy that includes all volumes in a single file/disk so that a person doing a search does not have to search each volume of transcript separately.
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Delivery of Transcript

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SECTION 2
BID EXHIBIT FOUR (CONTINUED)

EXAMPLES OF AGENCY SPECIAL REQUIREMENTS
FOR TRANSCRIPT PREPARATION AND DELIVERY

Office of the Ohio Public Defender

Agency Comments: Transcripts shall not be in all capital letter format. Transcripts will provide word indexing, and will provide search capability on electronic devices, and also offer the option to order mini-scripts.

OOPD also uses video conferencing and other related charges (hook-up; room rental) for transcription services.

Ohio Ethics Commission

Agency Comments: Transcripts from hearings at the Ethics Commission should be delivered no later than 10 business days after the hearing due to strict timelines for the issuance of the Hearing Examiner's Report and Recommendations.

Office of Budget Management

Agency Comments: Transcripts shall be produced in 12pt type.

Ohio Department of Natural Resources

Agency Comments: The transcript format shall display 24 numbered lines per page in addition to the page number; body of page is boxed at 1.25 inches from left, .75 inches from right, .75 inches from top, and 1.25 inches from bottom; within the boxed page body, left margin incorporates line numbers and is .75 inches, right margin appears to be about .5 inches, top incorporates page numbers and is .5 inches, bottom margin is .25 inches; paragraph indents begin approximately 10 spaces from the left margin.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name) (Address, City, State, Zip)

ATTACHMENT A, CONT'D

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____