AGREEMENT FOR
LAW ENFORCEMENT TRANSCRIPTION SERVICES

THIS AGREEMENT, made this 23RD day of ~~SEPTEMBER~~ October 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Net Transcripts, Inc., a Wisconsin corporation, ("Contractor" or "Company"), whose address and phone number are 425 South 48 Street, Suite 101, Tempe, AZ 85281, Phone: 800-942-4255, Fax: 480-556-9676, Email: Info@nettranscripts.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Request for Proposal No. 135-11163, Law Enforcement Transcription Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated March 4, 2013, ("Exhibit B"), except that the paragraph titled "Confidential Information" contained on Page 5 of the Contractor's response to the RFP is deleted, and all notations in the Contractor's response to the RFP suggesting that portions of the Contractor's response to the RFP are confidential are deleted.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated Oct 3rd, 2013, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 16, 2013, and shall end on April 15, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits:	$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

BB. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions

that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Secretary

CONTRACTOR

By: _____
Print Name: SHANE MIRKOVICH
President

(CORPORATE SEAL)

STATE OF ARIZONA :
COUNTY OF MARICOPA :

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 2013, by SHANE MIRKOVICH as president for Net Transcripts, Inc., a Wisconsin corporation.

(SEAL) Notary Public State of Arizona
Maricopa County
Julie A Hockings
My Commission Expires 05/24/2016

Julie A. Hockings
Notary Public, State of ARIZONA
(Signature of Notary Public)

JULIE A. HOCKINGS
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification —
Type of Identification Produced —

EXHIBIT A

Solicitation 135-11163

Law Enforcement Transcription Services

Bid designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

CONTRACT COPY

Bid 135-11163
Law Enforcement Transcription Services

Bid Number	**135-11163**
Bid Title	**Law Enforcement Transcription Services**
Bid Start Date	**Feb 14, 2013 3:32:21 PM EST**
Bid End Date	**Mar 6, 2013 2:00:00 PM EST**
Question & Answer End Date	**Feb 25, 2013 2:00:00 PM EST**
Bid Contact	**Michael F Walker** **Procurement & Contracts Manager** **Procurement** **954-828-5677** **mwalker@fortlauderdale.gov**

Changes made on Feb 21, 2013 7:07:32 AM EST

Changes were made to the following items:
Law Enforcement Transcription Services

Changes made on Feb 26, 2013 3:06:05 PM EST

Changes were made to the following items:
Law Enforcement Transcription Services

Description
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Law Enforcement Transcription/Translation Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).
For information concerning procedures for responding to this solicitation , contact the Procurement and Contracts Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov . Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).
Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

Added on Feb 21, 2013:
Under PART IV - Technical Specifications, item 6.b states: "Indicate the length of transcript in minutes" (this should be changed to "pages", and 6.c states: "Indicate the assocated charge for transcript based solely on length of recording based on minute count", (this should state "page count").
Added on Feb 26, 2013:
Please delete from PART IV - Technical Specifications, Item 5.c., "Font size should be 9 to 10 pica". The Characters should be 12-point Times New Roman print as stated in 5.d.

Changes made on Feb 21, 2013 7:07:32 AM EST

Changes made on Feb 26, 2013 3:06:05 PM EST

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES
This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS
The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor,

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

RFP # 135-11163
TITLE: Law Enforcement Transcription/Translation Services

PART I – INTRODUCTION/INFORMATION

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Law Enforcement Transcription/Translation Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact the Procurement and Contracts Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT
There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

Contractor must be able to provide Law Enforcement Transcription Services and also Translation Services for Spanish and Creole into English and vice versa.

06. PRICING/DELIVERY
All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	02/14/13
Deadline for Questions/Request for Clarifications	02/25/13
Addendum (If required)	02/26/13
Proposal Due Date/Time (Deadline)	03/06/13

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS
RFP General Conditions Form G-107 Rev. 11/12 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

03. RFP DOCUMENTS
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

05. RULES AND PROPOSALS
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

06. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS
Prices quoted shall be firm for the initial contract term one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

12. RELATED EXPENSES/TRAVEL EXPENSES

No travel will be required for this RFP.

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves

the right to cancel the Contract for cause. See Section 5.09 General Conditions.

16. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits:	$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

17. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

18. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

19. OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

20. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.
Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

21. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

22. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

22. SAFETY
The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a

roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

23. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

24. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:
http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

25. BID TABULATIONS/INTENT TO AWARD
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Office at 954-828-5933.

26. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

27. LOCAL BUSINESS PREFERENCE
Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http:/www.fortlauderdale.gov/purchasing/index.htm

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES COMPLIANCE DOCUMENT

Below are the City's technical specifications of services which the City would like Contractor to designate , if they can comply be checking off YES or NO, and if NO, please state why you cannot meet this requirement. **If you can comply please provide "HOW" you will comply.**

If you need additional space for your response, you may provide additional pages referencing each items below.

Internal Affairs requirements for transcription services

1. Provide accurate transcriptions. Accurate transcripts shall be defined as those transcripts with no more than an average of one error per ten pages, excluding proper pronouns.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

2. Provide a website (a location on the World Wide Web/Internet) that has the capability to accept the single transfer of multiple digital audio files (Windows Media Audio format).

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

3. Contractor should email the City within 24 hours of receipt of transferred file(s) that have been uploaded (transferred) to the website acknowledging receipt/ability to access the audio file(s).

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

4. Contractor should return to the City via email a transcription of each uploaded digital audio file in Microsoft Word format within the twenty-four hour (expedited) or three-day (normal) delivery timeframe.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

5. Transcripts shall be typed in Microsoft Word 97 or greater, in the following format:

   a. Double-spaced

   b. One-inch margins

   c. Font size should be 9 or 10 pica

   d. Characters should be 12-point Times New Roman print

   e. There should be no less than 56 characters per line on questions and answers unless the text of the speaker ends short of marginal requirements

   f. Date and time of audio statement and speakers names, at top of page

   g. Page numbers at bottom center of page (Page X of Y)

   h. Speakers identified by their initials and their dialogue typed verbatim (only language from audio file should appear on transcript unless noted as unintelligible). Contractor will need to include consecutive line numbers on each page for Internal Affairs statements. This is needed to reference specific quotes that were included in the reports. All transcripts must be archived and purged after ninety (90) days.

   i. Transcriber initials at bottom of document.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

   _____

6. Contractor should submit an invoice to the City for transcript(s) as follows:

   a. Identify the interviewee name(s) provided by the City

   b. Indicate the length of transcript in minutes

   c. Indicate the associated charge for transcript based solely length of recording based on minute count, for standard or next-day (expedited delivery) - (as specified by the City)

   Comply: YES_____ NO_____

   Comments:

   _____

_____

_____

PERFORMANCE STANDARDS

1. The Contractor should return all phone calls, voicemail, e-mail or pages left by Fort Lauderdale Police Department (FLPD) within eight (8) business hours.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

2. The Contractor shall notify FLPD within 24 hours if the Contractor is unable to open or otherwise access any e-mail or digital audio file transmitted to the Contractor by FLPD.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

3. The Contractor shall electronically deliver all documents due under this contract as a Microsoft Word file.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

4. The Contractor should ensure that all documents due under the contract with FLPD are prepared, to the extent applicable, in accordance with [the Scope of Services].

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

5. The Contractor should accept 100% of the work offered pursuant to the contract and the terms of this contract.

   Comply: YES_____ NO_____

Comments:

_____

_____

6. The Contractor should make every effort to reduce and minimize the number of pages prepared to the extent that all documents comply with this contract.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

7. The Contractor should provide accurate transcriptions. Accurate transcripts shall be defined as those transcripts with no more than an average of one error per ten pages, excluding proper pronouns.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

8. The Contractor should be able to demonstrate that their transcribers are qualified by having a working knowledge of Law Enforcement. The nature of our transcription requirements establishes the need for a proven track record in having qualified transcribers.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

   _____

   _____

9. The Contractor should have a proven track record with other Law Enforcement Agencies that have demonstrated confidentiality of transcripts related to on-going criminal investigations, and upon request, provide three references within the field.

   Comply: YES_____ NO_____

   Comments:

   _____

   _____

   _____

10. The Contractor should be able to demonstrate safeguards used to protect the confidentiality of all work products.

Comply: YES_____ NO_____

Comments:

_____

_____

_____

11. The Contractor shall prevent any unauthorized access to all voice files sent to them by the City. Voice files produced during a confidential investigation shall be so marked by the City, and the Contractor shall ensure all staff shall maintain the confidential nature of the voice files by not disclosing their content in any fashion other than to authorized personnel. Disclosing encompasses any method of dissemination including, but not limited to, verbal, written, or audio transmission.

Comply: YES_____ NO_____

Comments:

_____

_____

12. Standard statements should be received back within 5 days, regardless or the weekend, or three business days as standard.

Comply: YES_____ NO_____

Comments:

_____

_____

13. The Contractor must have rush services available, where a transcript can be received expedited – within 48 hours and overnight 24 hours.

Comply: YES_____ NO_____

Comments:

_____

_____

14. The Contractor will proofread the completed transcripts for spelling errors and should have a quality control of 98.6% accuracy or higher.

Comply: YES_____ NO_____

Comments:

_____

_____

15. The Contractor should have a notification system in place to alert user that item is received, in processing, with error/blank or finished and ready download.

Comply: YES_____ NO_____

Comments:

_____

_____

16. The Contractor should demonstrate an organized secure database designed to keep users and downloads organized and delivery/access to the appropriate user.

Comply: YES_____ NO_____

Comments:

_____

_____

17. The Contractor should have experience in transferring audio and word files to and from, using a secure electronic system.

Comply: YES_____ NO_____

Comments:

_____

_____

18. Contractor should have experience dealing with law enforcement interviews and maintaining absolute confidence.

Comply: YES_____ NO_____

Comments:

_____

_____

19. Contractor should have a forced input system to capture information such as case number, interviewee name, etc. during web upload.

Comply: YES_____ NO_____

Comments:

_____

_____

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required, including method of transferring recorded media, transcript delivery, accuracy & quality control and security & confidentiality. Ability to comply with the PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES COMPLIANCE DOCUMENT	**40%**
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	**30%**
Cost to the City	**30%**
TOTAL PERCENT AVAILABLE:	**100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (4) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, rates for all services identified in this request for proposal. No other costs will be accepted. Please provide below both the unit price per page for each service below and the extended Total Price. The City is looking for one Contractor to award for all the items stated below. These are annual estimated quantities, and there is no guarantee of these quantities, as they may vary.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

SERVICE	ESTIMATED ANNUAL QUANTITY		FIRM UNIT PRICE PER PAGE	TOTAL PRICE
1. Transcription Services – (Standard 3 business days)	70,000	X	$_____ per page	$_____
2. Transcription Services – Next Day (1 business day – 24 hours)	3,000	X	$_____ per page	$_____
3. Spanish Translation (from English)	100	X	$_____ per page	$_____
4. English Translation (from Spanish)	2,500	X	$_____ per page	$_____
5. Creole Translation (from English)	80	X	$_____ per page	$_____
6. English Translation (from Creole)	2,000	X	$_____ per page	$_____
7. All other Foreign Language Translation	500	X	$_____ per page	$_____
Grand Total				$_____

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: Bid/Proposal and Signature pages

Tab 2: Non-Collusion Statement

Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal and should include your company profile information.

Tab 4: Statement of Proposed Services. Proposals should respond to scope of work and be comprised of two general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications and staff assigned to this account with their experience and skills they bring to this assignment.

Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State you're from.

Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.

Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including providing method for transferring recoded media, including web-based, file transfer protocol, supported media formats and analog media conversion. Proposers should provide method of transcript delivery, turnaround time, transcript format, accuracy & quality control and security & confidentiality.

Tab 9: PART VII - PROPOSAL PAGES – COST PROPOSAL PAGE including any additional services available in-house, not requested by the City with fee schedule for those services (For Informational Purposes Only).

Tab 10: List of five clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary. Please see PART VIII – References.

Tab 11: Any additional attachments to your proposal.

PART VIII - REFERENCES

Please list five references with government agencies (law enforcement agencies preferred and/or private firms with whom you have done business during the last three years:

1. COMPANY NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

WORK COMPLETED FOR YOUR REFERENCE: _____

_____

DATE OF SERVICE: _____

2. COMPANY NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

WORK COMPLETED FOR YOUR REFERENCE: _____

_____

DATE OF SERVICE: _____

3. COMPANY NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

WORK COMPLETED FOR YOUR REFERENCE: _____

DATE OF SERVICE: _____

4. COMPANY NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

WORK COMPLETED FOR YOUR REFERENCE: _____

DATE OF SERVICE: _____

5. COMPANY NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

WORK COMPLETED FOR YOUR REFERENCE: _____

DATE OF SERVICE: _____

RFP NO. 135-11163

TITLE: Law Enforcement Transcription Services

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 20__, by _____ and _____as _____ and _____ respectively, of _____. They are ☐ personally known to me or ☐ have produced _____ as identification.

(SEAL)

_____
Notary Public, State of
(Signature of Notary taking Acknowledgment)

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

_____
Commission Number

August 1, 2012

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
_____	_____
_____	_____
	_____
	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:_____
(signature) (date)

Name (printed)_____ Title:_____

Company: (Legal Registration)_____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address:_____

City_____ State:_____ Zip_____

Telephone No._____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ **NO**_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances:

_____

_____

revised 11-29-11

Question and Answers for Bid #135-11163 - Law Enforcement Transcription Services

OVERALL BID QUESTIONS

Question 1
Will this be a single award package or will it be split amoung several vendors? **(Submitted: Feb 18, 2013 11:06:23 AM EST)**
Answer
- The City's intent is to award to a single responsive responsible propoer, however, that will be deteremined by the Evaluation Committee. **(Answered: Feb 18, 2013 11:07:40 AM EST)**
- Under PART 1 – Introduction/Information, Item 6 Award it states: Award may be by Group or item whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the products/services that will best serve the needs of the City of Fort Lauderdale. **(Answered: Feb 22, 2013 10:29:49 AM EST)**

Question 2
The quote page says prive per page, while per word usually provides client with better pricing. Can we quote per word so City can get lower price? **(Submitted: Feb 18, 2013 11:08:37 AM EST)**
Answer
- The City is requesting as stated the ARFP, that all pricing be per page, not per word. If you do not follow directions as stated in the RFP, your firm may be deemed non-responsive. **(Answered: Feb 18, 2013 11:09:37 AM EST)**

Question 3
Who is the current vendor? What rates are they charging under the current contract for each service being requested in the RFP? **(Submitted: Feb 20, 2013 4:50:21 PM EST)**
Answer
- Thew City is currently piggybacking the City of Hollywood contract until be put our own in to place. Globespan Medical, Inc., d/b/a Globespan Transcription is the current vendor that we are using from the City of Hollywood contract at a rate for Transcriptions of $1.68 per page, and Spanish Translation to English and vise vera at $11.00 per page. **(Answered: Feb 21, 2013 7:01:36 AM EST)**

Question 4
Part 6 asks for charge based on length of recording but the bid asks for price per page. What is the purpose of providing charges by the recorded minute?
It is my understanding Florida State Statutes call for government agencies to pay bills within 30 days. Will the City reconsider the 45-day payment timeline? **(Submitted: Feb 20, 2013 5:07:28 PM EST)**
Answer
- Under PART IV - Technical Specifications, item 6.b and 6.c should state pages not minutes. (This was an error). Payments as stated in General Conditions, Item 1.04 is net 45 days after satisfactory delivery. **(Answered: Feb 21, 2013 7:01:36 AM EST)**

Question 5
I note you want to award the contract to one vendor. Can the RFP be split up if do not have the capability of translating services? **(Submitted: Feb 21, 2013 9:13:18 AM EST)**
Answer
- Under PART 1 – Introduction/Information, Item 6 Award it states: Award may be by Group or item whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the products/services that will best serve the needs of the City of Fort Lauderdale. **(Answered: Feb 22, 2013 10:29:49 AM EST)**

Question 6
What is the anticipated value of the contract per year? **(Submitted: Feb 21, 2013 12:49:47 PM EST)**
Answer
- The anticiapated value is estimated at approximately $75,000 per year, however this is unknown as we had done these services for most of last year in-house. **(Answered: Feb 21, 2013 1:36:57 PM EST)**

Question 7
How many pages were produced for the department in 2012? **(Submitted: Feb 21, 2013 12:51:21 PM EST)**
Answer
- The estimated amount of pages stated in the RFP is similar to the amount that was done in 2012. **(Answered: Feb 21, 2013 1:36:57 PM EST)**

Question 8
What was the volume of translations required in 2012? **(Submitted: Feb 21, 2013 12:54:33 PM EST)**
Answer
- The estimated volume of translations stated in the RFP is similar to the amount that was done in 2012. This is our first bid the City has ever done for these services, so these are only estimates and there is no guarantee of these guantities. **(Answered: Feb 21, 2013 1:36:57 PM EST)**

Question 9
Is it allowable for labor or data-processing for this contract to be performed outside of the United States? **(Submitted: Feb 21, 2013 2:01:11 PM EST)**
Answer
- The Evaluation Committee will review all RFP proposals and determine what is in the best interest of the City. If labor ot data processing is going to be performed outside of the United States, it should be stated in the Contractor's RFP response and where it is going to be done. The CIty is very conerned with security issues with the confidential information and as stasted in the RFP, under perfromance standards would require the Contractor to be able to demonstrate safeguards used to protect the confidenitality of all work products. (Also review and respond to Questions 11 and 16 in the RFP that also question unauthorized access and demonstrating an organized secure database. **(Answered: Feb 22, 2013 10:29:49 AM EST)**

Question 10
Weód like clarification on your request for 9 to 10 pica. We are not familiar with quantifying our font size in this fashion. Is that request analogous to the 12pt Times New Roman, listed below it? **(Submitted: Feb 25, 2013 11:52:27 AM EST)**
Answer
- Please delete from PART IV - Technical Specifications, Item 5.c., "Font size should be 9 to 10 pica". The Characters should be 12-point Times New Roman print. **(Answered: Feb 26, 2013 3:04:56 PM EST)**

EXHIBIT B

CONTRACT COPY

net Transcripts
Since 1988

City of Fort Lauderdale
RFP # 135-11163
Law Enforcement Transcription/Translation Services

March 6, 2013 @ 2:00 PM EST

COPY

Presented to:
Michael F. Walker
City of Fort Lauderdale
Procurement Services Division
City Hall, Room 619
100 North Andrews Ave.
Fort Lauderdale, FL 33301

Net Transcripts, Inc.
425 S. 48th Street, Suite 101, Tempe, AZ 85281
(800) 942-4255 | www.NetTranscripts.com

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BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ 3/4/2013
(signature) (date)

Name (printed) SHANE MIRKOVICH Title: COO

Company: (Legal Registration) NET TRANSCRIPTS, INC.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 425 S 48TH STREET, SUITE 101

City TEMPE State: AZ Zip 85281

Telephone No. (800) 942-4255 FAX No. (480) 556-9676 Email: INFO@NETTRANSCRIPTS.COM

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1

Payment Terms (section 1.04): NET 45 Total Bid Discount (section 1.05): 0%

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A WBE N/A

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
Addendum #1	February 21, 2013
Addendum #2	February 26, 2013

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES X **NO** _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

N/A

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

net Transcripts
Since 1988

Michael F. Walker
City of Fort Lauderdale
Procurement Services Division
City Hall, Room 619
100 North Andrews Ave.
Fort Lauderdale, FL 33301

RE: RFP # 135-11163 – Law Enforcement Transcription/Translation Services

Mr. Walker

On behalf of Net Transcripts, I would like to thank you for the opportunity to participate in this bid. The following proposal addresses how Net Transcripts' secure, Web-based service makes it easy and convenient to place, monitor and retrieve transcription requests 24 hours a day, 7 days a week.

It was a pleasure to have served the Fort Lauderdale Police Department until recently and we hope that our response to this request is found to be very competitive. Net Transcripts strives to provide superior service, which is why law enforcement agencies across the county trust and rely on Net Transcripts to accurately and transcribe confidential recordings that are critical to your investigations. It is our goal to support investigations with a cost effective solution for managing transcripts.

Our Web-based Order Center was specifically developed to facilitate the secure, encrypted transfer of digital audio recordings to us for processing and the return transfer of completed transcribed documents within a secure communications and operation environment. It also provides the ability to search through past and pending order requests and offers a centralized solution to managing transcription requests.

I hope you will find our response meets and hopefully exceeds the requirements and qualifications specified to provide the Fort Lauderdale Police Department with secure and confidential transcription services. However, we would like to bring special attention to the following topics:

Caution Against Offshore Transcription Sources

You will notice in our response that Net Transcripts promotes the fact that our services are provided by professionals who are all located within the United States. Our experience has been that a majority of offshore transcription companies typically specialize in medical or financial transcription and cannot handle the language or the specific skills required for the more demanding challenge involved with law enforcement transcription. Professionals from off-shore countries tend to miss the nuances of Americanized English, which often results in surprising errors and, thus the need to perform costly and time consuming corrections to transcripts needed as evidence in the prosecution of crime. Additionally, not all international organizations recognize the rule-of-law that American's require. Accordingly, we found there is no way to hold off-shore

professionals accountable for their actions. To clarify, all transcription services provided by Net Transcripts are produced by highly qualified American citizens who work and reside within the United States.

Electronic File Transfer: Encrypted Website versus Email

Net Transcripts proposes that Fort Lauderdale Police Department utilize our Web-based Order Center to securely transfer files electronically, rather than transferring files via email. Net Transcripts' Web-based Order Center was specifically developed to facilitate the secure, encrypted transfer of digital audio recordings to us for processing and the return transfer of completed transcribed documents within a secure communications and operation environment. Emails, even encrypted emails, are more vulnerable to interception and could easily get lost, deleted, misdirected or blocked by junk or spam filters and are therefore not the most secure or reliable method of transfer. Furthermore, emails are also generally prone to Public Information and FOIA Requests.

Hours of Operation

Orders may be placed anytime, however Net Transcripts' business hours are Monday – Friday from 8:00 am CT to 6:00 pm CT. Orders placed during these hours will be processed on the day they are received. Orders received after hours will be processed the next business day. By special arrangement, NT can provide support and services outside these standard business hours. Net Transcripts observes the following holidays: New Year's Day, Memorial Day, July 4th (observed), Labor Day, Thanksgiving and the day following, Christmas Eve, Christmas Day and New Year's Eve.

Confidential Information

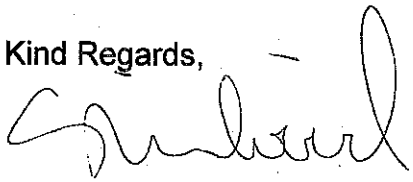
Net Transcripts has several portions within this response as Confidential and respectfully request that information not be disclosed as public information. Net Transcripts shall provide redacted copies upon request.

Net Transcripts has proven to be a successful solution for government agencies nationwide and has been acclaimed for the last 5 years by INC5000 as one of America's fastest growing companies. As evidence of its national acceptance, Net Transcripts has also been featured in leading government publications including Police Chief, Law Enforcement Technology and Government Procurement magazines.

I hereby acknowledge that I am a corporate officer of Net Transcripts, Inc., a Corporation, and have the authority to contractually bind the Company.

Should you have any additional questions or seek further information, please contact me so I can be of assistance.

Kind Regards,



Shane Mirkovich, COO
Net Transcripts, Inc.

SECTION 4 – STATEMENT OF PROPOSED SERVICES

4.1 Company Profile

Company Headquarters:	Net Transcripts, Inc. 425 S. 48th Street, Suite 101 Tempe, AZ 85281
Toll-free:	(800) 942-4255
Phone:	(480) 948-9241
Fax:	(480) 556-9676
Email:	info@nettranscripts.com
Website:	http://www.nettranscripts.com
FEIN#:	36-4224045
DUNS#:	011391154
Cage Code:	52G75

Net Transcripts is a high-volume, verbatim transcription and translation company located in Tempe, Arizona. In business since 1988, Net Transcripts serves hundreds of government agencies nationwide. Our customers include police departments, sheriff's offices, city and district attorneys, public defenders, child protective services, fire departments and other municipal, state and federal government agencies.

Net Transcripts is a Small Business Enterprise (SBE), wholly owned by the Company's Chief Executive Officer, Gary Nudd. We do not have any existing debt, Small Business loans, Venture Capital or other forms of debt which would give another individual or entity an ownership claim in the Company. Net Transcripts does not anticipate making any divestitures, acquisitions, mergers, buyouts or takeovers in the near future that could otherwise, interrupt or adversely affect the quality and availability of our services. Financial information can be provided upon request.

Net Transcripts' maintains a staff of twenty-three (23) full-time employees that are responsible for coordinating daily operations. This includes management, human resources, accounting, sales, production and quality control departments. Furthermore, we have a team of 150+ transcribers available, located domestically throughout the United States, who are specifically experienced with typing law enforcement and criminal justice transcripts. These individuals have also passed the background screening process as described in Section 7.6.2 – Confidentiality & Employee Screening.

Net Transcripts' proprietary database and server are hosted in a Tier 4 state-of-the-art data storage facility which provides multiple levels of data

communications (ISP), and power redundancy as well as 24/7 physical security to monitor access.

It is our goal to provide government agencies with a secure, cost efficient alternative for completing the transcription of highly sensitive, confidential information. We realize this is a critical task that many agencies rely upon but often struggle with having processed by in-house personnel. At Net Transcripts, we strive to provide a secure, user-friendly service and to reliably and accurately process large volumes of transcription at significantly less cost. As such, our customers have experienced the proven and significant savings of time, money and personnel resources when utilizing Net Transcripts' services.

4.2 Assessment of Work

As the nation's leading provider of transcription services to law enforcement and criminal justice agencies, Net Transcripts understands and is very familiar with the nature of the work to be performed under the scope of this solicitation. We have over 20 years of experience typing recordings that are investigative in nature and/or include multiple speakers in a question and answer format. The work we transcribe is typically highly confidential and requires the utmost accuracy. Therefore, we have stringent confidentiality, security and quality control measures already in place.

We have significant experience transcribing recordings for other municipal, state and federal law enforcement agencies – it's our area of specialty. We anticipate the scope of work to be similar in nature to what we have received from these agencies, which typically include a vocabulary of words and acronyms unique to law enforcement and requires the accurate identification of different speakers. It is common for these recordings to be conducted in uncontrolled environments, over the phone, with a body wire, with uncooperative subjects or under other circumstances that may make the resulting audio file more difficult to understand than a conventional, controlled recording. Net Transcripts has the existing infrastructure and resources available to handle the volume of work anticipated by the Department (approximately 78,180 typed pages) in a timely and reliable manner.

4.3 Qualifications & Experience

Net Transcripts is the nation's leading provider of criminal justice and law enforcement transcription services. We specialize in the transcription of investigative and narrative audio recordings from law enforcement and other government agencies. We do not process medical transcription, insurance transcription, etc. As such, our transcriptionists are highly experienced and skilled in the specific nuances, terminology and procedures associated with this often challenging type of transcription.

Since 1988, Net Transcripts has been providing transcription services and now serves local municipalities, county, state and federal agencies nationwide. This includes police departments, sheriff's offices, city and district attorneys, public defenders, child protective services, inspector's general offices, fire departments and other government agencies. The scope of work we process includes patrol and case report narratives, interviews, interrogations, witness and victim statements, child interviews, 911 and dispatch communications and more. We have the flexibility and scalability to staff as needed to accommodate for fluctuations in order volumes and to continue processing work for all of our customers in a timely manner.

Net Transcripts has been recognized by INC Magazine as one of America's fastest growing small companies for 2012 and one of Phoenix's Top 100 Companies. This is the fifth consecutive year that Net Transcripts has qualified for this award and been included in the INC5000 listing. Net Transcripts is the only transcription company to have achieved this annual award.

[CONFIDENTIAL INFORMATION] In 2012, Net Transcripts completed over 59,000 transcription orders, or approximately 5,000 transcripts per month. This is equivalent to approximately 1,960,000 minutes of recorded audio or 1,297,000 pages transcribed. Of that, over 27% of the work was processed within 24 hours or less. The average recording was approximately 34 minutes, resulting in an average transcript of 22 pages. [END]

Net Transcripts primarily utilizes its proprietary, online database to process all transcription requests. This interface allows users to electronically transfer digital audio recordings, including .mp3 files, to Net Transcripts for processing. Secure Sockets Layer (SSL) technology encrypts and protects all data transferred and stored on this database. Net Transcripts also maintains a password protected File Transfer Protocol (FTP) site for the digital transfer of large (>250MB) digital files and also owns a Dictaphone dial-in, dictation system.

Net Transcripts also maintains the ability to process transcription from non-digital media as well (cassette tapes, audio CDs, DVDs, etc). Non-digital media must be mailed to Net Transcripts, which should be sent via a secure courier. For a complete list of the wide variety of both digital and analog audio and video sources Net Transcripts can process, please see Section 7.3.4 – Supported Media Formats.

Upon receipt of audio, Net Transcripts has an extensive team of professionally trained and dedicated verbatim transcribers who process all English-spoken transcription requests. The transcription team utilizes professional digital transcription software, which includes foot pedal control, variable speed playback, multi-channel control, sound enhancement and more. This software supports a wide variety of digital audio files. Net Transcripts utilizes highly experienced transcribers, proofers and quality control staff to complete all work.

We do not employ the use of voice recognition, which we consider insufficient for processing audio containing multiple speakers and/or audio which is of poor quality recording.

All completed transcripts are reviewed by Net Transcripts' Quality Control Department to ensure 98.8% accuracy before they are delivered to the customer. It is Net Transcripts' standard practice to deliver completed transcripts, by downloading them via Net Transcripts' secure, Web-based interface.

[CONFIDENTIAL INFORMATION] Net Transcripts serves hundreds of criminal justice, law enforcement and government agencies nationwide. In our home state of Arizona, we are currently providing services to most major agencies, which includes Maricopa County Sheriff's Office, Maricopa County Attorney's Office, Phoenix Police Department, Scottsdale Police Department, Glendale Police Department, Chandler Police Department, and Tucson Police Department -- just to name a few. Net Transcripts has served over 100 agency accounts in California alone, which include a majority of the District Attorney's Offices, including Alameda, Butte, Contra Costa, Santa Cruz, Santa Clara, Lassen, Modoc, Santa Barbara, San Diego, Shasta and Ventura Counties; and also major Police Departments such as Sacramento, San Diego, Riverside, Fresno and Bakersfield. We also provide transcription and translation services to many other agencies across the southwest -- Metropolitan Las Vegas Police Department, North Las Vegas Police Department, Denver Police Department, Austin Police Department and Wichita Police Department.

Net Transcripts also provides transcription services to many agencies throughout the southeast. Some of these agencies include, Mobile County District Attorney's Office (AL), over a dozen Judicial Circuit District Attorney's Offices and local Law Enforcement agencies throughout Georgia including Atlanta Police Department. We also serve dozens of agencies throughout Florida including Cape Coral Police Dept, Coconut Creek Police Dept, Winter Garden Police Dept and many others. Net Transcripts serves many clients throughout the northeast as well, including agencies in Connecticut, Maryland, New Jersey, Pennsylvania and Virginia. [END]

4.4 Key Personnel

Net Transcripts intends to utilize the following key personnel during the performance of this contract.

[CONFIDENTIAL INFORMATION]

Gary Nudd, President/Chief Executive Officer
As Net Transcripts' CEO, Gary Nudd has organized and recruited many of the Company's team of professionals to ensure that Net Transcripts attains and maintains a leadership role in its Transcription and Translation services and solutions markets. He works closely with the management team in guiding the

overall direction of the Company and focuses upon plans and strategies for more successful sales and customer support services.

Shane Mirkovich, Chief Operations Officer
Shane has been Net Transcripts' Chief Operations Officer for most of his 15 years with the Company and serves as its chief technology officer, as well. He has implemented many service and technology innovations for this industry, following a strong educational background, including a Master's degree in training that directly supports the Company's many achievements. He has directed its development via one of Arizona's leading software companies, an alliance provider of software development, network design, systems management and other systems services. Shane oversees the Company's data security and back-up processes, also hardware and communications redundancy capability which is contracted with a leading network server hosting facility located in Scottsdale, AZ.

Aaron Hammer, Vice President Sales & Customer Support
As Sales and Customer Support Manager, Aaron brings over 10 years of sales and customer service experience to Net Transcripts. With Net Transcripts since early 2007, Aaron oversees the implementation of sales and marketing strategies, assists customers with technical issues and trains new users on the Company's web-based order center. Aaron manages the Company's sales, customer support and marketing teams and coordinates client requests and special projects with the Production and Quality Control Departments.

Lisa Hughes, Production Manager
With Net Transcripts since early 2006, Lisa's ability to "change hats" and fulfill a variety of rolls makes her a valuable member of the Net Transcripts team. As Production Manager, Lisa works closely with the Quality Control and HR Managers to ensure timely delivery of transcripts, assist customers, and manage the transcription process. Lisa has developed close, working relationships with many of our customers, providing unequivocal service.

Jake Gilbert, Quality Control Manager
Jake has been with Net Transcripts since 2005. Jake emerged early as a leader and has helped oversee the expansion of Net Transcripts' Quality Control Department. Jake is dedicated to continuing Net Transcripts' industry leadership by providing superior accuracy levels and 100% on time delivery, as well as on-going training for transcriptionists. He is an experienced professional with a history in customer service, relationship building, and deadline compliance. Jake also manages the creation of formatting templates, macros and other tools used by the Quality Control and Transcription Teams.

Julie Hockings, Human Resources Manager
Julie manages a team of domestic transcriptionists, translators and proofers and alliance partners who are linked by Net Transcripts' secure third generation Web-Database system. She is responsible for coordinating availability and contractor

accountability with the Production and Quality Control Departments. She provides contractors regular feedback and ensures adequate staffing levels are maintained. She is continuously recruiting, training and evaluating our transcription team.

Subcontractors

It is Net Transcripts intent to utilize well-qualified, vetted and experienced subcontractors during the performance of this contract. Per Part III – Special Conditions, Section 17 of the original solicitation, Net Transcripts hereby requests the consent to utilize subcontractors for the performance of this contract. A current list of qualified subcontractors can be provided upon request.

Net Transcripts utilizes highly experienced and skilled subcontractors to process all transcription. We have 150+ transcribers located throughout the United States, who transcribe only law enforcement and criminal justice transcripts. The scope of work they process includes patrol and case report narratives, interviews, interrogations, depositions, witness and victim statements, child interviews, wire-taps, 911 calls, jail calls, dispatch communications, judicial hearings and other investigative-related material. The majority of these subcontractors qualify as small, women-owned, minority-owned or otherwise disadvantaged businesses.

Net Transcripts contracts with only the most qualified candidates, placing a premium on previous law enforcement and/or legal experience. Only 2 of every 100 applicants are able to pass the firm's rigorous testing requirements for acceptance and placement under contract. The ability to type a minimum of 80 net words per minute is required of all transcribers. They must also demonstrate exceptional accuracy, skill and knowledge of computers, specifically Microsoft Office and transcription software. There is an initial assessment period before any individual is able to complete client work. Therefore, it is essential that transcribers have an appropriate education, extensive transcription experience and are able to proof documents to be at least 98.8% accurate.

All subcontractors undergo a national-level criminal background check. Criminal checks include a nationwide search for public records of felonies and misdemeanor offenses. Each individual is also checked against the national Sexual Offenders Registry. No person with felony arrests or involvement with misdemeanors of moral turpitude, perjury or false statement issues shall be permitted to be involved in any manner. This background-checking procedure has been accepted by all of the firm's current users. The company that completes these security checks on behalf of Net Transcripts is SentryLink, 7500 Greenway Center Dr., Greenbelt, MD 20770.

Furthermore, their identities are confirmed by local law enforcement who also finger print each applicant. Fingerprint cards are maintained on file. Their social security number(s) are confirmed and a complete home address history is verified. Address history is used to verify where they have worked and the time

frames stated on the applicant's resume. All subcontractors are also bound by a Confidentiality Agreement, which includes Conflict of Interest provisions that were specifically created for the services that Net Transcripts performs. A copy of this agreement can be provided upon request.

Please note that all employee and subcontracor personal info is hereby marked **CONFIDENTIAL** and we respectfully request this portion of our response not be disclosed as public information.

SECTION 5 – BUSINESS LICENSES

Net Transcripts is an Arizona-based Company, operating in the City of Tempe. No special licenses, permits or certifications are required for the performance of this contract. The City of Tempe, Arizona, does not require that Net Transcripts post a City-issued business license for the services we provide. However, Net Transcripts is registered and in good standing with the Arizona Secretary of State and Arizona Corporation Commission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sandie Yarnal CIC CISR AINS	
Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004	PHONE (A/C, No, Ext): 602-664-7075	FAX (A/C, No): 602-287-6775
	E-MAIL ADDRESS: syarnal@bbphoenix.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Prop Cas Ins. Co.	36161
INSURED	INSURER B : Travelers Indemnity Company	25658
Net Transcripts, Co. 425 S. 48th Street Tempe AZ 85281	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2018753535 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TT06303145	10/27/2012	10/27/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			BA0964P228	10/17/2012	10/17/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Misc E&O			TT06303145	10/27/2012	10/27/2013	2,000,000 2,000,000 $10,000	Per Claim Total Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured(s)applies with respects to General Liability per attached form CGD4 17 07 08 including Blanket Waiver of Subrogation.
Proof of Insurance Only

CERTIFICATE HOLDER

Net Transcripts
425 S 48th Street
Tempe AZ 85281

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra Lynn Yarnal

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SECTION 7 – METHOD OF APPROACH

7.1 Summary of Service

Net Transcripts proposes to provide the City of Fort Lauderdale Police Department (hereinafter referred to as "the Department") with Web-based Transcription Services. These services shall be primarily facilitated through Net Transcripts' proprietary online database, readily accessible at www.NetTranscripts.com.

Upon award of contract, Net Transcripts shall create user accounts for the Department and provide User IDs and passwords, with which designated individuals can gain confidential access to Net Transcripts' secure system. Net Transcripts' Web-based Solution is very flexible. At the Department's discretion, user accounts can be created for individual investigators or "common" accounts can be shared within a division or field office, for example.

Once logged into their respective account, designated users can then place transcription order requests. Once an order has been entered, digital audio files may be attached and transferred to Net Transcripts for processing. Upon completion, Net Transcripts shall attach a Microsoft Word document to the order and send an email notification to the designated Point(s) of Contact, which alerts them that the transcript is available for download.

Net Transcripts' Online Order Center gives the Department the ability to search through past and pending order requests and offers a centralized solution to managing transcription requests.

Once transcripts have been posted to the Department's account(s), they will be available for a ninety (90) day period, upon which they are automatically purged from the online database. The associated audio file(s) are also purged at this time. It is the Department's responsibility to make sure all order requests are retrieved from Net Transcripts. Transcripts are archived for up to three (3) years and may be made available to the Department upon direct request; however, an archive retrieval fee of $29.00 may be assessed. The Department shall provide written notice to Net Transcripts should the Department require that their transcripts not be archived.

7.2 Points of Contact

7.2.1 Key Personnel

Net Transcripts will designate key personnel as POC(s) for coordination of file transfer methods, turnaround times, transcript delivery, feedback and serve as general contract liaison. Additionally, general questions and order inquiries can be directed to general@nettranscripts.com. Emails received at this address are copied to management, production and quality control teams.

Executive Contact:	Shane Mirkovich, COO
	Office: 800.942.4255
	Cell: 480.216.0080 (after hours)
	Email: shane@nettranscripts.com
Account Manager:	Aaron Hammer, VP Sales & Customer Support
	Office: 800.942.4255
	Cell: 480.766.8642 (after hours)
	Email: aaron@nettranscripts.com
Billing Contact:	Anna Pena, Accounting Manager
	Office: 800.942.4255
	Fax: 480.556.9676
	Email: accounting@nettranscripts.com

7.2.2 Designated Users

The Department will designate a POC(s) for each user account they wish to have established. This person(s) will be responsible for submitting transcription orders, coordinating file transfer and will receive notification of transcript order completion for their respective account.

7.3 Transferring Recorded Media

Net Transcripts provides several different ways for our customers to transfer audio files to us for transcribing. Net Transcripts has developed these methods to securely outsource the transcription of both verbatim interviews/statements and dictated officer reports. We offer each method as described below so that our customers can conveniently and cost-effectively outsource their transcription.

7.3.1 Web-based Order Center

Net Transcripts prefers, and feels it is in the Department's best interest, to have all recorded media submitted electronically via Net Transcripts' encrypted online order center. Electronic communication is faster, saves shipping expenses and reduces the time, risks and cost involved in copying and transporting physical media. Users have the capability to 'attach' digital audio recordings directly to the corresponding order(s) when submitting a transcription order request through Net Transcripts' Web-based Order Center.

7.3.2 File Transfer Protocol (FTP)

Net Transcripts utilizes a secure FTP site for the transfer of large media files (>250MB). Should the Department need to transfer such files on a regular basis, a password protected folder will be created specifically for them. Otherwise, Net Transcripts will give the Department access to a

protected temporary folder upon request. Please note that files transferred via the FTP are not encrypted during transfer unless an SFTP connection has been pre-established between Net Transcripts and the Department.

7.3.3 Secure Courier

Net Transcripts maintains the capability to process transcription from non-digital media -- cassette tapes, micro-cassette tapes, audio CDs, DVDs, etc. However, such media must be physically transferred to Net Transcripts for processing. Given the sensitivity of the nature of the work to be transcribed, Net Transcripts recommends using a secure courier such as USPS Registered Mail, FedEx or UPS.

Shipping Address:
ATTN: Production Dept
Net Transcripts, Inc.
425 S. 48th Street, Suite 101
Tempe, AZ 85281

7.3.4 Supported Media Formats

Net Transcripts accepts a variety of audio formats. Due to the inherent process of transcribing, some audio formats can not be used as provided. Therefore, Net Transcripts must convert these formats to a standard digital format before it can be transcribed. Net Transcripts is also capable of transcribing other proprietary file types not listed below. Please contact us if you have a specialty audio file.

Following are supported audio and video formats:

DIGITAL FILE FORMATS *No Conversion Needed*	**DIGITAL FILE FORMATS** *Conversion Needed*
.wav	Audio CDs (.cda)
.mp3	DVDs
.wma	Digital Videos (.avi, .wmv, .mpeg)
.dss (Olympus)	For the Record (.ftr, .trm)
.dvf, .msv (Sony)	Jail Call Players (.xml, .vo7, .vo8)
.ra, .rm (Real Media Player)	Apple / iPhone (.m4a)
	ANALOG SOURCES *Conversion Needed*
	Standard & Micro Audio Cassette
	Standard VHS Video Cassette

7.3.5 Media Conversion

Net Transcripts converts all digital and analog audio/video recordings to a standard digital format before it can be transcribed. Media conversions are processed in the order which they are received, which may delay turnaround time during periods of heavy volume. Net Transcripts uses a variety of software products to perform the conversions and edit audio if needed. Although Net Transcripts maintains this capability, it is offered as a value added service for a nominal fee and as a convenience to our customers.

Should the Department wish to convert their own analog or digital media (such as DVDs or cassette tapes) to a standard digital audio format; Net Transcripts will provide the Department with the software necessary to do so, at no additional cost to the Department. There are several advantages should the Department choose to do so – (1) electronically transferred files are processed more quickly as there is no "conversion delay"; and (2) the Department will save money since they won't incur "conversion fees" or shipping costs.

7.4 Transcript Delivery

7.4.1 Delivery Method

Net Transcripts shall make all completed transcripts available for download via its proprietary, online database for ninety (90) days after transcript completion. After an order or batch of orders has been completed, Net Transcripts will send a notification email to the POC, alerting them that the transcript has been completed and is now available for download.

Net Transcripts prefers not to email transcripts unless directly requested to do so by the Department. Emails are more vulnerable to interception and could easily get lost, deleted, misdirected or blocked by junk or spam filters and are therefore not the most secure or reliable method of transfer.

7.4.2 Turnaround Time

It is Net Transcripts' standard practice to provide ASAP (3-6 hour), 1-Day, 3-Day and 5-Day turnaround times, so we are confident that we can meet the Department's requested turnaround deadlines. Net Transcripts' Web-based Order Center automatically calculates turnaround deadlines when orders are placed. Net Transcripts' Production Team verifies this deadline and ensures transcribers adhere to assigned deadlines. Transcription jobs are immediately assigned to be typed once an order has been placed and the corresponding audio or video file has been received.

Audio files over 120 minutes in length and unusually large volume fluctuations from customer(s) may delay turnaround. If a delay is going to

occur, NT will contact the customer via email or telephone to alert the customer of the delay.

7.4.3 Transcript Format

Net Transcripts returns all completed transcripts as a Microsoft Word (.doc) document formatted to print in black ink on an 8-1/2" x 11" sheet of paper. Header & Title blocks include the name(s) of the interviewee(s), the name(s) of the person(s) conducting the interview, the date and time of the interview and case number (if provided). Net Transcripts is capable of accommodating most formatting requests; formatting fees may apply.

Document Format:	Microsoft Word 2003 (.doc)
Font:	Times New Roman, 12 pt
Page Setup:	Double-spaced
	Consecutive line numbers
	Consecutive page numbers
Margins:	Top – 1"; Bottom – 1"
	Right – 1"; Left – 1"
Header Margins:	Top – 0.5"; Bottom – 0.5"
Header Font:	Times New Roman, 9 pt

7.5 Accuracy & Quality Control

7.5.1 Accuracy

Net Transcripts guarantees 98.8% error-free transcripts, which meets or exceeds the most rigorous quality standards in the country. Net Transcripts' transcription and quality control specialists are trained to provide verbatim transcription services only.

Inaudible portions of the recording are marked as "(unintelligible)". Words, names, locations, and/or phrases where the spelling or accuracy is questionable will otherwise appear in parentheses.

Regardless, transcription work containing errors identified by the Department may be returned to Net Transcripts for immediate correction. Corrections to all transcripts are made free of charge.

Net Transcripts maintains "Parts Lists" for some of their customers. Such lists may contain rosters of people who may regularly be heard on recordings, industry relevant terminology, location names, acronyms, etc.

7.5.2 Quality Control

Net Transcripts maintains a Quality Control (QC) Department to ensure adherence to quality specifications. Every transcript is verified through

Net Transcripts' QC Department before the final copy is delivered to the customer.

Net Transcripts' QC Specialists are trained to check transcripts for spelling, format and customer specification compliance, and proper use of provided participant names and/or terminology. They track accuracy by applying quality assurance matrices to ensure 98.8% error-free transcription. Net Transcripts shall make reports and/or QC guidelines available upon request.

If a transcript does not appear to meet Net Transcripts' accuracy standards, the QC Department will further investigate the cause of the errors and make corrections as necessary. If the errors and/or unintelligibles are a result of poor quality audio, Net Transcripts will notify the Department accordingly.

7.6 Security & Confidentiality

7.6.1 System & Website Security Measures

Net Transcripts uses a secure Web site that uses 128-bit encryption for electronic transcription order placement, the uploading of digital audio files and the downloading of completed transcripts.

The electronic transfer of audio files and transcripts are authenticated and encrypted via Secure Sockets Layer (SSL) communications protocol technology. SSL transactions are negotiated by means of a key-based encryption algorithm between the client and the server. This key is usually either 40 or 128 bits in strength. The higher the number of bits the more securely the transaction can be encrypted.

The use of Secure Sockets Layer encryption ensures the safe transfer of client audio files and transcripts. File access requires a specific login and password. Kerberos Authentication for Windows Server 2008 with TLS/SSL cryptography is also used to verify user and host identity.

Chain of Custody Tracking security is secured by a proprietary database that Net Transcripts has developed to track a transcription order from the time an order is placed until the completed transcript is returned to the customer.

Windows Server 2008 provides additional network security, supporting standardized 802.1x protocols, an integrated public key infrastructure (PKI) and password or certificate-based access. Together, these add more security measures to an already secure environment.

Microsoft Public Key Infrastructure (PKI) for Windows Server 2008 provides an integrated public key infrastructure that enables clients to

secure and exchange information with enhanced security and easy administration across the Internet, extranets, intranets and other applications.

Network Access Protection is a policy enforcement platform built into the Windows operating system that allows a client's IT professionals to set and update operating system and antivirus parameters. This restricts clients from accessing a network until the client can prove policy compliance.

Net Transcripts' proprietary database and server are hosted in a Tier 4 state-of-the-art data storage facility which provides multiple levels of data, communications (ISP), and power redundancy as well as 24/7 physical security to monitor access.

Net Transcripts' data and information systems security protocols comply with minimum federal regulations including FIPS 200, Minimum Security Requirements for Federal Information and Information Systems; Homeland Security Presidential Directive 12; Privacy Act of 1974; E-Government Act of 2002; Federal Information Security Management Act of 2002; and Health Insurance Portability and Accountability Act of 1996 (HIPPA).

Net Transcripts utilizes an independent software development company to advise and notify us about software and web protocol updates and developments. We keep up to date with current programming language versions (such as ASP.NET, Adobe Flash) to ensure software compatibility. We also test our Web-based Order Center on various web browsers to ensure proper functionality. Net Transcripts regularly updates our Web-based Order Center and management software to keep current with web development protocol, programming syntax and web security protocols.

7.6.2 Confidentiality & Employee Screening

All employees and transcriptionists undergo a national-level criminal background check. Criminal checks include a nationwide search for public records of felonies and misdemeanor offenses. Each individual is also checked against the national Sexual Offenders Registry. No person with felony arrests or involvement with misdemeanors of moral turpitude, perjury or false statement issues shall be permitted to be involved in any manner. This background-checking procedure has been accepted by all of the firm's current users.

The company that completes these security checks on behalf of Net Transcripts is SentryLink, 7500 Greenway Center Dr., Greenbelt, MD 20770.

7.7.3 Foreign Language Transcription/Translation

Translation can only occur from a document. If Net Transcripts is provided an audio source only, it must first be transcribed before translation can begin. Therefore, the resulting document will contain both a written Foreign Language transcription and the resulting English translation. Turnaround time for transcribing audio is three (3) business days, not including translation. Translation requires a high level of skill and is very exacting. For these reasons, Net Transcripts does not guarantee turnaround times for translations. However, we can provide you a turnaround estimate once we have the audio file. As a rule of thumb, if Net Transcripts is provided with a 60 minute audio file, once transcription is complete, it will take approximately five (5) business days to complete the translation. A minimum charge for 15 minutes of audio and/or 500 words applies to all Foreign Language Transcription/Translation.

7.7.4 Other Foreign Languages Translated

Net Transcripts provides transcription of many foreign languages and can also translate foreign language documents into English. Most commonly available are: Bosnian, Cantonese (Traditional Chinese), Dutch, French, German, Greek, Hmong, Iraqi Arabic, Italian, Japanese, Korean, Mandarin (Simplified Chinese), Portuguese, Russian, Serbian, Swedish, and Thai. NT can also source most other languages. Pricing and turnaround quotes for these language services are available upon request.

SECTION 8 – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE COMPLIANCE

8.1 Internal Affairs Requirements for Transcription Services

8.1.1 Provide accurate transcriptions. Accurate transcripts shall be defined as those transcripts with no more than an average of one error per ten pages, excluding proper pronouns.

Comply: YES__X__ NO_____

Comments:
Net Transcripts guarantees 98.8% accurate transcripts and employs a Quality Control (QC) Department to review every transcript and ensure adherence to accuracy and quality specifications. Please refer to Section 7.5 – Accuracy & Quality Control for complete details.

8.1.2 Provide a website (a location on the World Wide Web/Internet) that has the capability to accept the single transfer of multiple digital audio files (Windows Media Audio format).

Comply: YES__X__ NO_____

Comments:
Services shall primarily be facilitated via Net Transcripts' secure website, readily accessible at https://www.NetTranscripts.com. Net Transcripts' website supports the single transfer of multiple digital audio files. Please refer to Section 7.3 – Transferring Recorded Media for complete details.

8.1.3 Contractor should email the City within 24 hours of receipt of transferred file(s) that have been uploaded (transferred) to the website acknowledging receipt/ability to access the audio file(s).

Comply: YES__X__ NO_____

Comments:
Upon successfully placing an order online, Net Transcripts' Web-based Order Center automatically generates and sends an email confirmation to the Point of Contact acknowledging receipt of order. Net Transcripts' Production Team verifies all incoming orders and shall notify the designated Point of Contact if there are any questions or issues with the files received, within 24 hours of receipt of such files.

8.1.4 Contractor should return to the City via email a transcription of each uploaded digital audio file in Microsoft Word format within the twenty-four hour (expedited) or three-day (normal) delivery timeframe.

Comply: YES___X___ NO_____

Comments:
Net Transcripts shall return all completed transcripts as a Microsoft Word document within the requested turnaround time. Transcripts can either be emailed or securely downloaded via Net Transcripts' encrypted Web-based Order Center. Please refer to Section 7.4 – Transcript Delivery for complete details.

8.1.5 Transcripts shall be typed in Microsoft Word 97 or greater, in the following format:

a. Double-spaced
b. One-inch margins
c. ~~Font size should be 9 or 10 pica~~
d. Characters should be 12-point Times New Roman print
e. There should be no less than 56 characters per line on questions and answers unless the text of the speaker ends short of marginal requirements
f. Date and time of audio statement and speakers names, at top of page
g. Page numbers at bottom center of page (Page X of Y)
h. Speakers identified by their initials and their dialogue typed verbatim (only language from audio file should appear on transcript unless noted as unintelligible). Contractor will need to include consecutive line numbers on each page for Internal Affairs statements. This is needed to reference specific quotes that were included in the reports. All transcripts must be archived and purged after ninety (90) days.
i. Transcriber initials at bottom of document.

Comply: YES___X___ NO_____

Comments:
Net Transcripts shall provide completed transcripts in the format requested by the City. All transcripts will be available for a ninety (90) day period following completion. Please refer to Section 7.4 – Transcript Delivery for complete details.

8.1.6 Contractor should submit an invoice to the City for transcript(s) as follows:

a. Identify the interviewee name(s) provided by the City
b. Indicate the length of transcript in pages
c. Indicate the associated charge for transcript based on page count, for standard or next-day (expedited delivery) - (as specified by the City)

Comply: YES___X___ NO_____

Comments:
Net Transcripts shall submit invoicing as requested by the City. Additionally, Net Transcripts also indicates the date/time order(s) are received, the associated Case Number, and the requesting officer on the invoice detail. Invoice details can also be sorted to reflect usage by division or bureau.

8.2 Performance Standards

8.2.1 The Contractor should return all phone calls, voicemail, e-mail or pages left by Fort Lauderdale Police Department (FLPD) within eight (8) business hours.

Comply: YES___X___ NO_____

Comments:
Net Transcripts shall return all phone calls, voicemail and email within eight (8) business hours or less, during normal business hours. Additionally, Net Transcripts has "after hour" emergency contacts available which shall be provided upon contract acceptance.

8.2.2 The Contractor shall notify FLPD within 24 hours if the Contractor is unable to open or otherwise access any e-mail or digital audio file transmitted to the Contractor by FLPD.

Comply: YES___X___ NO_____

Comments:
Net Transcripts shall notify FLPD within 24 hours if we are unable to open or otherwise access any email or digital audio file submitted for transcription.

8.2.3 The Contractor shall electronically deliver all documents due under this contract as a Microsoft Word file.

Comply: YES___X___ NO_____

Comments:
Net Transcripts shall return all completed transcripts as a Microsoft Word document. Please refer to Section 7.4 – Transcript Delivery for complete details.

8.2.4 The Contractor should ensure that all documents due under the contract with FLPD are prepared, to the extent applicable, in accordance with [the Scope of Services].

Comply: YES___X___ NO_____

Comments:
Net Transcripts maintains a Quality Control (QC) Department to review every transcript and ensure adherence to accuracy, formatting and quality specifications. Additionally, Net Transcripts shall appoint an Account Manager to facilitate communication between Net Transcripts and FLPD to ensure adherence to the Scope of Services requested under this contract.

8.2.5 The Contractor should accept 100% of the work offered pursuant to the contract and the terms of this contract.

Comply: YES___X___ NO_____

Comments:
Net Transcripts has the existing infrastructure and resources available to handle 100% of the volume of work anticipated by the Department (approximately 78,180 typed pages) in a timely and reliable manner.

8.2.6 The Contractor should make every effort to reduce and minimize the number of pages prepared to the extent that all documents comply with this contract.

Comply: YES___X___ NO_____

Comments: Net Transcripts shall prepare all transcripts in the format requested herein; making an effort to reduce and minimize the number of pages prepared to the extent that all documents comply with this contract.

8.2.7 The Contractor should provide accurate transcriptions. Accurate transcripts shall be defined as those transcripts with no more than an average of one error per ten pages, excluding proper pronouns.

Comply: YES___X___ NO_____

Comments: Net Transcripts guarantees 98.8% accurate transcripts and employs a Quality Control (QC) Department to review every transcript and ensure adherence to accuracy and quality specifications. Please refer to Section 7.5 – Accuracy & Quality Control for complete details.

8.2.8 The Contractor should be able to demonstrate that their transcribers are qualified by having a working knowledge of Law Enforcement. The nature of our transcription requirements establishes the need for a proven track record in having qualified transcribers.

Comply: YES___X___ NO_____

Comments:
Net Transcripts contracts with only the most qualified candidates, placing a premium on previous law enforcement and/or legal experience. Only 2 of every 100 applicants are able to pass the firm's rigorous testing requirements for acceptance and placement under contract. The ability to type a minimum of 80 net words per minute is required of all transcribers. They must also demonstrate exceptional accuracy, skill and knowledge of computers, specifically Microsoft Office and transcription software. There is an initial assessment period before any individual is able to complete client work. Therefore, it is essential that transcribers have an appropriate education, extensive transcription experience and are able to proof documents to be at least 98.8% accurate.

8.2.9 The Contractor should have a proven track record with other Law Enforcement Agencies that have demonstrated confidentiality of transcripts related to on-going criminal investigations, and upon request, provide three references within the field.

Comply: YES___X___ NO_____

Comments:
Net Transcripts specializes in providing transcription services to law enforcement and criminal justice agencies – it's all that we do. Please

encrypted platform to securely transfer confidential files, while tracking the chain of custody throughout the entire process.

8.2.17 The Contractor should have experience in transferring audio and word files to and from, using a secure electronic system.

Comply: YES X NO

Comments:
Net Transcripts specifically developed our proprietary database to serve as a secure solution to send audio files to be transcribed and return the transcribed document. Net Transcripts is capable of transcribing and translating most audio and video file types and has extensive experience performing confidential transcription services. Please refer to Section 4.3 – Qualifications and Experience for more details.

8.2.18 Contractor should have experience dealing with law enforcement interviews and maintaining absolute confidence.

Comply: YES X NO

Comments:
Net Transcripts specializes in securely transcribing interviews, interrogations, phone conversations, and various other recorded statements for law enforcement and criminal justice agencies. Please refer to Section 4.3 – Qualifications and Experience, and Section 7.6 – Security and Confidentiality for more details.

8.2.19 Contractor should have a forced input system to capture information such as case number, interviewee name, etc. during web upload.

Comply: YES X NO

Comments:
Net Transcripts' Web-based Order Center requires users to provide a Case Number, Interviewee(s), Interviewer(s), select a turnaround option, select foreign language translation options (if applicable) at the time an order is placed and the audio file is uploaded. Additionally, officers can provide other miscellaneous notes related to the transcription such as time stamps, nicknames, other persons heard, transcription queues, etcetera. Please refer to Addendum A – Quick Reference Guide for screen shots and input requirements.

SECTION 9 – COST PROPOSAL

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, rates for all services identified in this request for proposal. No other costs will be accepted. Please provide below both the unit price per page for each service below and the extended Total Price. The City is looking for one Contractor to award for all the items stated below. These are annual estimated quantities, and there is no guarantee of these quantities, as they may vary.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

SERVICE	ESTIMATED ANNUAL QUANTITY		FIRM UNIT PRICE PER PAGE	TOTAL PRICE
1. Transcription Services – (Standard 3 business days)	70,000	X	$1.85 per page	$129,500.00
2. Transcription Services – Next Day (1 business day – 24 hours)	3,000	X	$2.25 per page	$6,750.00
3. Spanish Translation (from English)	100	X	$10.50 per page	$1,050.00
4. English Translation (from Spanish)	2,500	X	$10.50 per page	$26,250.00
5. Creole Translation (from English)*	80	X	$56.00 per page*	$4,480.00
6. English Translation (from Creole)*	2,000	X	$56.00 per page*	$112,000.00
7. All other Foreign Language Translation	500	X	Per Quote	Per Quote
Grand Total				$280,030.00

* Creole price per page reflects Transcription/Translation Service (Double-Column). Please refer to Section 7.7.3 - Foreign Language Transcription/Translation.

Rates are based on the actual length of the transcribed document (per page). Billing is by whole numbers; therefore, fractional increments are rounded up. Value Added services are billed on a flat fee basis, except where otherwise noted.

VALUE ADDED SERVICES	PRICING
Audio/Video Processing (Mail-In Requests)	
Data CD .wav, .mp3, .wma, etc.	$5.00
Standard Audio Conversion Cassette/Micro Cassette Tapes Audio CDs Standard Format DVD Ripping	$10.00
Non-Standard Audio Conversion Special Player Required	$20.00
Real Time Video Conversion VHS, Special Format DVD, .divx, etc.	$20.00
Other Services	
Editing Audio Per Customer Request	$12.50
Archive Retrieval	$29.00
Hardcopy of Transcript (UPS Next Day)	$20.00
Transcript Burned to CD (UPS Next Day)	$10.00
Faxed Hardcopy (domestic calls only)	$40.00
Cancellation Fee	$25.00
Return Shipping (UPS Next Day)	Varies
Custom Template / Formatting	Per Quote

Payment Terms:
Net 45

Delivery:
Electronic Delivery as Specified
Shipping FOB

Cancellation Policy:
Cancellation charges do not apply to any project that is cancelled prior to receiving associated audio file(s). Regular rates will apply for any project that is cancelled after transcription has begun, or a $25 cancellation fee, whichever is greater.

SECTION 10 – REFERENCES

Please list five references with government agencies (law enforcement agencies preferred) and/or private firms with whom you have done business during the last three years:

1. COMPANY NAME: Fort Lauderdale Police Department

   ADDRESS: 1300 W Broward Blvd., Fort Lauderdale, FL 33312

   CONTACT PERSON: Lt. Mike DiMaggio, Criminal Investigations

   PHONE NUMBER: (954) 828-4017

   E-MAIL ADDRESS: mdimaggio@fortlauderdale.gov

   WORK COMPLETED FOR YOUR REFERENCE: Confidential transcription and translation services for various divisions throughout the Police Dept

   DATE OF SERVICE: 5/2012 – 1/2013

2. COMPANY NAME: Cape Coral Police Department

   ADDRESS: 1100 Cultural Park Blvd., Cape Coral, FL 33990

   CONTACT PERSON: Sheryl McCart, Investigative Service Bureau

   PHONE NUMBER: (239) 574-0696

   E-MAIL ADDRESS: smccart@capecoral.net

   WORK COMPLETED FOR YOUR REFERENCE: Confidential transcription services

   DATE OF SERVICE: 4/2006 – Present

DOWNLOAD COMPLETED TRANSCRIPT

(See Figures 4 and 5)

You will receive an E-Mail notification from Net Transcripts once a transcript has been completed and can be securely downloaded from your account. When you are ready to retrieve the transcript, login to your account and go to the **'View Orders'** page.

1. Find the order(s) you need to download. You can search by **Case Number** or **Upload Date** range. Leaving these fields blank will return ALL orders in the system. Click '**Submit**' to retrieve orders that fit your search criteria.

2. Click on the **'Download Transcript'** folder icon. This will launch a new window (see Figure 5).

3. Click on the **'Globe/Arrow'** icon (see Figure 5) to download the transcript document. A red checkmark will appear over the 'Download Transcript' folder icon, indicating that the file has been retrieved.

   The download process is now complete.

Figure 4

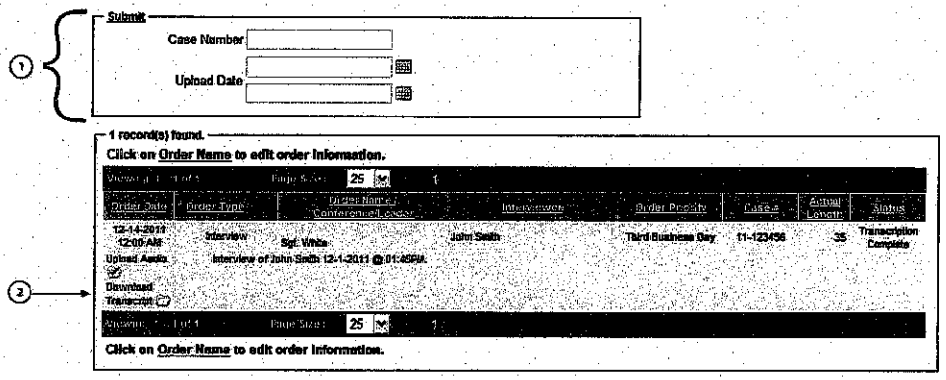
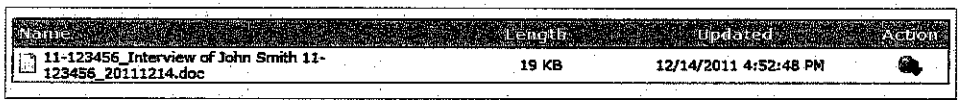


Figure 5



Customer Support
Phone: (800) 942-4255
Email: general@nettranscripts.com