

# 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	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
RS901317	November 21, 2016	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. MAC019	BID NOTICE DATE 10/31/2016	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			
<p><b>PARTICIPATING AGENCY(IES):</b> 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.</p>			
<p><b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b></p> <p><b>CONTRACTOR TO PROVIDE QUALIFIED, PROFESSIONAL ELECTRONIC, DIGITAL AND TRANSCRIPTION COURT REPORTING SERVICES FOR DISTRICTS 1-7 AND 9-12</b></p>			
<p><b>TERM OF CONTRACT:</b> 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>01/01/17</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>12/31/19</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 agency.</p>			
<p><b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p>			
<p>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.</p>			
<p><b>INQUIRIES:</b> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://procure.ohio.gov/">http://procure.ohio.gov/</a>. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q &amp; A" button located beneath the "Submit Inquiry" button.</p>			
		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.



SPECIAL CONTRACT TERMS AND CONDITIONS

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.

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 or subcontractors 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 Districts 1-7 and Districts 9-12

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.

SPECIAL CONTRACT TERMS AND CONDITIONS CONT'D

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. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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 one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, 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 Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

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 suspend, terminate or cancel this Contract.

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.

**HEALTH INSURANCE PORTABILITY & ACCESSIBILITY ACT (HIPAA) REQUIREMENTS.** As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), may be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the American Recovery and Reinvestment Act of 2009. Contractor and any Subcontractor(s) may be required to enter into a Business Associate Agreement (BAA) with participating agencies.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE

The specifications are for court reporters to provide Stenographic court reporting and Electronic/Digital court reporting. Bidders and their subcontractors are required to maintain a certification for the technology they are providing under an awarded contract. The purpose for these specifications is to secure the services of qualified, certified/registered electronic/digital court reporters and or stenographers 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 January 1, 2017 through December 31, 2019. 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 \$244,000 per year for the entire state. All future usage figures are estimates and the actual annual usage may be substantially more or less than the estimate given. The State is not responsible for any deviation between the usage estimates and the actual usages.

### II. GLOSSARY OF TERMS

RPR	Registered Professional Reporters
CER	Certified Electronic Reporter
CET	Certified Electronic Transcriber
ICDR	Internationally Certified Digital Reporter
NCRA	National Court Reporters Association
AAERT	American Association of Electronic Reporters and Transcribers
IAPRT	International Alliance of Professional Reporters and Transcribers

### III. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

#### A. Contractor Staffing Qualifications.

The Contractor shall meet the following requirements:

1. The Contractor and Subcontractor's providing Stenographic court reporters must maintain a valid: Registered Professional Reporters (RPR) certificate
2. The Contractor and Subcontractor's providing Electronic/Digital court reporters must maintain a valid:
  - a. Certified Electronic Reporter (CER) certificate
  - b. Certified Electronic Transcriber (CET) certificate
  - c. Internationally Certified Digital Reporter (ICDR) certificate
3. The Contractor must be able to provide a minimum of three (3) qualified, certified/registered professional court reporters (Reporters) on a daily basis, as needed, and capable of providing additional 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.
4. The Contractor must provide 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 will 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) hours or more before the scheduled hearing.

#### B. Qualified, Registered Court Reporter Requirements

1. Registered Professional Reporter is defined as an individual holding a valid:
  - a. Registered Professional Reporter (RPR) Certificate from the National Court Reporters Association (NCRA) or,
  - b. Certified Electronic Reporter (CER) Certificate or Certified Electronic Transcriber (CET) from the American Association of Electronic Reporters and Transcribers (AAERT) or,
  - c. Internationally Certified Digital Reporter (ICDR) certificate from the International Alliance of Professional Reporters and Transcribers (IAPRT).
2. The Contractor, its reporting staff and subcontractors, shall be licensed notaries public of the state of Ohio.
3. Each individual designated for court reporting duties must have a minimum of three (3) years reporting experience.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

## 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, CER, CET 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 the words per minute speed of each court reporter that may be utilized as a stenographer for this contract, or submit a statement attesting to no less than 98% accuracy for each electronic/digital recording and transcription produced.
5. Submit with the Bid Response references documenting at least three (3) years of reporting experience for each employee or subcontractor 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.
6. If any of the requested information is not provided as part of the bid response, the Bidder must provide information within five (5) calendar days after request/notification by the Office of Procurement Services to do so.

## D. Declaration of Service Area: As part of the bid response the bidder shall complete Bid Exhibit One (Declaration of Service Area).

IV. 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. For stenography, all hearings or proceedings will be recorded by the contractor's own qualified, registered professional reporters and/or subcontractors 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. For digital recording 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. The use of a "closed microphone" or "steno-mask" system will not be acceptable.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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. Bid No.: RS901317
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 disks (CD's) compatible with Windows or Macintosh and translated into MS Word, PDF file or if not available, ASCII format.
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.

## C. Transcript Copies

The Contractor should expect payment for the original transcript. 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, 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.

V. 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.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

## 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.

VI. 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.

VII. 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.

PRICE SCHEDULE

To provide qualified, professional court reporting services as stated herein, from January 1, 2017 through December 31, 2019.

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

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 note (2) below.		
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 for additional copies requested	\$	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$	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
List the technology to be used for court reporting (Stenographic or Electronic/Digital)		

Bidders may include a complete list of services with their Bid Response. This list may 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
%	%	%	%	%

**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 the Bidder can provide the requested service. Bidders may bid on individual or multiple Districts. Bidders must provide services for every county in each District selected. 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.

	<b>All counties in District 1</b>		<b>All counties in District 7</b>
	<b>All counties in District 2</b>		<b>All counties in District 9</b>
	<b>All counties in District 3</b>		<b>All counties in District 10</b>
	<b>All counties in District 4</b>		<b>All counties in District 11</b>
	<b>All counties in District 5</b>		<b>All counties in District 12</b>
	<b>All counties in District 6</b>		

BID EXHIBIT TWO



BID EXHIBIT THREEEXAMPLES 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.

BID EXHIBIT THREE (CONT'D)

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 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.