



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

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May 13, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #15-32

Sealed bids for legal transcription services for the City of Birmingham for a period of one (1) year and month to month thereafter will be received by the Purchasing Agent, P-100, First Floor City Hall, Birmingham, Alabama until 2:00 p.m., June 17, 2015, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (Go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, and mailed to only those vendors who were provided a copy in person or by mail.

All bids are to be f.o.b. Birmingham, Alabama, delivered.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID -- LEGAL TRANSCRIPTION SERVICES - 2:00 P.M., 06-17-15**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, Birmingham, Alabama 35203 and specify delivery to Room P-100, First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., June 17, 2015. Bids received after this time will not be considered.

William E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 05-20-15

SPECIFICATIONS FOR THE LEGAL TRANSCRIPTION SERVICES

GENERAL:

The City of Birmingham is seeking bids for legal transcription of interviews/interrogations/Q&A for the Birmingham Police Department. The city intends to award to the lowest responsive, responsible bid submitted. The City has budgeted funds based on service with the expectation that standard turn around time (three (3) business days) will cover the City's needs. Rates are to be based on actual length of audio recording priced per minute. However, should situations arise that mandate faster turn around time, bidders are asked to provide an optional price for next day turn around and ASAP turn around as defined later in this document. Award will be made based on the lowest responsive, responsible bid for the standard (three (3) business day) turnaround service.

To be considered eligible for award, bidder must have been in business for a minimum of three (3) consecutive years prior to the date of the scheduled bid opening, with the primary business being legal transcription services. Bidder is to provide written documentation of the companies business history, experience, current capabilities and a list of at least five (5) references of current clients which have used bidder's services for at least one (1) year. Reference information must include client's name, address, telephone number, name of contact person and length of current term of service provided to the client.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during an extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice of his intent not to extend the contract on a month to month basis. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

Bidders are required to provide an original and two (2) copies of the bid.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder(s) shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract(s) shall become effective from the date noted in the Notification of Award letter(s) which will be mailed to the successful vendor(s).

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Any questions concerning these specifications should be addressed Aisha Johnson, at (205)254-2265, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

City makes no guarantee as to the exact amount of service to be covered under this contract. Rate bid is to include all rental items of cost not mentioned, but are considered customary for such service. Costs normally considered as pass through costs to the customer by the vendor must be included in the bid price (Code of Alabama Section 40-12-222). Absolutely **NO** additional costs will be allowed or paid during the term of the contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the item or product line being supplied is failing to perform satisfactorily.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

Legal Transcription (Interviews/Interrogations/Q&A) Requirements:

- A. Provide all necessary labor, equipment and services required to transcribe and return to Birmingham Police Department typed electronic files contained in the digital voice recordings. The Police Department may post the digital recording to the City's server or other electronic means and shall request that the transcriptions be returned to the Department in accordance with the following levels of service:
1. Standard (three (3) business days) shall mean that recordings are transcribed and returned to sender via an encrypted delivery system within 72 hours of the time that the digital recording was uploaded to web site. Historical usage has been approximately 1,300 pages/year.
 2. Next Day (one (1) business day) shall mean that recordings are transcribed and returned to sender via an encrypted delivery system within 24 hours of the time that the digital recording was uploaded to the web site. Historical usage has been approximately sixty (60) pages/year.
 3. ASAP (3-6 hours) shall mean that recordings are transcribed and returned to sender via an encrypted delivery system within the above stated timeframe during the normal business hours of 8:00 a.m. CT – 6:00 p.m. CT, Monday through Friday. Historical usage has been approximately eighty (80) pages/year.
 4. The Contractor shall be able to support the standard audio formats to include .dss (Olympus) and .mp3.
 5. The Contractor shall present a product with an accuracy of at least 98% or higher.
 6. There should be a familiarity with law enforcement "jargon".
 7. The written format should be in Times New Roman, 12 pt.
 8. All information, documents, and materials related to processing recordings shall be confidential and secured in a locked area at the location where the services described in specification are performed when not being transcribed and shall not remain at the location for greater than seven (7) days following the uploading of the digital recording(s). All materials in possession of Contractor shall be destroyed no later than seven (7) days following the uploading of the information.

BID FORM

Mr. William Caffee
 Assistant Purchasing Agent
 City of Birmingham, Alabama

Submitted below is my firm bid for legal transcription services for the City of Birmingham, for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated May 13, 2015. Prices quoted are F.O.B. delivered, Birmingham, AL and I am bidding in exact accordance with the specifications except as listed below.

| Description | Price/Minute |
|---|--------------|
| Standard, three (3) business days, legal transcription service as per specification | /minute |
| Optional | |
| Next Day, one (1) business day, legal transcription service as per specification | /minute |
| ASAP, 3-6 hours, legal transcription service as per specification | /minute |

I hereby certify that we do not discriminate in employment of our personnel against any person or persons on account of race, creed, color, sex or national origins, and acknowledge, and agree, that the City of Birmingham encourages minority and women owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda
 (addenda numbers)

This page must be returned with bid.

 Date of Bid

 Name (Print legibly or Type)

 Company

 Title

 Street Address

 Signature

 City State Zip

 Tax ID Number

 Post Office Box (Zip if different from street address)

 E-Mail Address

 City State Zip

 Telephone Number

 Terms of Payment

 Fax Number

 Delivery Date

 Website