

# City of Albany, New York

## REQUEST FOR PROPOSALS FOR THE PROVISION OF STENOGRAPHIC COURT REPORTING AND TRANSCRIPTION SERVICES

Proposal Number 2010-16  
August 18, 2010

### SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified firms and individuals to provide stenographic court reporting and transcription services to the City of Albany with regard to hearings and administrative matters. The selected proposer(s) will be required to work closely with the City of Albany Corporation Counsel's Office. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

### SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Four (4) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed -Stenographic and Transcription Services" no later than **Friday, September 3, 2010 at 1:00 p.m.** at the following address:  
  
Michelina C. Wojton, Esq.  
Assistant Corporation Counsel  
City Hall - Room 106  
24 Eagle Street  
Albany, New York 12207
- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, understanding of the City's scope and objectives, methodology, and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of a proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non- responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the stenographic and transcription services work, in whole or in part, to one or more firms and individuals. The City is aware that not all individuals and/or firms provide both stenographic reporting and transcription services.

Accordingly, each proposal must specifically state the scope of services provided by the individual or firm to the extent requested in Section 4 below.

- 2.7 Any award of the stenographic and transcription services work shall be conditioned on the execution of a formal written City of Albany professional services contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

### **SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience, and specific experience in providing stenographic and transcription services to municipalities.
- 3.2 In the case of a proposal from a firm, provide:
1. A brief history and description of the firm submitting the proposal.
  2. Identification of the firm's professional staff member(s) who will be assigned to this engagement if the firm's proposal is selected. Provide a statement of qualifications of each of the firm's professional staff member(s) who will be assigned to this engagement, including, education, certification, licensure, general experience, and specific experience in providing stenographic and transcription services to municipalities. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.
  3. At least three (3) references, including addresses and telephone numbers.
  4. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
  5. A summary of the proposer's experience in providing stenographic and transcription services to municipalities (depositions, administrative hearings etc.).
  6. Any additional information which would serve to distinguish the firm from other firms submitting proposals.
- 3.3 Proposer must specify that the stenographic reporters in their employ, who will be assigned to this engagement, are trained and have demonstrated an ability to accurately record and transcribe verbatim all proceedings in a court of law, accurately report meetings, hearings, or depositions.
- 3.4 Proposer must specify that the transcribers in their employ, who will be assigned to this engagement, are trained and have demonstrated an ability to make a written copy of dictated or recorded matter.
- 3.5 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

### **SECTION 4: SCOPE OF SERVICES:**

- 4.1 Upon request by the City, the selected proposer(s) will be required to provide stenographic and transcription services to the City in connection with administrative matters and hearings.
- 4.2 Duties to be performed by the selected proposer(s) include, but are not limited to, the following:
1. stenographic recording and transcription of administrative proceedings and hearings;
  2. transcripts shall be in verbatim form, proofread with all words spelled correctly, properly punctuated, hyphenated and grammatically correct; any correction to spelling, hyphenation or punctuation requested by the City shall be made without additional cost; a penalty fee may be charged to the selected proposer(s) if there are any significant errors in the transcript delivered to the City;
  3. delivery of an original and one copy of the completed transcript(s) to the City of Albany Corporation Counsel's Office within a reasonable timeframe, or as otherwise directed by the City (i.e., City requests priority completion of a transcript);
  4. Transcripts that are delivered beyond the established time frame shall be subject to a late fee of ten percent (10%) of charges, which shall be deducted from the cost assessed for the particular engagement.
- 4.3 Transcribed Page Requirements:
1. Paper shall be white 8 ½ inch wide by 11 ½ inches long. City will specify if a specific paper quality shall be used for any given assignment.
  2. Font type shall be black, 12 point, and reproducible by standard office copy equipment.
  3. Type spacing shall be no fewer than twenty-five (25) typed lines, double spaced between lines with ruled margin of 3/8 inch on right and 1 ¾ inches on left or not to exceed 2-1/8 inches in total.
  4. Each question and answer shall begin on a separate line at the left hand margin with no more than five (5) spaces from the "Q" or "A."
  5. All exhibits must be properly identified and submitted with the transcript. Stenographers may be required to mark the exhibits at the hearing, meeting, or deposition.
  6. Format:
    - a. All transcripts shall be paginated in consecutive order and sequential from the first to the last volume. Pagination will not be considered a transcribed line unless located on a line with other transcribed material.
    - b. At the beginning of each proceeding, the selected proposer shall record and insert the names and addresses of persons representing parties and participants in the proceeding.
    - c. Each transcript shall include a table of contents or index indicating page numbers of opening statements and closing arguments by counsel, lists of witnesses testifying at the hearing and all persons making statements. The table of contents or index shall also include a tabulation consisting of the number and description of each exhibit marked for identification with the page number on which the exhibit is marked for identification, and in due course, the page on which it is either received in evidence, withdrawn or rejected. The index shall also include separate tabulations consisting of a description of each document offered in reference, public documents and matters to be officially noted, and the page on which each item or document was marked for identification or received in evidence. The table of contents or index shall note the page where offers of

proof were made and such other matters as the presiding City representative directs.

7. The Proposer shall use paper or ink suitable for copying with standard electrostatic office copy equipment.

4.4 Certification:

The stenographer who attends the proceeding must read the transcript to assure that the proceeding has been accurately transcribed. The stenographer who attends the proceeding must attach a certification to each transcript certifying that the foregoing transcript is a “true and accurate record of the proceeding.” The transcriptionist who transcribes the hearing, deposition, meeting, or proceeding, must also attach a certification to each transcript certifying that the foregoing transcript is a “true and accurate record of the proceeding.”

- 4.5 All recorded and hard copy testimony and material will remain the property of the City of Albany. The Proposer shall maintain the confidentiality of all material, identity of any parties, and content of any material released to the selected proposer for transcription.

4.6 Cancellation:

The City reserves the right to cancel stenographic or transcription services at anytime before 1:00 p.m. on the date prior to the scheduled engagement, at no charge.

4.7 Penalties for Lateness/Cancellation:

If the selected proposer(s) fails to appear at a scheduled hearing, meeting, or deposition within twenty (20) minutes of the scheduled time, the selected proposer(s) shall be subject to pay a penalty fee to the City equal to \$50.00.

**SECTION 5: CONTRACT:**

- 5.1 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request. The contract period for the service contemplated by this RFP will be two (2) years and shall commence on or about October 1, 2010. The City of Albany will have the right to extend the agreement for two (2) additional one (1) year terms. The City also reserves the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

**SECTION 6: COST PROPOSAL:**

- 6.1 Each cost proposal must state a “per page” fee structure for the services contemplated herein inclusive of labor, supplies, and materials. Proposer shall also indicate what, if any, cancellation fee is to be charged to the City, should the City cancel requested services anytime after 1:00 p.m. on the date prior to the scheduled engagement.
- 6.2 Each proposal shall clearly set forth in detail any and all additional expenses for which reimbursement is expected. The proposal must, however, provide a guarantee that no additional fees will be charged to the City without prior written consent of the City.

**SECTION 7: PROPOSAL EVALUATION:**

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.

7.2 Proposals shall be examined and evaluated by the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:

- \* The proposer's demonstrated capabilities, professional qualifications, and experience in stenographic and transcription services.
- \* The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
- \* Total proposed cost.
- \* Completeness of the proposal.

7.3 The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of the Proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the track record of the proposer(s).

**SECTION 8: ALTERNATIVES:**

8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

**SECTION 9: INDEMNIFICATION:**

9.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

**SECTION 10: SPECIFICATION CLARIFICATION:**

10.1 All inquiries with respect to this Request for Proposals shall be directed to the City of Albany Corporation Counsel's Office as follows:

Michelina C. Wojton, Esq.  
Assistant Corporation Counsel  
City Hall - Room 106  
24 Eagle Street  
Albany, NY 12207

10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

**SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security, if any, will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

**SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:**

- 12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
  - (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
  - (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
  - (c) **Professional Malpractice Insurance:** A policy or policies with limits of not less than \$1,000,000. The professional malpractice insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- 12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
  - (a) The City of Albany is named as an additional insured on a primary and non-contributing basis.
  - (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office.
  - (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.
- 12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

**SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:**

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(name of firm)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_