SECTION 1. SCOPE OF WORK

1.1. Scope of Work

I. SERVICES REQUIRED

A. This solicitation and resulting contracts provide for the furnishing of Court Reporters, Stenographers, and Transcribers whose services may be required by several departments and agencies of Montgomery County, Maryland (the "County"). The services will primarily include taking oral and video depositions of witnesses in civil court cases, administrative proceedings, administrative hearings, board interviews, County board, committee and commission meetings, and various other types of meetings and hearings that are required to be recorded by either a dual recording system or stenographer.

B. When requested by the County, the Contractor must also provide transcription of oral and video depositions as well as transcription of other recordings of any type.

C. Contracts resulting from this solicitation must provide for coverage of proceedings before agencies of the County as required by the agencies. As many as seven (7) reporters a day have been utilized by the County for depositions, meetings and hearings. For the purpose of this Contract, a proceeding is composed of one or more public hearings, or other tasks needing transcription services, of varying lengths not separated by a substantial lapse of time (exceeding two (2) hours). For example, a series of public hearings, each requiring a separate transcript, may be scheduled at the same time or sequentially. Only one minimum appearance fee or per page transcript fee will be paid for the service provided for this single proceeding. When services are required, the agency requiring the service will directly contact the Contractor. The Contractor is responsible for fulfilling all services requested with qualified reporters. If the Contractor is unable to provide a qualified reporter as requested by the County, the Contractor must notify the County by the close of business on the next business day following the date of the initial request. The agency will provide the Contractor with an advance calendar of tentative dates when services will be required. Changes in tentative dates by the agency will be communicated to the Contractor as promptly as possible after changes occur.

When requested by the County, the Contractor must furnish a stenographer or court reporter whom is a Notary Public and is authorized to administer oaths in the jurisdiction where the testimony takes place. This will be requested by Montgomery County, MD prior to the date of appointment for service.

D. The Contractor must hold inviolate, and in the strictest confidence, any or all information of an official character which may be gained in the performance of the duties under this Contract. Also, the Contractor, its agents or employees, must not, during the term of this Contract with Montgomery County, hold any position or official relationship with, own any stocks or bonds of, or have any pecuniary interest in any participants of the proceedings for which their services are required.

E. The Contractor must not divulge, sell, or distribute any information designated "With No Sale Privilege." The County is the sole judge as to the type of proceedings, and the Contractor must comply with the determination of the County.

F. All work must be performed in a businesslike manner, must be accurate and error free in every respect, and must conform to and be in exact accordance with the following stipulated conditions to the satisfaction of the County:

1. The Contractor's court reporters must arrive at the time and place of the scheduled deposition, interview, hearing or meeting with the appropriate equipment necessary to conduct the proceedings; including equipment required for any video proceeding when requested. The equipment must facilitate clear recording so that transcripts are complete and "unintelligible" references are rare.

2. The Contractor's court reporters must arrive before the scheduled proceeding to allow for sufficient time to set up and troubleshoot equipment. In the event that a court reporter appears for a proceeding with faulty equipment; the court reporter assigned must obtain substitute equipment within a reasonable period of time under the circumstances. The County may choose to reschedule the proceeding if substitute equipment cannot be provided within a reasonable time. In these instances, the Contractor waives the minimum appearance fee for the proceeding that could not go forward.

3. The Contractor must keep copies of recordings for a minimum of 5 years. Within those 5 years the County may or may not request the recording be transcribed; however, this is no guarantee that a transcript will be ordered.

4. Recording of Proceedings:

Recordings of proceedings must be accomplished by dual digital recording equipment. If such dual digital recording equipment is unavailable for use, the Contractor must provide at least twenty-four (24) hours' notice to the requesting agency that other recording equipment will be substituted in lieu of the dual digital recording equipment.

The Contractor may be required to transcribe a proceeding from a video tape provided by the agency, and the Contractor must transcribe such proceeding using the video tape. The day service per-page prices and guaranteed day minimum fee will apply. The video tape is the property of the County agency requesting the services, and must be returned to the agency at the time the transcript is delivered.

Stenographers: When requested by the County, the Contractor must provide a stenographer. The stenographer must record the testimony in real time.

5. Reporting: The beginning of the transcript must state the names and addresses of parties including witnesses, the page number reference where direct, cross, redirect and re-cross examination of each witness begins, and must list the exhibits received in evidence by number and page reference in the transcript reflecting admission of those exhibits into evidence. Everything spoken during a hearing must be reported unless the presiding officer otherwise directs. This includes a record of appearance by name and address of the parties who actually testify or speak for the record, or who request the entering of their appearance to be incorporated in the transcript. The Contractor must verify the correct spelling of names and other words used during the proceedings prior to concluding the assignment at each proceeding.

If for any reason the proceedings are not being adequately recorded by the recording device or stenographer, the Contractor's court reporter must notify the person in charge of the proceedings immediately in order to correct the problem so that the entire proceedings is recorded.

The format outlined in paragraph F.6 (Form of Transcript), as follows must be used for all transcripts covered by this Contract.

6. Form of Transcript:

Full Size Copy
When requested by the County full sized copies of transcripts supplied under the Contract must be typewritten with black record ribbon on at least 30% recycled copy paper or other thin paper of good quality. Paper to be used must be 8-1/2 inches by 11 inches in size, with a margin of 1-3/4 inches at the left hand side and a margin of 3/8 inches at the right hand side, 25 lines of typewriting to the page, double spacing between lines, ten (10) letters to the inch, punched three holed 3/8 inches from the left hand edge of the sheet.

Condensed Copy (minuscript)
The Contractor must provide a condensed transcript upon request by the County. A minuscript is defined as being printed 4 pages to one page. An example would be if the total transcript is 4 pages in length the Contractor is to print those 4 pages on the front of one page.

PDF, CD, and/or E-Mail
Upon request by the County, the Contractor must be able to provide transcripts in PDF format, on CD, or provide a copy via e-mail. Contractor must provide word searchable versions of transcripts, upon request.

Video Proceedings: The time on the video tape must correspond to the time, page, and line in the corresponding transcription.

7. Proofreading/Quality Control Plan
Prior to delivery of the transcripts to the County, the Contractor must carefully proofread the final transcripts to ensure that they are error free and represent an accurate word-for-word transcript of the recording of the proceedings.

8. Defective Work
Neither the performance of services by the Contractor nor the County's acceptance thereof shall relieve the Contractor from the obligation to correct any defective work. Whether previously or subsequently noted, all defective work on each assigned proceeding must be remedied by the Contractor on demand, completed within a reasonable time under the circumstances, and at no cost to the County.

II. TIME OF DELIVERY

Original and any copies to be furnished as requested by the agency as Regular Delivery, 24-hour Delivery or 48-hour Delivery and as Full copy, Condensed copy or Both Full and Condensed Copy (manuscript) (as defined in Section F.5 Form of Transcript) are as defined below:

A. REGULAR DELIVERY: Complete transcripts of the day's proceedings must be delivered within seven (7) business days after the conclusion of the proceedings or within seven (7) business days after the date the transcript is requested. This excludes Saturdays, Sundays and County holidays.

B. 48-HOUR DELIVERY: Complete transcripts of the day's proceedings must be delivered within forty-eight (48) hours after the conclusion of the proceedings if requested at that time or within forty-eight (48) hours after the date the transcript is requested. For night sessions, delivery is to be made by 9:30 A.M. on the day following the 48-hour period. This excludes Saturdays, Sundays and County holidays.

C. 24-HOUR DELIVERY: Complete transcripts of the day's proceedings must be delivered within twenty-four (24) hours after the conclusion of the proceedings if requested at that time or within twenty-four (24) hours after the date the transcript is requested. For night sessions, delivery is to be made by 9:30 A.M. on the day following the 24-hour period. This excludes Saturdays, Sundays and County holidays.

Unless the Contractor is otherwise directed by the County, all transcripts must be delivered during the regular business hours to the office designated by the ordering agency with postage or other transportation charges fully paid by the Contractor. The County's standard business hours are between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, excluding County Government observed holidays.

III. DELIVERY PRICES

The per-page price includes all recordings, transcribing, and furnishing of official original and one copy of proceedings delivered to the destination designated by the ordering agency. The Contractor is paid one cent ($.01) per page for each additional copy of transcripts. A PDF, e-mail or CD copy of the proceedings must be provided at no charge, regardless of when requested by the County, if the County has ordered a paper copy of the transcript.

The minimum guaranteed appearance fee is the minimum cost for services provided in response to each individual request for services. The price of any transcript, and copies thereof, not delivered within the required delivery period as provided in the Scope of Work, must be reduced by an amount equal to one percent (1%) for each business day (Saturday, Sunday, and County holidays excluded), beyond the scheduled delivery due date and is computed until such time as delivery is received by the ordering agency. However, nothing contained within this paragraph precludes the right of the County to terminate the contract and dispense with the services of the Contractor to provide services according to the agreed upon bid scope of work. If invoices are submitted to the requesting agency and the 1% reduced amount has not been deducted from the invoice; then the invoice will be rejected and returned to the Contractor for correction. Submitting an incorrect invoice will delay payment. The County will only pay Net30 days upon receipt of a true and corrected invoice.

IV. GUARANTEED MINIMUM

DAY PROCEEDINGS - The Contractor will be paid for those services which are required either the guaranteed day minimum fee of $65.00 or the total cost of a transcript's per page amount, as quoted on the Quotation Sheet, for each day's proceedings, whichever amount is greater. In no event will any monies be paid for day proceedings continuing after 6:00 P.M. other than the daytime proceedings per page amount for the transcript or the guaranteed day minimum appearance fee.

NIGHT PROCEEDINGS - The Contractor will be paid for those services which are requested, either the guaranteed night minimum fee of $85.00, or the total cost of a transcript's per page amount, as quoted on the Quotation Sheet, for each night's proceeding, whichever amount is greater, commencing after 6:00 P.M. In no event will any monies be paid for night proceedings continuing after 12:00 Midnight other than the nighttime proceedings per page amount for the transcript or the guaranteed night minimum appearance fee.

The guaranteed day or night minimum appearance fee will apply if notice is given to the reporter that the proceeding has been cancelled after the reporter presents himself/herself to the presiding officer, or other person in charge, at the time and place of a scheduled proceeding. The guaranteed day or night minimum appearance fee will also apply if a postponement is announced within two (2) hours prior to the scheduled starting time.

The guaranteed day or night minimum fee will not apply if the ordering agency notifies the Contractor of a cancellation, suspension, or continuance of any scheduled proceeding before 3:00 P.M. on the business day immediately preceding the scheduled day proceeding and before 12:00 Noon on the business day of the scheduled night proceeding. Notification may be made by telephone communication or written notice.

V. RIGHTS OF RESALE AND REPRODUCTION

Purchase of Right of Reproduction and Resale: The Contractor agrees that the County has the right to reproduce or sell copies of the transcripts. In this respect, the County, may provide copies of transcripts to parties and members of the public free of charge, in paper or electronic form.

Contractor's Right of Reproduction and Sale: The Contractor has the right to reproduce and resell transcript copies of proceedings to those interested parties or organizations who may wish to directly negotiate and purchase the same from the Contractor, provided, however, this right is not extended to confidential or privileged proceedings so designated by the ordering agency. Since the County makes copies available to the public, it is anticipated that there will be few or no sales to the public by the Contractor.

SECTION 2. SPECIAL TERMS AND CONDITIONS

2.1. ADD or DELETE FACILITIES/LOCATIONS

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable. Any changes must be done via Contract Amendment.

In the event facilities are added, (except as otherwise provided herein) a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities being deleted.

2.2. ANNUAL PRICE ADJUSTMENT (CPI)

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period is subject to the following:

- Approval or rejection by the Director, Office of Procurement or designee.
- Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- Must be submitted sixty (60) days prior to the contact expiration date, if the contract is amended.