

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Michael G. Campbell Agency, Inc.
 8753 E Bell Road Ste 110
 Scottsdale, AZ 85260

 Phone: (480) 831-6103
 Fax: (480) 945-0999

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Net Transcripts Inc
 Mr Gary Nudd
 425 S 48th Street #103
 Tempe, AZ 85281

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Farmers Insurance Group	
INSURER B: Evanston	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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 AN 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60401608	3/23/2008	3/23/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	604018608 604018608	3/23/2008 3/23/2008	3/23/2009 3/23/2009	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$ 2,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER E & O	EO-832738	3/23/2008	3/23/2009	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

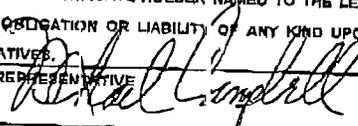
CERTIFICATE HOLDER

CANCELLATION

City of Peoria
 Materials Management Dept: Lisa Houg
 8314 W Cinnabar St
 Peoria AZ 85245-6560 F: 623-713-7118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CORD 25 (2001/08)

Q08-05



Certificate of Insurance

Certificate Mailed To:

Name of Insured:

CITY OF PEORIA
ATTN: MATERIALS MGMT, LISA HOUG
8351 W CINNABAR AVE
PEORIA AZ 85345

Net Transcripts Inc
3295 N Drinkwater #12
Scottsdale AZ 85251

Date Issued: 08/12/2008
Certificate Number: 14
Policy Number: 400892
Origin Date: 08/03/2005
Expiration Date: 08/01/2009
Liability Limits: 100/100/500
(000 Omitted)

Proof of Coverage

Description of Operations

CLERICAL OFFICE EMPLOYEES-N.O.C.

Job Number: RFQ 08-05

Location: Law Enforcement Transcription

Will be renewed for the next policy period unless we are otherwise directed by our policyholder.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

Certificate Issued To:

City of Peoria
Attn: Materials Mgmt, Lisa Houg
8351 W Cinnabar Ave
Peoria AZ 85345

Authorized Representative



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying



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the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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Solicitation Number: Q08-05

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Law Enforcement Transcription Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Quotation. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. The proposals should be submitted in the format as specified in the Scope of Work.
10. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria



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Solicitation Number: Q08-05

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listed below. The evaluation factors are listed in their relative order of importance.

- a. Method of Approach
- b. Qualifications and Experience
- c. Cost Considerations
- d. Conformance to RFQ

12. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
13. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
17. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.



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The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

18. **Required Insurance Coverage:**

a. **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.



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c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

19. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

20. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

21. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to



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bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

22. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
23. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
24. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
25. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
26. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.



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27. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

28. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

29. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

30. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any



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test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

31. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



SCOPE OF WORK

Materials Management Procurement

Solicitation Number: Q08-05

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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I. INTRODUCTION

The City of Peoria is requesting Law Enforcement Transcription Services for the Peoria Police Department on an as-needed basis.

II. SPECIFIC REQUIREMENTS

- A. The Contractor shall provide qualified personnel and materials necessary to transcribe and furnish completed documents related to law enforcement interviews.
- B. The Contractor guarantees that all work shall be performed in a professional manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the City.
- C. The Contractor shall provide as many qualified staff and maintain such staff as may be necessary for the prompt furnishing of quality transcription services.
- D. The Contractor shall provide documentation of background investigations performed on staff at the request of the Peoria Police Department.
- E. The Contractor shall provide the file transmission method to the City at no charge.
- F. The Contractor shall provide any proposed additional hardware or software to the City at no charge.
- G. The Contractor shall establish a complete Quality Control (QC) program. The reports on the results of the QC program shall be available to the City upon request.
- H. The Contractor shall maintain an accuracy rate of at least 98%.
- I. The Contractor shall be responsible for furnishing complete transcripts, which accurately reflect the full and complete literal translations.
- J. The Contractor shall ensure that all information is treated as strictly confidential.

III. SUBMITTAL REQUIREMENTS

A. Proposal Format:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Quotation. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. The proposals shall be submitted in the maximum length of 25 pages. **DO NOT BIND THE ORIGINAL COPY.**

B. Proposal Content:

The proposal content should be submitted as specified:

- 1. Method of Approach: Response should include the method by which the firm will accomplish the work described in the Scope of Work. Specifically describe the workflow from beginning to end and provide response to indicate compliance with each criteria as indicated in the Scope of Work, Section II, Specific Requirements, Sections A-J.
- 2. Qualifications and Experience: Information specifically related to the Contractor's related experience in the field of Transcription Services, with specific expertise in Law Enforcement.



SCOPE OF WORK

Materials Management Procurement

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3. References: Three (3) references shall be provided and must be verifiable and able to comment on the Contractor's related experience. Complete the Questionnaire as attached herein.
4. Cost Considerations: Complete Price Sheet as attached herein.

C. Evaluation Criteria:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Method of Approach
2. Qualifications and Experience
3. Cost Considerations
4. Conformance to RFQ

D. Proposal Submittal and Contact Information:

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
8314 W. Cinnabar Ave.
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on July 2, 2008.

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



PRICE SHEET

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q08-05**

1. English to English Transcription

24 hour (1 day) maximum turn time \$ 3.25 per minute

72 hour (3 day) maximum turn time \$ 2.10 per minute

168 hour (7 day) maximum turn time \$ 1.85 per minute

2. Spanish to English Transcription (Domestic)

24 hour (1 day) maximum turn time \$ 38.25*^ per minute

72 hour (3 day) maximum turn time \$ 38.25*^ per minute

168 hour (7 day) maximum turn time \$ 38.25* per minute

3. Spanish to English Transcription (Global)

24 hour (1 day) maximum turn time \$ 19.00*^ per minute

72 hour (3 day) maximum turn time \$ 19.00*^ per minute

168 hour (7 day) maximum turn time \$ 19.00* per minute

4. Other Foreign Language to English Transcription **

24 hour (1 day) maximum turn time \$ upon request per minute

72 hour (3 day) maximum turn time \$ upon request per minute

168 hour (7 day) maximum turn time \$ upon request per minute

* Quoted price is inclusive of transcription and translation. Please refer to Appendix A - NT Supplemental Pricing Guide

** Pricing and turnaround quotes for other foreign language services are available upon request.

^ Rush charges may apply.



QUESTIONNAIRE

Materials Management
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Solicitation Number: Q08-05

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: Maricopa County Attorney's Office
Contact: Kris Hatfield, Major Crimes Division Coordinator
Address: 301 West Jefferson, 5th Floor
Phoenix, AZ 85003
Phone: 602-506-5849

2. Company: Maricopa County Sheriff's Department
Contact: Lt. Tim Palmer, Criminal Investigations
Address: 3335 W Durango Drive
Phoenix, AZ 85009
Phone: 602-876-4814

3. Company: City of Scottsdale
Contact: Bob Houston, Purchasing
Address: 9191 E. San Salvador Dr
Scottsdale, AZ 85258
Phone: 480-312-5719



QUESTIONNAIRE

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Bidders are to indicate below any exceptions they have taken to the Specifications:

Net Transcripts would like to request the City consider waiving the Required Insurance Coverage for Automobile Liability, as no Commercial or Business automobiles will be required to perform the services as specified herein.

Net Transcripts shall furnish all other Certificates of Insurance as requested by the City upon award of contract.



QUESTIONNAIRE

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Solicitation Number: **Q08-05**

Attach a copy of your Business License to your bid submittal.

Net Transcripts operates in the City of Tempe. The City of Tempe does not require a Business License for the services requested herein.



QUESTIONNAIRE

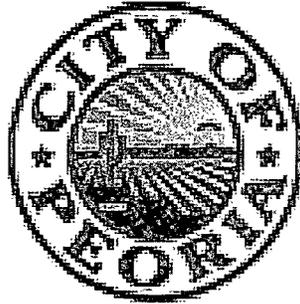
**Materials Management
Procurement**

Solicitation Number: **Q08-05**

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.



City of Peoria, Arizona
Request for Quotation
Law Enforcement Transcription Services

Solicitation Number: RFQ 05-05

July 2, 2008

Provided By:

Net Transcripts, Inc.
425 S 48th Street, Suite 103
Tempe, AZ 85281

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Ms. Lisa Houg, CPPB
City of Peoria, Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

Re: Invitation for Bid No: RFQ 08-05 Law Enforcement Transcription Services

Dear Ms. Houg;

On behalf of Net Transcripts, I would like to thank you for the opportunity to participate in this RFQ. I hope you will find our response will meet and, hopefully, exceed the requirements and qualifications you have specified. It was our honor to have served the City and Police Department through 2005, and more recently as a short-term solution. We look forward to playing a role in your commitment to outsource law enforcement transcription.

The following proposal outlines how our newly redeveloped Web-based service has been tailored to make it easy for anyone to place, monitor and retrieve orders 24/7. Our encrypted Web communications satisfies the security requirements of most criminal justice and law enforcement agencies today.

As a result, Net Transcripts has been the beneficiary of a number of feature stories that have been appearing over the last year or so, all promoting transcription outsourcing as a means to save money and accomplish this work in a professional manner. In this regard, we have included a reprint of the story about Tucson Police Department and Net Transcripts that appeared the December 2005 issue of Government Procurement magazine.

We are also being featured in two other national magazines this month. Police Chief magazine featured three case studies about our users and Law Enforcement Technology published a feature story about our outsourcing services. Both articles can be found on the magazine's respective websites.

Again, we hope to have met your requirements in this RFQ and look forward to hearing from the City of Peoria with questions or if we can be any assistance.

Kind Regards,

Aaron Hammer
Manager, Sales & Customer Support
Net Transcripts, Inc.

**NET TRANSCRIPTS, INC.
RESPONSE TO CITY OF PEORIA RFQ 08-05
LAW ENFORCEMENT TRANSCRIPTION SERVICES**

1.0 Purpose

To provide the City of Peoria Police Department with Law Enforcement Transcription Services on an as-needed basis. Net Transcripts, Inc. intends to provide these services by utilizing a Web-based approach to facilitate transcription requests, the transfer of recorded media and the return transfer of completed transcripts.

2.0 Period of Performance

To commence on the date of award and continue for a one (1) year period with subsequent options to renew or extend for supplemental periods of up to a maximum of forty-eight (48) months.

3.0 Method of Approach

3.1 Summary

Net Transcripts intends to provide the City of Peoria Police Department with Web-Based Transcription Services. These services shall be facilitated through Net Transcripts' proprietary online database, readily accessible at <http://www.NetTranscripts.com>. Upon award of contract, Net Transcripts shall create user account(s) for the City and provide User ID(s) and Password(s), with which, the City can gain access to Net Transcripts' secure system.

Once logged into their respective account, the City's 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 City's designated Point(s) of Contact, alerting them that the transcript is available for download. (Net Transcripts prefers not to email transcripts unless directly requested to do so by the City. 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.)

Net Transcripts Online Order Center gives the City 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 City's account(s), they will be available for a ninety (90) day period, upon which they are automatically purged from the online database. It is the City's responsibility to make sure all order requests are retrieved from Net Transcripts. Most transcripts are archived for up to three (3) years and may be made available to the City upon direct request; however, an archive retrieval fee may be assessed.

3.2 Scope of Service

A. Point(s) of Contact (POC)

- i. Net Transcripts will designate a POC for coordination of file transfer method(s), turnaround times, transcript delivery, feedback and serve as general contract liaison.
- ii. The City of Peoria will designate a POC 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.

B. Media Transfer

- i. Web-Based – Net Transcripts prefers, and feels it is in the City's best interest, to have all recorded media submitted electronically via Net Transcripts' encrypted online order center. Users have the capability to 'attach' digital audio recordings directly to the corresponding order(s) when submitting a transcription order request through Net Transcripts' website.
- ii. File Transfer Protocol (FTP) – Net Transcripts utilizes a secure FTP server for the transfer of large media files (>100MB). Should the City 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 City access to a protected temporary folder upon request.
- iii. Secure Courier – Net Transcripts maintains the capability to process transcription from non-digital media as well (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 FedEx, UPS or DHL.
- iv. 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. Following are supported audio and video formats:
 1. Digital Audio: .dss; .dvf; .mp3; .ra; .wav; .wma
 2. Digital Video: .wmv; .rm; .mpeg
 3. Analog Audio: standard audio cassette; micro audio cassette; audio CD (.cda)
 4. Analog Video: standard VHS video cassette; DVD video
 5. Other: some proprietary conference room recording formats, some proprietary jail call recording formats, other specialty recording formats upon request.
- v. Analog Media Conversion – Net Transcripts converts all 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. 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 City wish to convert their own analog media to a standard digital format, Net Transcripts will provide the City with the software necessary to do so, with no additional cost to the City. There are several advantages should the City choose to do so – (1) electronically transferred files are processed more quickly as there is no “conversion delay”; and (2) the City will save money as they won’t incur “conversion fees” or shipping costs.

C. Turnaround Times

It is Net Transcripts’ standard practice to provide its customers with Next-Day and 3-Day turnaround times, and will make a 7-Day (5-Business Day) option available to the City as well. The City shall select which turnaround time they would like at the time the order is being placed – while placing an order, there is a drop-down menu to facilitate this selection on the Order Form.

Audio files over 120 minutes in length, unusually large order volume fluctuations and transcription requests where analog media is provided may delay turnaround. If a delay is going to occur, Net Transcripts will contact the POC via email and/or telephone to alert them of the delay. Turnaround times do not include weekends or observed holidays unless otherwise arranged in advance.

D. Delivery Method

Net Transcripts will make all completed transcripts available for download via their 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.

E. Transcript Format

- i. Net Transcripts returns all completed transcripts as a Microsoft Word (.doc) document, formatted to print in black ink on an 8 ½” x 11” sheet of paper. Unless requested otherwise, all transcripts will be formatted as follows:
 1. Times New Roman font, 12 point
 2. Single-spaced, single-sided
 3. Consecutive line and page numbers
 4. Header & Title block which shall 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).
- ii. Net Transcripts is able to accommodate some variations in format. These changes should be submitted to Net Transcripts in writing. Changes that require a significant increase in processing time may result in an additional charge.

F. Foreign Languages

- i. Foreign Language Partnership Choice (Spanish Only) – When needing services for a foreign language, Net Transcripts provides two options – via our Global Partner or via our US Partner. All partnerships are with companies that have a proven track record. All work completed is bound by confidentiality agreements, a robust business partnership agreement, as well as, secure transfer of data

between the companies. Net Transcripts shall provide more information about their Foreign Language Partners to the City upon request.

Net Transcripts provides these options as a cost savings advantage to their customers. The primary differences are that our Global Partners have their business offices in countries other than the USA, translation rates are generally less, and turnaround times are generally longer.

- iii. Spanish Transcription – Turnaround time for transcribing Spanish audio is three (3) business days. Turnaround begins when Net Transcripts receives an order and the associated audio in a standard digital format. Turnaround calculations do not include weekends or observed holidays unless otherwise arranged in advance. Audio files over 120 minutes in length, unusually large volume fluctuations from customer(s) may delay turnaround. If a delay is going to occur, Net Transcripts will contact the customer via email or telephone to alert the customer of the delay. A minimum charge for 15 minutes of audio applies to all Spanish transcription.
- iii. Translation – Translation can only occur from a document. If Net Transcripts is provided an audio source only, it must first be transcribed (all applicable charges will apply) before translation can begin. 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 document. 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 applies to all Spanish translation.
- iv. Other Foreign Languages – 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.

G. Accuracy & Quality Control

i. Accuracy

Net Transcripts guarantees 98% error-free transcripts, the most rigorous quality standard 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 City 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.

ii. Quality Control

Net Transcripts maintains a Quality Control (QC) Department, which ensures quality specifications are adhered to. 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% error-free transcription. Net Transcripts shall make reports and/or QC guidelines available to the City 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 City accordingly.

H. Security

i. System and Website Security Measures

The electronic transfer of audio and transcription files via email is considered insecure by many IT professionals. Therefore, Net Transcripts uses a secure website 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 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 2003 is also used to verify user or host identity.

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

Windows Server 2003 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 2003 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.

ii. Confidentiality and Employee Screening

All English language transcription is processed domestically by transcriptionists who come from Law Enforcement backgrounds. Staff members who process English language transcripts undergo a criminal background check after being fingerprinted. Their identities are confirmed by local law enforcement who also fingerprint each applicant. Fingerprint cards are maintained on file.

Additionally, transcriptionists and other staff members who proof transcripts undergo criminal and other background checks. 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. This background-checking procedure has been accepted by the majority of the firm's current users.

Each employee's social security number is confirmed and a complete home address history is verified. Their address history is used to verify where they have worked and the time frames stated on the applicant's resume.

Each employee is also bound by a confidentiality agreement, which includes Conflict of Interest provisions that were specifically created for the services that Net Transcripts performs. Net Transcripts shall make a copy of this agreement available to the City upon request.

The company that completes these security checks on behalf of Net Transcripts is Intelius, City Center Bellevue, 500 108th Ave. NE Suite 1660, Bellevue, WA 98004.

Net Transcripts hires only the most qualified employees, placing a premium on previous Law Enforcement experience. Only two 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 45 net words per minute is required of all transcribers. Exceptional accuracy, skill and knowledge of computers are also required.

3.3 Specific Requirements

- A. Net Transcripts is a high volume transcription company and staffs according to average volumes with some overrun capacity to handle the standard variations in day-to-day volumes. Net Transcripts staffs qualified specialists who are trained to perform specific tasks related to the transcription process and provides them with the material and equipment necessary to process transcription requests.
- B. Net Transcripts guarantees that all work is performed in a professional manner and according to the highest standards of the transcription profession. Furthermore, Net Transcripts guarantees 98% error-free transcripts, the most rigorous quality standard in the country. Regardless, transcription work containing errors identified by the City may be returned to Net Transcripts for immediate correction. Corrections to all transcripts are made free of charge.
- C. Net Transcripts is a high volume transcription company and staffs according to average volumes with some overrun capacity to handle the standard variations in day-to-day volumes.

- D. All of Net Transcripts' transcriptionists and other staff members undergo criminal and other background checks. Please refer to Section (3.2)(H)(ii) above for more information regarding Security, Confidentiality and Employee Screening. Net Transcripts shall provide proof of documentation of background checks upon request.
- E. Net Transcripts provides for the electronic transfer of files as part of their standard business practice. There is no additional fee for this service/transfer method. This method shall facilitate for the electronic transfer of digital media files to be transcribed, and the return transfer of completed, digital documents.
- F. There is no additional hardware or software that will be required as part of this agreement. However, should the City choose to convert their own analog media, as proposed in Section (3.2)(B)(iv), Net Transcripts shall provide the City with the necessary software with no additional charge to the City.
- G. Net Transcripts maintains a Quality Control (QC) Department, which ensures quality specifications are adhered to. Please refer to Section (3.2)(G)(ii) for more information regarding Net Transcripts' QC program. Net Transcripts shall make reports and/or QC guidelines available to the City upon request.
- H. Net Transcripts guarantees 98% error-free transcripts, the most rigorous quality standard in the country. Please refer to Section (3.2)(G)(i) for more information regarding Net Transcripts' Accuracy Guarantee.
- I. Net Transcripts provides verbatim transcription only. All transcripts accurately reflect the full and complete literal statement(s). Please refer to Section (3.2)(G)(i) for more information regarding Net Transcripts' Accuracy Guarantee.
- J. All of Net Transcripts' transcriptionists and other staff members are bound by a comprehensive Non-Disclosure/Confidentiality Agreement, which includes Conflict of Interest provisions that were specifically created for the services that Net Transcripts performs. Net Transcripts shall make a copy of this agreement available to the City upon request.

4.0 Qualifications & Experience

Net Transcripts is a high-volume, verbatim transcription and translation business, located in Tempe, Arizona.

Net Transcripts began providing Law Enforcement transcription services in 2001 and now serves local municipalities, county and state agencies nationwide – including police departments, sheriff's offices, city and district attorneys, public defenders offices, fire departments and others.

To date, Net Transcripts serves over 250 law enforcement and criminal justice agencies. In Arizona, we are currently providing services to the Maricopa County Sheriff's Office and the County Attorney's Office, the Scottsdale Police Department, Gilbert Police Department, Tucson Police Department and the Pima County Public Defender, just to name a few. Net Transcripts serves over 50 different District Attorney's Offices throughout California and provides transcription services to many other agencies across the southwest including the Metropolitan Las Vegas Police Department, North Las Vegas Police Department and the Austin Police Department.

Net Transcripts primarily utilizes its proprietary, online database to process all transcription requests. This interface allows users to electronically transfer digital audio and video recordings 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 an encrypted File Transfer Protocol (FTP) server for the digital transfer of large (>100MB) digital files.

Net Transcripts also maintains the ability to process transcription from non-digital media as well (cassette tapes, audio CDs, DVDs, etc), however, that media must be mailed to Net Transcripts, preferably via a secure courier.

Net Transcripts is capable of transcribing from a wide variety of both digital and analog audio and video sources. Please see Supported Media Formats for a detailed list of supported audio and video sources.

Upon receipt of audio, Net Transcripts has an extensive team of professionally trained and dedicated verbatim transcribers who process all English-spoken transcription requests. All completed transcripts are then reviewed by Net Transcripts' Quality Control Department to ensure accuracy before they are delivered to the customer.

It is Net Transcripts' standard practice to deliver completed transcripts either via email, or by downloading them via Net Transcripts' online database. All transcription orders are posted and made available online for ninety (90) days, upon which they are automatically purged from the online database and centrally archived with Net Transcripts. Archived transcripts can be retrieved upon direct request from the customer.

5.0 References

Please see attached QUESTIONNAIRE

6.0 Cost Considerations

Please see attached PRICE SHEET



Net-Transcripts provides accurate, web-based transcription services to support the critical needs of municipalities and organizations.

APPENDIX A – SUPPLEMENTAL PRICING GUIDE
 NT STANDARD LAW ENFORCEMENT & CRIMINAL JUSTICE PRICING

TRANSCRIPTION SERVICES	PRICING (per minute of audio)	VALUE ADDED SERVICES (optional)	PRICING
<i>From Digital Audio</i>		Editing Audio Per Customer Request	\$12.50
Standard (3 business days)	\$2.10	Editing Text Per Customer Request	\$0.83 /min
Next Day (1 business day)	\$3.25	Archive Retrieval	\$29.00
		--Burned to CD and sent UPS Next Day	
Transcribed direct from Audio Cassette (4 business days)	\$4.50	Hardcopy of Transcript	\$20.00
		--Sent UPS Next Day	
TRANSLATION SERVICES	PRICING (per minute of audio)	Transcript Burned to CD	\$10.00
Domestic Partner		-Sent UPS Next Day	
Spanish Transcription	\$8.75	Faxed Hardcopy	\$40.00
Spanish to English Translation	\$29.50	--Does not include International Toll	
Global Partner		Dubbing to standard Digital Audio format	\$4.95 /tape or CD
Spanish Transcription	\$3.75	--Cassette tapes/Audio CDs	
Spanish to English Translation	\$15.25	Dubbing VHS/DVD to Digital Audio	\$9.95 /tape or DVD
		Dubbing Specialty Audio Files	\$9.95 /recording
Other Languages Available	Per quote	Return of Tape to Client	Varies

APPENDIX B – GOVERNMENT PROCUREMENT MAGAZINE ARTICLE



There is A Lot More to Purchasing than Price

As Featured in December 2007 Issue of Government Procurement Magazine

The problem facing the Tucson Police Department was a grim one. A backlog of audio recordings of more than 800 interviews needed to be transcribed. Prosecutors, Public Defenders and the Courts needed verbatim transcripts of these recorded interviews, and they needed them quickly.

Based on marketing materials it had previously received, the Department enlisted the services of Net Transcripts, a firm that provides transcription outsourcing to more than 200 Criminal Justice and Law Enforcement agencies nationwide. In cooperation with the City's procurement staff, the police established a pilot transcription outsourcing program.

The program lasted six months. An initial budget was established and strict dollars limits were imposed. Net Transcripts was tasked with clearing the backlog. The results would be evaluated.

The pilot program was subsequently deemed successful. A formal solicitation process for future transcription services was initiated. It was the first time the Police Department anticipated outsourcing transcription on a scale requiring an Annual Requirements Contract, a reflection of their ongoing need for outside transcription services.

The Plight of the Pioneer

While the City's solicitation process for transcription outsourcing differed little from other solicitations, the preparation of the solicitation document proved difficult.

Christina Schipansky, a Principal Contract Officer for the City of Tucson, describes the process as one requiring patience and creativity. "This was the first time we had sought to solicit offers for transcription outsourcing. It was something new. We hadn't done it before.

"To our knowledge there were no other procurement agencies from whom we could learn or upon whose experience we could build. As such, we were starting from scratch. We had to formulate a document that would enable us to obtain the information we needed in order to make an informed decision.

"Establishing pricing criteria posed another challenge. Would we pay for transcription by the word, by the line or by the page? Would pricing be based on turnaround time or the accuracy of the finished transcript?"

Letting Common Sense do the Heavy Lifting

The logical first step was to establish performance specifications and evaluation criteria. This process began with a series of brainstorming sessions. Procurement and police representatives identified what the Department needed and what it wanted.

Their needs ranged from guaranteed system security to employee confidentiality. They wanted a vendor with established credentials. These and other criteria were included in the solicitation's Scope of Work.

From scratch to final document, the City's Request for Proposal was "on the street" within 90 days. It was published online and notices were sent to vendors registered with the City for the kinds of services needed. Potential vendors had three weeks to submit their responses.

Seven proposals were received. Each response was evaluated by a committee, the members of which represented the Tucson Police Department, the Prosecutor's Office and another law enforcement agency.

Members were chosen based on their applicable knowledge and experience. They were selected and the evaluation criteria were established before the solicitation was disseminated to the vendor community.

According to Christina Schipansky, "The evaluation process consisted of two parts. First, the evaluation committee scored subjective criteria, things like the vendor's qualifications and experience and their method of approach.

"The evaluation of price was an objective comparison of each pricing offer against the lowest offer based on a formula. Traditional pricing for transcription is per-line or per-page. The Police Department found that, for their needs, price-per-minute of recorded audio was the most accurate way to price the work done to transcribe an interview."

The committee met to review the strengths and weaknesses of each proposal. On a vendor-by-vendor basis, they discussed which vendor brought what strengths to the table.

Did the proposals contain enough relevant information to make a selection? Did the committee members want to conduct site evaluations? Would the selection process benefit from face-to-face meetings with each potential vendor?

In the end, however, it came down to two fundamental questions: How did each of the seven responses compare to the evaluation criteria? Which offer best met the needs of the Tucson Police Department?

After the evaluation committee members ranked the offers a recommendation was made. It could have been an authorization to enter into negotiations with a given vendor or an outright award. The committee could have created a short list and conducted interviews.

Instead, a “most advantageous” standard (versus a traditional “low bid” standard) was applied. In these cases, an award recommendation is conferred on the proposal determined to be the most advantageous to the City given the evaluation criteria set forth in the Request for Proposal. On that basis, the committee chose Net Transcripts as the Police Department’s transcription outsourcing vendor.

Procurement Favors Vendors with a Penchant for Detail

Gary Hubbard, Net Transcripts’ Director of Marketing and Business Development, observed that, “More and more Criminal Justice and Law Enforcement agencies are outsourcing work to outside vendors. Therefore, vendors need to take time to thoroughly understand each solicitation process and how it works. Each procurement department approaches these competitive processes differently.

“While one procurement department may place a premium on one requirement, another department may place more weight on other criteria. As a potential vendor, it’s your responsibility to find out what’s relevant and what isn’t. Ask questions. Don’t make assumptions.”

Christina Schipansky adds, “Be sure to answer the questions asked. Provide the information requested and do so in the specific form required. Tailor your response to the unique needs of the agency with whom you are proposing to do business. While we don’t discourage creativity, vendors should make sure they are responding to the specific questions asked. Responses should be thorough.

“It’s also important to note that the requirements of a Request for Proposal process can differ substantially from a ‘low bid’ process. These days, faxing a price sheet to a procurement officer isn’t sufficient. Often, price is only one of several variables subject to evaluation.”

Listen and Learn

According to Christina Schipansky, “I can’t over stress the importance of taking time to really listen to what the vendor community has to say. Oftentimes, they’re the experts. You can learn a lot if you listen to them and, in the end, you’ll end up with a better solution to the problem you’re trying to solve.”

Gary Hubbard echoes Christina’s advice, “There are new, better and more cost effective ways to get things done. One of our greatest challenges is getting people to sit down, let go of the past and learn about new ways of doing old things. For example, we use a secure web-based process to do what folks have traditionally done with pens and pencils.

“Procurement departments have to be open to change, high tech or otherwise. Tucson’s willingness to listen made a significant difference. It produced a better result for everyone involved.”

Schipansky further notes that, “Positive working relationships are critical. Time spent fostering professional relationships inside the City and inside the vending community is time well spent. It speeds negotiations and eases tensions when inevitable problems arise. People who respect one another and work well together generally do a better job for each other and taxpayers.”

Hubbard agrees. “Positive professional relationships are absolutely essential if you want to be successful. We’re here for the long haul. Therefore, it’s incumbent upon us to nurture and maintain these relationships. Unfortunately, given the inevitable turnover that exists within most organizations, this can be difficult. But, that doesn’t make it any less important.”

Hubbard also notes that, “The Police Department learned it wasn’t necessary to transcribe every interview they recorded, only interviews that would be needed in court. Our accelerated turnaround time enabled the Department to defer transcription decisions until the last minute when the certainty of a trial was confirmed. As such, the Department spends less on transcription because the number of required transcripts is reduced. This was an anticipated outcome.”

Additionally, procurement agencies in other parts of the country can benefit from the solicitation process and final agreement reached between the Tucson Department of Procurement and vendors like Net Transcripts. Those seeking transcription outsourcing services no longer have to start from scratch. They can take advantage of the successful work product of another procurement agency, assuming such work meets their standards.

When asked to comment on Tucson’s Department of Procurement, Christina Shipansky described some of the qualities that she believes typify a successful procurement agency.

“A purchasing department that offers creative and thoughtful solutions and uses ‘best value’ practices and ‘most advantageous’ standards provides the best service to those it serves. Likewise, there’s no substitute for a talented staff led by progressive administrators who value professionalism.”

For Further Information Contact:

Criminal Justice and Law enforcement agencies and Purchasing Departments that want to learn more about transcription outsourcing are invited to contact the following:

City of Tucson Procurement Department

The City of Tucson's Department of Procurement is the City’s centralized contracting authority. It is composed of seven divisions: Administration, Design and construction, Purchasing, Services Contracting, Mail Services, Reprographics and Stores. In fiscal year 2007, the department’s 15 contract officers managed and awarded 250 solicitations. Total spend under contract for the year was \$350 million. The staff manages over 600 annual requirements contracts.

Christina Schipansky, Principal Contract Officer, Department of Procurement, City of Tucson, 255 W. Alameda, 6th Floor West, Tucson, Arizona 85017, (520) 837-4131. Email inquiries can be sent to Christina.Schipansky@tucsonaz.gov. For more information on the City of Tucson Department of Procurement visit www.tucsonaz.gov/procure.

City of Tucson Police Department

Founded in 1775 as the Tucson Presido, the city fell under the jurisdiction of the United States in 1854. It is now the 2nd largest city in Arizona, located 110 miles south of Phoenix. Approximately 1,000 sworn officers of the Tucson Police Department, covering a jurisdiction of 156 square miles, serve a population of 519,000.

Lieutenant Richard Wilson, City of Tucson Police Department, 270 South Stone Avenue, Tucson, Arizona 85701, (520) 791-4770. Email inquiries can be sent to Richard.Wilson@tucsonaz.gov. For more information on the City of Tucson Police Department visit www.tucsonaz.gov/police.

Net Transcripts, Inc.

Net Transcripts is the largest provider of transcription outsourcing services to Criminal Justice and Law Enforcement, providing transcripts for Patrol Reporting, Criminal Investigations and Internal Affairs.

Net Transcripts, Inc. can be contacted at Net Transcripts, Inc. 425 South 48th St., Suite #103, Tempe, AZ 85281 or by telephone at 1-800-942-4255. Email inquiries can be sent to gghubbard@nettranscripts.com. For more information on Net Transcripts' transcription services for Law Enforcement visit www.nettranscripts.com.



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **Q08-05**

Page 1 of 3

Description: Law Enforcement Transcription Services

Amendment No: One (1)

Date: 4/15/09

Buyer: Lisa Houg, CPPB

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 8/1/2009 to 7/31/2010.**
- B. The Interpretive Spanish Translation service and rate of \$9. per minute are added to the contract, per attached letter.
- C. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
 - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature]
Signature

4-15-09
Date

Gary Nudd, President, CEO
Typed Name and Title

Net Transcripts, Inc.
Company Name

425 S. 48th Street, Suite 103
Address

Tempe
City

AZ
State

85281
Zip Code

Attested by:

[Signature]
Mary Jo Kief, City Clerk

[Signature]

Requested by: Teresa Corless, Administrative Services Supervisor, Police Department

[Signature]

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

[Signature]

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
April 30, 2009, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON43508A
Contract Number:

Official File



CONTRACT AMENDMENT

Solicitation No: **Q08-05** Page 2 of 3
Description: Law Enforcement Transcription Services
Amendment No: One (1) Date: 4/15/09

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

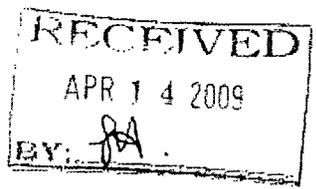
Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



Lisa Houg
Peoria Police Department
8351 W. Cinnabar Avenue
Peoria, AZ 85345

Re: Introducing Interpretive Spanish Translation at a greatly reduced cost!

Everyone at Net Transcripts would like to thank you for your business. Your continued support, encouragement and referral of our services have allowed Net Transcripts to become the nation's leading provider of Transcription Solutions to criminal justice and law enforcement agencies.

We strive to continually perfect our services, and to embrace the latest technology and processes available in our commitment to provide you with the very best transcription and translation services, and to do so at a significant cost advantage. However, we are aware that the current economic climate has placed additional challenges and burdens on many departments across the country.

Accordingly, we would like to introduce a new, significantly more cost effective alternative to our Translation Solution. Until recently, Net Transcripts has always provided the conventional Two-column Translation, which provides a transcript of the audio as spoken, accompanied by the English translation. We provide this conventional form of Translation at the most advantageous and competitive price possible. However, we have since found that some of our customers and new prospects do not require this conventional Two-stage Translation process. To this end, we proudly introduce Interpretive Translation, which is a Single-stage process whereby an English transcript is produced directly from the audio.

Interpretive Translation is 76% more affordable than the conventional Two-column Translation.

The following in is our Price List for both services:

- \$9.00 per minute of audio - Interpretive Translation of Spanish
3-5 business day turnaround
- \$38.25 per minute of audio - Two-Column Translation of Spanish
10-14 business day turnaround

Of course, we will continue to provide the two-column Translation service, but we invite you to contact us for further details about our substantially less expensive Interpretive Translation.

As always, we greatly appreciate your business and value our continued working relationship.

Thank you kindly,

The Entire Net Transcripts Team



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N 85th Ave, 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax (623) 773-7118

Solicitation No Q08-05 Page 1 of 3
 Description Law Enforcement Transcription Services
 Amendment No Two (2) Date 11/17/2009

Buyer: Lisa Houg, CPPB

Q08-05, ACON43508 is being amended to add the attached Discount Pricing Schedule. In addition, the schedule includes Patrol and Case Report Narrative services to the contract.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Gary Nudd Signature 11/17/09 Date Gary Nudd, President/CEO Typed Name and Title Net Transcripts, Inc Company Name

425 S 48th Street, Suite 103 Address Tempe City AZ State 85281 Zip Code

Attested by

Rhonda Simmons

For Mary Jo Waddell, City Clerk



City Seal

CC Number
 ACON 43508B
 Contract Number
 Official File

Teresa Corless

Requested by Teresa Corless, Administrative Services Supervisor, Police Department

Lisa Houg

Recommended by Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

December 4, 2009, at Peoria, Arizona

Herman F. Koebergen
 Herman F Koebergen, Materials Manager

A CON 43508B



**LAW ENFORCEMENT & CRIMINAL JUSTICE PRICING
HIGH-VOLUME DISCOUNT SCHEDULE**

ANNUAL TRANSCRIPTION VOLUMES (IN MINUTES OF AUDIO)	DISCOUNT *
0 – 20,000	0%
20,001 – 50,000	10%
50,001 – 100,000	13%
100,001 +	18%

TRANSCRIPTION SERVICES	PRICING per minute of audio
<i>From Digital Audio</i>	
Standard (3 business days) *	\$2 10 /min
Next Day (1 business day) *	\$3 25 /min
Patrol & Case Report Narratives (3-5 business days)	\$1 85 /min
Patrol & Case Report Narratives (1 business days)	\$2 90 /min

* Discount percentage is applied to individual invoices as actual volumes are reached throughout the Calendar Year (Jan-Dec) Discounts do not apply to Patrol & Case Report Narratives, Spanish Transcription Services or Value Added Services

SPANISH TRANSCRIPTION SERVICES	PRICING per minute of audio
<i>From Digital Audio spoken in Spanish</i>	
Spanish to English Interpretation	\$9.00 /min
Spanish Transcription w/ Spanish to English Translation (Global)	\$19.00 /min
Spanish Transcription w/ Spanish to English Translation (Domestic)	\$38 25 /min

SPANISH TO ENGLISH INTERPRETATION (English Translation Only)

The Spanish to English translation services will produce a document written in English only, and does not include a written Spanish transcript. The resulting document will be a written translation of the originally spoken recording. Turnaround time for transcribing Spanish audio is three (3) business days. Turnaround begins when Net Transcripts receives an order and the associated audio in a standard digital format. Audio files over 120 minutes in length, unusually large volume fluctuations from customer(s) may delay turnaround. If a delay is going to occur, Net Transcripts will contact the customer via email or telephone to alert the customer of the delay.

SPANISH 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 Spanish transcription and the resulting English translation. Turnaround time for transcribing Spanish 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 document. 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 applies to all Spanish translation.

OTHER FOREIGN LANGUAGES

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.

VALUE ADDED SERVICES	PRICING
Audio/Video Processing (Mail-In & Non-Standard Format 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

DIGITAL SOURCES No Conversion Needed	DIGITAL SOURCES Conversion Needed
.wav	Most Sony file types
dss	DVDs
mp3	Audio CDs
wma	Specialty Recordings (<i>codec or player required</i>)
.ra & .rm	-- ie: For The Record (.ftr) & (.trm), Active Player (.vo7)
File Types That Can Not Be Converted By NT	ANALOG SOURCES Conversion Needed
cda	Standard & Micro Audio Cassette
avi	Standard VHS Video Cassette



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl. Peoria, AZ 85345 Telephone: (623) 773-7115 Fax: (623) 773-7118

Solicitation No: RFQ 08-05 Page 1 of 1 Description: Law Enforcement Transcription Services Amendment No: Three (3) Date: 5/6/2010

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/10.

THE NEW CONTRACT TERM IS:

Contract Term: 08/01/10 To 07/31/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature]

Gary Nudd President/CEO

Net Transcripts, Inc.

425 S. 48th St., Ste. 103

Tempe

AZ

85281

Attested by:

[Signature]

Mary Jo Waddell, City Clerk

[Signature]

Requested by: Teresa Corless, PD Admin Services Supervisor

[Signature]

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

[Signature]

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 21, 2010, at Peoria, Arizona.

[Signature]

Herman F. Koebergen, Materials Manager



CC Number

ACON43508C

Contract Number:

Official File

City Seal

(Rev 02/11/10)

ORIGINAL



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: RFQ 08-05 Page 1 of 1
Description: Law Enforcement Transcription Services
Amendment No: Four (4) Date: 3/29/2011

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/11. **CONTRACT EXTENSION THREE**

THE NEW CONTRACT TERM IS:

Contract Term: 08/01/11 To 07/31/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Gary Nudd
Signature

4/8/2011
Date

Gary Nudd President/CEO
Typed Name and Title

Net Transcripts, Inc.
Company Name

425 S. 48th St., Ste. 103
Address

Tempe
City

AZ
State

85281
Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk



City Seal

(Rev 02/11/10)

CC Number

ACON43508D

Contract Number:

Official File

Roy Minter
Roy Minter, Chief of Police

Teresa Corless
Dept Rep: Teresa Corless, PD Admin Services Supervisor

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
[Signature] 26, 2011, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager

A CON 43508D



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: RFQ 08-05 Page 1 of 1
Description: Law Enforcement Transcription Services
Amendment No: Five (5) Date: 4/16/12

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/12. **CONTRACT EXTENSION FOUR**

LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM IS:

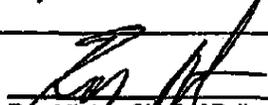
Contract Term: 08/01/12 To 07/31/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	<u>7/25/12</u> Date	Gary Nudd President/CEO Typed Name and Title	Net Transcripts, Inc. Company Name
<u>425 S. 48th St., Ste. 103</u> Address	<u>Tempe</u> City	<u>AZ</u> State	<u>85281</u> Zip Code

Attected by:


Rhonda Jereminsky
Wanda Nelson, City Clerk
Acting


Roy Winter, Chief of Police


Dept Rep: Teresa Cordess, PD Admin Services Manager



City Seal

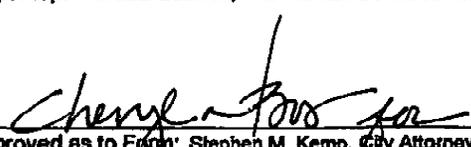
(Rev 02/11/10)

CC Number

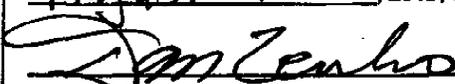
ACON43508E

Contract Number:

Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 1, 2012, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor

A DON 43508E



CONTRACT AMENDMENT

Materials Management Procurement

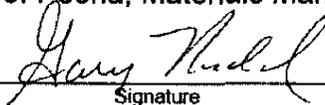
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: RFQ 08-05 Page 1 of 1
Description: Law Enforcement Transcription Services
Amendment No: Six (6) Date: July 24, 2013

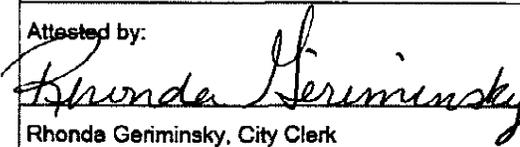
Buyer: Lisa Houg, CPPB

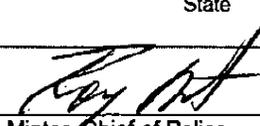
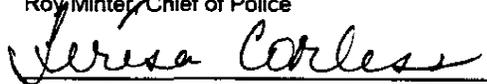
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/13. The contract is being extended on a month-to-month basis not to exceed 60 days or September 30, 2013.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	7/24/2013	Gary Nudd President/CEO	Net Transcripts, Inc.
Signature	Date	Typed Name and Title	Company Name
425 S. 48 th St., Ste. 103	Tempe	AZ	85281
Address	City	State	Zip Code

Attested by:


Rhonda Geriminsky, City Clerk

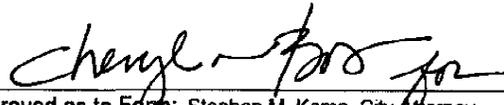

Roy Minter, Chief of Police

Teresa Corless, PD Administrative Services Manager



City Seal

(Rev 02/11/10)

CC Number
ACON43508F
Contract Number:
Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 1 2013, 2013, at Peoria, Arizona.


Dan Zenko, Materials Manager

A I CON 43508F