

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: Qualified, Professional Stenograph Reporting and Transcription Services for Districts 1-12 and Digital/Electronic Reporting for Districts 1-12.

CONTRACT No.: RS901812

EFFECTIVE DATES: 05/01/2012 to 12/31/2014
*Renewal through 12/31/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS901812 that opened on 12/30/11 and *Bid RS902512 that opened on May 5, 2012. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, , specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all state agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Patrick Means, CPPB
*Patrick.means@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

* Indicates renewal through 12/31/16.

Signed: _____ Date _____
Robert Blair, Director

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	4-6
Amendments to Contract Terms and Conditions	4
Specification Questions	4
Multiple Award Contract	4
Established Business	4
Exceptions	4
Evaluation	4
Contract Award	4
Special Conditions	4
Transportation Charges	4
Special Charges	4
Subcontracting Prohibited	4
Expenditure of Public Funds on Offshore Services	5
Fixed-Price with Economic Adjustment	5
Cooperative Purchasing Contract	5
Contractor Quarterly Sales Report	5-6
Contractor Revenue share	6
Usage Reports	6
<u>SECTION 1: STENOGRAPHIC COURT REPORTERS (ALL DISTRICTS)</u>	7-26
Specifications and Requirements	7-10
I. Scope	7-8
II. Contractor Qualifications and Requirements	8
III. Transcript Requirements	8-9
IV. Transcript Delivery	9-10
V. Submission of Invoices	10
VI. Travel Expenses	10
<u>CONTRACT ITEMS</u>	
Price Schedules (Stenographic)	11-26
<u>SECTION 2: DIGITAL & ELECTRONIC COURT REPORTERS (ALL DISTRICTS)</u>	26-33
Specifications and Requirements	27-34
I. Scope	27
II. Contractor Qualifications and Requirements	27-28
III. Transcript Requirements	28-29
IV. Transcript Delivery	29-30
V. Submission of Invoices	30
VI. Travel Expenses	30
<u>CONTRACT ITEMS</u>	
Price Schedules (Digital/Electronic)	31-34
<u>*SECTION 3: MBE SET-ASIDE DIGITAL & ELECTRONIC COURT REPORTERS (DISTRICTS 5, 6 AND 8)</u>	35-42
Specifications and Requirements	35-38
I. Scope	35
II. Glossary of Terms	35
III. Contractor Qualifications and Requirements	35-36
IV. Transcript Requirements	36-37
V. Transcript Delivery	37-38
VI. Submission of Invoices	38
VII. Travel Expenses	38
<u>CONTRACT ITEMS</u>	
Price Schedules (MBE)	39-42

*Indicates addition of Section 3

Bid Exhibits

Exhibit One: Declaration of Service Area	47
Exhibit Two: Bid District Map	48
Exhibit Three: Reported & Estimated Service Requirements	49
Exhibit Four: Examples of Agency Special Requirements	50-51

Contractor Index 43-46

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*Indicates repagination

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.

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 inquiries 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.

*Indicates repagination

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.

*Indicates new Contractor Quarterly Sales Report and repagination.

SPECIAL CONTRACT TERMS AND CONDITIONS, CONT'D

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

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
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 and forward the check to the following address:

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

For overnight payments, mail fees to:

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

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.

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).

*Indicates new Contractor Revenue Share and repagination.

SPECIFICATIONS AND REQUIREMENTS
FOR
STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 1-6 AND 10-12

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 February 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.

*Indicates repagination

SPECIFICATIONS AND REQUIREMENTS
FOR
STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 1-6 AND 10-12

- 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 stenotype 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.
9. 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.

*Indicates repagination

SPECIFICATIONS AND REQUIREMENTS
FOR
STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 1-6 AND 10-12

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.

*Indicates repagination

SPECIFICATIONS AND REQUIREMENTS
FOR
STENOGRAPH REPORTING AND TRANSCRIPTION SERVICES FOR DISTRICTS 1-6 AND 10-12

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.

*Indicates repagination

BID PRICE PAGE

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

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

Anderson Reporting Services Inc.

SERVICE	COST	
Charge Per Reporter Hour (1)	\$34.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$90.00	Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$45.00	Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$3.20	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$4.00	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$5.00	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$6.00	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$7.50	Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$0.15	Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.30	Per Page
Video Conferencing Setup And Equipment Rental	\$139.00	Per Hour At Anderson
Bidders may include a complete list of services with their Bid Response.		
ISDN Point to Point Call	\$75.00	Per Hour
ISDN Bridge 3 Connections	\$300.00	Per Hour
IP Bridge 3 Connections	\$200.00	Per Hour

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

(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.

*Indicates repagination

DECLARATION OF SERVICE AREA

N/A	Counties in District 1		Counties in District 5	N/A	Counties in District 12
	Defiance		Knox		Cuyahoga
	Paulding	XXX	Licking		Geauga
	Van Wert	XXX	Fairfield		Lake
	Putnam		Perry		
	Allen		Coshocton		
	Hancock		Muskingum		
	Hardin		Guernsey		
	Wyandot				
			Counties in District 6		
N/A	Counties in District 2		Marion		
	Williams	XXX	Union		
	Fulton	XXX	Madison		
	Henry		Fayette		
	Lucas		Morrow		
	Wood	XXX	Delaware		
	Ottawa	XXX	Franklin		
	Sandusky	XXX	Pickaway		
	Seneca				
		N/A	Counties in District 10		
N/A	Counties in District 3		Hocking		
	Erie		Vinton		
	Huron		Gallia		
	Crawford		Morgan		
	Richland		Athens		
	Ashland		Meigs		
	Lorain		Noble		
	Medina		Washington		
	Wayne		Monroe		
N/A	Counties in District 4	N/A	Counties in District 11		
	Summit		Holmes		
	Stark		Tuscarawas		
	Portage		Carroll		
	Ashtabula		Harrison		
	Trumbull		Belmont		
	Mahoning		Jefferson		
			Columbiana		

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
10 %	60 %	10 %	10 %	10 %

*Indicates repagination

BID PRICE PAGE

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

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

Armstrong and Okey Inc.

SERVICE	COST	
Charge Per Reporter Hour (1)	\$38.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$85.00	Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$42.50	Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$3.00	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$3.00	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$3.80	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$4.10	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$3.40	Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$0.00	Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.15	Per Page
Video Conferencing Setup And Equipment Rental	\$175.00	Per Hearing

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

(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.

*Indicates repagination

DECLARATION OF SERVICE AREA

	Counties in District 1		Counties in District 5		Counties in District 12
XXX	Defiance	XXX	Knox	XXX	Cuyahoga
XXX	Paulding	XXX	Licking	XXX	Geauga
XXX	Van Wert	XXX	Fairfield	XXX	Lake
XXX	Putnam	XXX	Perry		
XXX	Allen	XXX	Coshocton		
XXX	Hancock	XXX	Muskingum		
XXX	Hardin	XXX	Guernsey		
XXX	Wyandot				
			Counties in District 6		
	Counties in District 2		Marion		
XXX	Williams	XXX	Union		
XXX	Fulton	XXX	Madison		
XXX	Henry	XXX	Fayette		
XXX	Lucas	XXX	Morrow		
XXX	Wood	XXX	Delaware		
XXX	Ottawa	XXX	Franklin		
XXX	Sandusky	XXX	Pickaway		
XXX	Seneca				
			Counties in District 10		
	Counties in District 3	XXX	Hocking		
XXX	Erie	XXX	Vinton		
XXX	Huron	XXX	Gallia		
XXX	Crawford	XXX	Morgan		
XXX	Richland	XXX	Athens		
XXX	Ashland	XXX	Meigs		
XXX	Lorain	XXX	Noble		
XXX	Medina	XXX	Washington		
XXX	Wayne	XXX	Monroe		
	Counties in District 4		Counties in District 11		
XXX	Summit	XXX	Holmes		
XXX	Stark	XXX	Tuscarawas		
XXX	Portage	XXX	Carroll		
XXX	Ashtabula	XXX	Harrison		
XXX	Trumbull	XXX	Belmont		
XXX	Mahoning	XXX	Jefferson		
		XXX	Columbiana		

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
20 %	54 %	20 %	4 %	2 %

*Indicates repagination

***DECLARATION OF SERVICE AREA**

N/A	Counties in District 1		N/A	Counties in District 5			Counties in District 12
	Defiance			Knox		XXX	Cuyahoga
	Paulding			Licking		XXX	Geauga
	Van Wert			Fairfield			Lake
	Putnam			Perry			
	Allen			Coshocton			
	Hancock			Muskingum			
	Hardin			Guernsey			
	Wyandot						
			N/A	Counties in District 6			
N/A	Counties in District 2			Marion			
	Williams			Union			
	Fulton			Madison			
	Henry			Fayette			
	Lucas			Morrow			
	Wood			Delaware			
	Ottawa			Franklin			
	Sandusky			Pickaway			
	Seneca						
			N/A	Counties in District 10			
	Counties in District 3			Hocking			
	Erie			Vinton			
	Huron			Gallia			
	Crawford			Morgan			
	Richland			Athens			
	Ashland			Meigs			
	Lorain			Noble			
XXX	Medina			Washington			
XXX	Wayne			Monroe			
	Counties in District 4			Counties in District 11			
XXX	Summit		XXX	Holmes			
XXX	Stark		XXX	Tuscarawas			
XXX	Portage		XXX	Carroll			
	Ashtabula			Harrison			
	Trumbull			Belmont			
	Mahoning			Jefferson			
			XXX	Columbiana			

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
%	%	%	%	%

*Indicates repagination

BID PRICE PAGE

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

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

Collins Reporting Service Inc.

SERVICE	COST	
Charge Per Reporter Hour (1)	\$50.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$50.00	Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$25.00	Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$3.87	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$5.13	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$5.76	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$6.71	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$4.09	Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$0.80	Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.35	Per Page
Video Conferencing Setup And Equipment Rental	\$175	Per Hour

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

(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.

*Indicates repagination

DECLARATION OF SERVICE AREA

N/A	Counties in District 1		N/A	Counties in District 5		N/A	Counties in District 12
	Defiance			Knox			Cuyahoga
	Paulding			Licking			Geauga
	Van Wert			Fairfield			Lake
	Putnam			Perry			
	Allen			Coshocton			
	Hancock			Muskingum			
	Hardin			Guernsey			
	Wyandot						
			N/A	Counties in District 6			
	Counties in District 2			Marion			
XXX	Williams			Union			
XXX	Fulton			Madison			
XXX	Henry			Fayette			
XXX	Lucas			Morrow			
XXX	Wood			Delaware			
XXX	Ottawa			Franklin			
XXX	Sandusky			Pickaway			
XXX	Seneca						
			N/A	Counties in District 10			
N/A	Counties in District 3			Hocking			
	Erie			Vinton			
	Huron			Gallia			
	Crawford			Morgan			
	Richland			Athens			
	Ashland			Meigs			
	Lorain			Noble			
	Medina			Washington			
	Wayne			Monroe			
N/A	Counties in District 4		N/A	Counties in District 11			
	Summit			Holmes			
	Stark			Tuscarawas			
	Portage			Carroll			
	Ashtabula			Harrison			
	Trumbull			Belmont			
	Mahoning			Jefferson			
				Columbiana			

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
15 %	70 %	5 %	5 %	5 %

*Indicates repagination

BID PRICE PAGE

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

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

Dearborn Reporting Services

SERVICE	COST	
	Districts 3, 4, 12	Districts 1, 2, 5, 6, 10, 11, 12
Charge Per Reporter Hour (1)	\$65.00 Per Hour	\$65.00 Per Hour
Minimum Charge (if any) Per Appearance (2)	\$130.00 Per Appearance	\$180.00 Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$65.00 Per Appearance	\$90.00 Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$4.25 Per Page	\$4.25 Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$4.50 Per Page	\$4.50 Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$5.00 Per page	\$5.00 Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$6.50 Per Page	\$6.50 per Page
Charge Per Transcript Page (From Audio Tapes)	\$7.00 Per Page	\$7.00 Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$1.00 Per page	\$1.00 Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.15 Per Page + \$5.00 Per CD	\$0.15 Per Page + \$5.00 Per CD
Video Conferencing Setup And Equipment Rental	\$250.00 Per Hearing	\$250.00 Per Hearing
Bidders may include a complete list of services with their Bid Response.		
Videographer	\$300.00 First Hour, \$70.00 each Additional Hour	\$300.00 First Hour, \$70.00 each Additional Hour

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

(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.

*Indicates repagination

DECLARATION OF SERVICE AREA

	Counties in District 1		Counties in District 5		Counties in District 12
XXX	Defiance	XXX	Knox	XXX	Cuyahoga
XXX	Paulding	XXX	Licking	XXX	Geauga
XXX	Van Wert	XXX	Fairfield	XXX	Lake
XXX	Putnam	XXX	Perry		
XXX	Allen	XXX	Coshocton		
XXX	Hancock	XXX	Muskingum		
XXX	Hardin	XXX	Guernsey		
XXX	Wyandot				
			Counties in District 6		
	Counties in District 2	XXX	Marion		
XXX	Williams	XXX	Union		
XXX	Fulton	XXX	Madison		
XXX	Henry	XXX	Fayette		
XXX	Lucas	XXX	Morrow		
XXX	Wood	XXX	Delaware		
XXX	Ottawa	XXX	Franklin		
XXX	Sandusky	XXX	Pickaway		
XXX	Seneca				
			Counties in District 10		
	Counties in District 3	XXX	Hocking		
XXX	Erie	XXX	Vinton		
XXX	Huron	XXX	Gallia		
XXX	Crawford	XXX	Morgan		
XXX	Richland	XXX	Athens		
XXX	Ashland	XXX	Meigs		
XXX	Lorain	XXX	Noble		
XXX	Medina	XXX	Washington		
XXX	Wayne	XXX	Monroe		
	Counties in District 4		Counties in District 11		
XXX	Summit	XXX	Holmes		
XXX	Stark	XXX	Tuscarawas		
XXX	Portage	XXX	Carroll		
XXX	Ashtabula	XXX	Harrison		
XXX	Trumbull	XXX	Belmont		
XXX	Mahoning	XXX	Jefferson		
		XXX	Columbiana		

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
17.5 %	25 %	17.5 %	10 %	30 %

*Indicates repagination

DECLARATION OF SERVICE AREA

N/A	Counties in District 1		Counties in District 5	N/A	Counties in District 12
	Defiance	XXX	Knox		Cuyahoga
	Paulding	XXX	Licking		Geauga
	Van Wert	XXX	Fairfield		Lake
	Putnam	XXX	Perry		
	Allen	XXX	Coshocton		
	Hancock	XXX	Muskingum		
	Hardin	XXX	Guernsey		
	Wyandot				
			Counties in District 6		
N/A	Counties in District 2	XXX	Marion		
	Williams	XXX	Union		
	Fulton	XXX	Madison		
	Henry	XXX	Fayette		
	Lucas	XXX	Morrow		
	Wood	XXX	Delaware		
	Ottawa	XXX	Franklin		
	Sandusky	XXX	Pickaway		
	Seneca				
			Counties in District 10		
N/A	Counties in District 3	XXX	Hocking		
	Erie		Vinton		
	Huron		Gallia		
	Crawford		Morgan		
	Richland	XXX	Athens		
	Ashland		Meigs		
	Lorain		Noble		
	Medina		Washington		
	Wayne		Monroe		
N/A	Counties in District 4	N/A	Counties in District 11		
	Summit		Holmes		
	Stark		Tuscarawas		
	Portage		Carroll		
	Ashtabula		Harrison		
	Trumbull		Belmont		
	Mahoning		Jefferson		
			Columbiana		

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
10 %	50 %	10 %	15 %	15 %

*Indicates repagination

BID PRICE PAGE

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

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

Mehler & Hagestrom

SERVICE	COST	
Charge Per Reporter Hour (1)	\$45.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$125.00	Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$62.50	Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$3.95	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$4.10	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$4.75	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$5.95	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$7.50	Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$0.25 Per Page for State of Ohio	\$2.75 Per Page for Other Entities
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.25	Per Page
Video Conferencing Setup And Equipment Rental	\$150.00	Per Hour
Bidders may include a complete list of services with their Bid Response.		
Realtime Transcription	\$1.50	Per Page
Videography	\$195.00 / Initial Hour. \$95.00 / Subsequent Hour(s)	
Service of Subpoena	\$65.00	Subpoena

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

(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.

*Indicates repagination

DECLARATION OF SERVICE AREA

N/A	Counties in District 1		N/A	Counties in District 5			Counties in District 12
	Defiance			Knox		XXX	Cuyahoga
	Paulding			Licking		XXX	Geauga
	Van Wert			Fairfield		XXX	Lake
	Putnam			Perry			
	Allen			Coshocton			
	Hancock			Muskingum			
	Hardin			Guernsey			
	Wyandot						
			N/A	Counties in District 6			
N/A	Counties in District 2			Marion			
	Williams			Union			
	Fulton			Madison			
	Henry			Fayette			
	Lucas			Morrow			
	Wood			Delaware			
	Ottawa			Franklin			
	Sandusky			Pickaway			
	Seneca						
			N/A	Counties in District 10			
	Counties in District 3			Hocking			
	Erie			Vinton			
	Huron			Gallia			
	Crawford			Morgan			
	Richland			Athens			
	Ashland			Meigs			
XXX	Lorain			Noble			
XXX	Medina			Washington			
XXX	Wayne			Monroe			
	Counties in District 4		N/A	Counties in District 11			
XXX	Summit			Holmes			
XXX	Stark			Tuscarawas			
XXX	Portage			Carroll			
XXX	Ashtabula			Harrison			
XXX	Trumbull			Belmont			
XXX	Mahoning			Jefferson			
				Columbiana			

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
25 %	60 %	5 %	5 %	5 %

*Indicates repagination

SECTION 1
BID PRICE PAGE

***DISTRICTS 7-9**

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.

Armstrong & Okey, Inc.

SERVICE	COST	
Charge Per Reporter Hour (1)	\$38.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$85.00	Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$42.50	Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$3.00	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$3.00	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$3.80	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$4.10	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$3.40	Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$0.00	Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.15	Per Page
Video Conferencing Setup And Equipment Rental	\$175.00	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
20%	54%	20%	4%	2%

*Indicates repagination

SECTION 1
 BID EXHIBIT ONE

DECLARATION OF SERVICE AREA

	All counties in District 1		All counties in District 5	XXX	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
		XXX	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	XXX	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		

*Indicates repagination

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.

*Indicates repagination

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.

*Indicates repagination

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.

*Indicates repagination

SECTION 2
BID PRICE PAGE

DISTRICTS 1-4, 7-12

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.

*Services no longer available in
 Districts 1-4 and 7-12
 Runfola & Associates, Inc.

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

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
N/A	N/A	N/A	N/A	N/A

*Indicates repagination

SECTION 2
BID PRICE PAGE

DISTRICT 5

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.

*Services no longer available in
 District 5
 Runfola & Associates, Inc.

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

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
N/A	N/A	N/A	N/A	N/A

*Indicates repagination.

SECTION 2
BID PRICE PAGE

*DISTRICT 6

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.

Runfola & Associates, Inc.

SERVICE	COST	
Charge Per Reporter Hour (1)	\$50.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$85.00	Per Appearance
Late Notification of Cancellation of Appearance. Refer to section (2) below pricing table.	\$42.50	Per Appearance
Charge Per Transcript Page (Regular Delivery within 15 business days after hearing)	\$3.95	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$4.95	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$5.25	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$5.75	Per Page
Charge Per Transcript Page (From Audio Provided Tapes)	\$4.95	Per Page
Charge Per Transcript Page (Additional Copied Pages)	\$0.50	Per Page
Charge for exhibits scanned or downloaded into an electronic file format and provided on a CD.	\$0.50	Per Page
Video Conferencing Setup And Equipment Rental	\$150.00	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
25%	50%	15%	10%	0%

*Indicates repagination and revised pricing

SECTION 2

*DECLARATION OF SERVICE AREA

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	XXX	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		

*Indicates repagination.

SECTION 3
SPECIFICATIONS AND REQUIREMENTS
FOR

MBE SET-ASIDE PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

I. SCOPE

The specifications for court reporters utilizes two court reporting technologies; 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, 2015 through December 31, 2016. 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 \$260,000.00 per year. 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 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) 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,

*Indicates repagination

SECTION 3
SPECIFICATIONS AND REQUIREMENTS
FOR
MBE SET-ASIDE PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

- 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.
- 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:

10. No fewer than twenty-five typed lines on standard eight and one-half inch by eleven inch paper;
11. The use of all caps is prohibited;
12. No fewer than ten characters to the typed inch;
13. Left-hand margin to be set at no more than one and three-quarters of an inch;
14. Right-hand margin to be set at no more than three-eighths of an inch;
15. Each question and answer to begin on a separate line;
16. 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;
17. Carry-over Q and A lines to begin at the left-hand margin.

SECTION 3
SPECIFICATIONS AND REQUIREMENTS
FOR
MBE SET-ASIDE PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

18. For stenography, all hearings or proceedings will be recorded by the contractor's own qualified, registered professional reporters and subcontractors by means of mechanical or computerized stenographic or stenotype 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.
19. 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.
20. 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.
21. 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".
22. 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. Disks will be returned to the Contractor.
23. Upon request, the contractor shall scan hard copy exhibits to an electronic format and copy to a CD.
24. Upon request, the Contractor shall provide the agency with video conferencing setup and equipment rental.

B. Special Requirements – as specified by the user agency

4. At the discretion of the ordering agency, the purchase may require specific requirements for the preparation and delivery of the hearing transcripts.
5. 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.

E. 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.

F. 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.

*Indicates repagination

SECTION 3
SPECIFICATIONS AND REQUIREMENTS
FOR
MBE SET-ASIDE PROFESSIONAL DIGITAL AND ELECTRONIC COURT REPORTERS AND TRANSCRIBERS

3. When requested by the ordering agency, the Contractor must provide transcripts on a "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.

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.
 4. 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.
 5. These invoices will also serve as a transmittal or delivery slip.
 6. 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.

*Indicates repagination

SECTION 3
PRICE SCHEDULE

To provide qualified, professional court reporting services as stated herein, from April 1, 2015 through December 31, 2016.

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

DCR Denmark Court Reporting Agency

SERVICE	COST	
Charge Per Reporter Hour (1)	\$65.00	Per Hour
Minimum Charge (if any) Per Appearance (2)	\$195.00	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)	\$5.50	Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$6.20	Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$7.00	Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$8.00	Per Page
Charge per Transcript Page for additional copies requested	\$3.00	Per Page
Charge Per Transcript Page (From Audio Tapes)	\$6.50	Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$2.00	Per Page
Video Conferencing Setup And Equipment Rental	\$750.00	Per Hearing
List the technology to be used for court reporting (Stenographic or Electronic/Digital)	Stenographic	

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
55%	15%	7%	8%	15%

*Indicates repagination

SECTION 3

DECLARATION OF SERVICE AREA

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	XXX	All counties in District 8		All counties in District 12
Summit	X	Preble		Cuyahoga
Stark	X	Butler		Geauga
Portage	X	Hamilton		Lake
Ashtabula	X	Warren		
Trumbull	X	Clermont		
Mahoning	X	Greene		
	X	Clinton		

*Indicates repagination

SECTION 3
PRICE SCHEDULE

To provide qualified, professional court reporting services as stated herein, from April 1, 2015 through December 31, 2016.

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

E&M Associates (dba Deposition Specialists)

SERVICE	COST
Charge Per Reporter Hour (1)	\$45.00 Per Hour
Minimum Charge (if any) Per Appearance (2)	NONE 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)	\$3.15 Per Page
Charge Per Transcript Page (Expedited Delivery within 10 business days after hearing)	\$3.60 Per Page
Charge Per Transcript Page (Special Delivery within 5 business days after hearing)	\$4.05 Per Page
Charge Per Transcript Page (Emergency Delivery within 2 business days after hearing)	\$4.95 Per Page
Charge per Transcript Page for additional copies requested	\$4.05 Per Page
Charge Per Transcript Page (From Audio Tapes)	\$4.95 Per Page
Charge for exhibits scanned to an electronic file format and provided on a CD.	\$0.25 Per Page
Video Conferencing Setup And Equipment Rental	\$175.00 (first hour), \$75.00 (additional 1/2hour), \$925.00 (8 hours) Per Hearing
List the technology to be used for court reporting (Stenographic or Electronic/Digital)	Stenographic

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
15%	75%	5%	5%	0%

*Indicates repagination

SECTION 3

DECLARATION OF SERVICE AREA

All counties in District 1		All counties in District 5		All counties in District 9
Defiance	X	Knox		Brown
Paulding	X	Licking		Highland
Van Wert	X	Fairfield		Adams
Putnam		Perry		Ross
Allen		Coshocton		Pike
Hancock		Muskingum		Scioto
Hardin		Guernsey		Jackson
Wyandot				Lawrence
	XXX	All counties in District 6		
All counties in District 2	X	Marion		All counties in District 10
Williams	X	Union		Hocking
Fulton	X	Madison		Vinton
Henry	X	Fayette		Gallia
Lucas	X	Morrow		Morgan
Wood	X	Delaware		Athens
Ottawa	X	Franklin		Meigs
Sandusky	X	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		

*Indicates repagination

CONTRACTOR INDEX

CONTRACTOR, TERMS:



55707
Anderson Reporting Services, Inc.
3242 West Henderson Road, Suite A
Columbus, OH 43220

BID CONTRACT NO.: RS901812-1

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 326-0177
Toll Free: (800) 753-0289
FAX: (614) 326-0214
E-mail address: kgregg@andersonreporting.com

CONTRACTOR'S CONTACT: Katherine Gregg

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-MAIL TO: kgregg@andersonreporting.com

CONTRACTOR, TERMS:



152042
Armstrong & Okey, Inc.
222 East Town Street
Columbus, OH 43215

BID CONTRACT NO.: RS901812-2

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 224-9481
Toll Free: (800) 223-9481
FAX: (614) 224-5724
E-mail address: kspencer@aando.com

CONTRACTOR'S CONTACT: Michael Spencer

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

EMAIL TO: kspencer@aando.com

*Indicates repagination and removal of Bish and Associates from the contract.

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS901812-4



68577
Collins Reporting Service, Inc.
405 North Huron Street
Toledo, OH 43604

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Denise Wolfe

Telephone: (419) 255-1010
FAX: (419) 244-8222
E-mail address: accounting@collinsreporting.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-MAIL TO: accounting@collinsreporting.com

CONTRACTOR, TERMS:

BID CONTRACT NO.: RS901812-5



155967
Dearborn Reporting Services
4764 Grafton Rd.
Brunswick, OH 44212

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Katrina Dearborn

Telephone: (216) 298-4888
Toll Free: (877) 777-7828
FAX: (216) 298-4880
E-mail address: info@DearbornReporting.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-MAIL TO: info@DearbornReporting.com

*Indicates the removal of McGinnis and Associates Inc. from the contract.

CONTRACTOR INDEX

CONTRACTOR, TERMS:



71630
Mehler & Hagestrom
101 W. Prospect Avenue, #1750
Cleveland, OH 44115

CONTRACTOR'S CONTACT: Edward Mehler

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

BID CONTRACT NO.: RS901812-7

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (216) 621-4984
FAX: (216) 621-0050
E-mail address: schedule@mandh.com

E-MAIL TO: schedule@mandh.com

CONTRACTOR, TERMS:



47238
Runfola & Associates
9039 Antares Ave.
Columbus, OH 43240

CONTRACTOR'S CONTACT: Sandy Kin

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

BID CONTRACT NO.: RS901812-9

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 841-7759
E-mail address: skin@tmrgroup.com

E-MAIL TO: skin@tmrgroup.com

CONTRACTOR, TERMS:

Minority Business Enterprise

182554
DCR Denmark Court Reporting
33 Towne Commons Way, #24.
Woodlawn, OH 45215

CONTRACTOR'S CONTACT: Angela Denmark

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

*BID CONTRACT NO.: RS901812-11

TERMS: 2% Net 30 Days

DELIVERY: As Specified

Telephone: (513) 254-8753
E-mail address: angela@dcragency.com

E-MAIL TO: angela@dcragency.com

*Indicates change

CONTRACTOR, TERMS:

*BID CONTRACT NO.: RS901812-10



Minority Business Enterprise

49469
E&M Associates dba Deposition Specialists
35 E. Gay Street, Suite 300
Columbus, OH 43215

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 221-4034

Toll Free: (888) 638-2707

Fax: (614) 224-5399

E-mail address: depospecialists@aol.com

CONTRACTOR'S CONTACT: Cheryl Johnson

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-MAIL TO: depospecialists@aol.com

*Indicates change

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BID EXHIBIT ONE

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		

*Indicates repagination

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.

*Indicates repagination

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.

*Indicates repagination

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.

*Indicates repagination

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
9	04/21/16	To correct the contract numbers for E&M Associates and DCR Denmark Reporting to match the contract numbers in OAKS.
8	03/24/16	To remove McGinnis and Associates, Inc. from the contract.
7	04/01/15	To add MBE contractors to Districts 5, 6 and 8, renew the contract through December 31, 2016, add new addresses for Quarterly Sales Reports and Contractor Revenue Share and to repaginate
6	02/01/15	To renew contract through 03/31/15, to update the contact email address, and remove Bish & Associates from the contract.
5	01/01/15	To renew contract through 01/31/15 and, to update the contact email address.
4	9/4/13	To remove Runfolo & Associates from districts 1-5 and 7-12 service areas.
3	11/23/12	To list Bish and Associates, LLC's new mailing address.
2	08/17/12	To correct the referenced bid number, RS902512, on page one of the revised contract.
1	06/08/12	To add Districts 7-9, Stenographic Reporting and Section 2, Digital and Electronic Reporting. Update the index page to reflect the additions to the contract. Pages 2, 24-33, 36 and 42.