

**NOTICE OF OPEN SOLICITATION
ACS-NOS-12-005**

RETURN THIS PROPOSAL TO THE ISSUING OFFICE AT:



State of Alaska/Alaska Court System
Purchasing Department
820 West 4th Avenue
Anchorage, AK 99501-2005
Attn: Jesse Head
Procurement Specialist II

THIS IS NOT AN ORDER

DATE ISSUED: September 2, 2011

Open solicitation-Transcription Services

This is an open solicitation for qualified responders to be added to the list of transcribers contracted with the court. Solicitation responses may be submitted to the Alaska court system purchasing department at any time, **but must be received by Friday, September 23 at 2:00p.m. AKST (Alaska Standard Time) to be included in the initial list of contractors.**

Any questions referring to the solicitation process should be directed to the Purchasing Department, contact information provided below. Any questions referring to the transcript process should be directed to Transcript Coordinator, Kathleen Amand, at (907) 264-0450.

PROVIDER'S NOTICE: By signature on this form, the respondent certifies that:

- (1) the respondent has a valid Alaska business license and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license with the response:
 - * a canceled check for the business license fee;
 - * a copy of the business license application with a receipt date stamp from the State's business license office;
 - * a receipt from the State's business license office for the license fee;
 - * a copy of the respondent's valid business license;
 - * a sworn notarized affidavit that the respondent has applied and paid for a business license;

- (2) the respondent is complying with:
 - * the laws of the State of Alaska;
 - * the applicable portion of the Federal Civil Rights Act of 1964;
 - * the Equal Employment Opportunity Act and the regulations issued hereunder by the state and federal government; and
 - * all terms and conditions set out in this solicitation.

If any respondent fails to comply with (1) or (2) of this paragraph, the Alaska Court System may reject the response, terminate the contract, or consider the contractor in default.



Jesse Head
Procurement Specialist II
jhead@courts.state.ak.us

Telephone Number
907-264-8224

Fax Number
907-264-8290

| | |
|--------------------------------|-----------------------|
| Business Name | Federal Tax ID Number |
| Authorized Signature | Date |
| Printed Name | Telephone Number |
| Alaska Business License Number | Fax Number |

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ACS-NOS-12-005

SOLICITATION FOR CONTRACTORS TO PROVIDE TRANSCRIPTION SERVICES TO THE ALASKA COURT SYSTEM

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STANDARD TERMS AND CONDITIONS

1. **Authority:** This solicitation is conducted under the provisions of the Alaska Court System Procurement Guidelines, adopted by the administrative director of the Alaska Court System effective July 1, 2006. Copies of the Procurement Guidelines are available without charge from the Purchasing Department, 820 W. Fourth Avenue, Anchorage, Alaska 99501, telephone: (907) 264-8224 or at <http://www.state.ak.us/courts/procurement.pdf>.
2. **Respondents with Disabilities:** The Alaska Court System complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this solicitation as soon as possible, but no later than the date and time response submissions are due to make any necessary arrangements.
3. **Solicitation Review:** Respondents are requested to carefully review this solicitation as soon as it is received for defects and questionable or objectionable content. Questions, objections, or comments should be made in writing and received by the purchasing office no less than 15 calendar days before response submission opening, so that any necessary amendments may be published and distributed to respondents. Respondents' protests based upon any omissions, errors, or the content of the solicitation will be disallowed if not made in writing and received by the purchasing office no less than 10 calendar days before submission deadline.
4. **Solicitation Forms:** Respondents must use the attached forms in submitting responses. Response submissions may be submitted on photocopied forms.
5. **Amendments:** Respondents must acknowledge receipt of all amendments issued.
6. **Submitting Responses:** It is the responsibility of the respondent to ensure that the response submission and acknowledgement of subsequent amendments are received by the Purchasing Department before scheduled response submission opening time. Response submissions will be rejected if not received before the time set for opening.
7. **Human Trafficking:** By submission of their response, the respondent certifies that the respondent is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the response submission as non-responsive, or cancel the contract.
8. **Foreign Contracting:** By submission of their response,, the respondent certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the court system to reject the response submission or proposal as non-responsive, or cancel the contract.
9. **Contract Performance Location:** By submission of their response, the respondent certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the Alaska Court System to reject the response submission as non-responsive, or cancel the contract.
10. **Right of Rejection:** The Alaska Court System may reject any and all response submissions, and may waive informalities in response submissions received. A response submission will be rejected if it does not conform in all material respects to the essential requirements of the solicitation, if it contains a material alteration (including an erasure which is not initialed by the signer of the proposal), or if the respondent changes or qualifies the terms or conditions of the solicitation in a material manner which gives the respondent a competitive advantage over other respondents. Minor informalities are matters of form rather than substance, or insignificant mistakes that can be waived or corrected without prejudice to other

respondents; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The fiscal office shall waive in writing these informalities or allow a respondent to correct them depending on which is in the best interest of the Alaska Court System.

11. **Solicitation Cancellation:** A solicitation may be canceled before opening in whole or in part when the purchasing office determines in writing that such action is in the best interest of the court system.
12. **Responsibility:** A contract will be awarded only to a responsible respondent, who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance. A determination by the purchasing office that a respondent is not responsible may be protested.
13. **Assignment(s):** Assignment of rights, duties, or payments under a contract resulting from this solicitation is not permitted unless authorized in writing by the procurement officer of the contracting agency. Proposals that are conditioned upon the Alaska Court System's approval of an assignment will be rejected as non-responsive.
14. **Respondent Tax ID Number:** If goods or services procured through this solicitation are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the Alaska Court System before payment will be made.
15. **Severability:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
16. **Compliance:** In the performance of a contract that results from this solicitation, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
17. **Hold Harmless:** The contractor shall defend, hold, and save the Alaska Court System, its officers, agents, and employees harmless from liability of any nature or kind, including attorney fees, costs, and expenses, for or on account of any or all suits or damages of any virtue of performance of this contract, unless such suits or damages arise from carelessness or negligence on the part of the Alaska Court System or its employees in the performance of their assigned duties.
18. **Solicitation Preparation Costs:** Except as provided in ACS Procurement Guidelines section 4-401.03.8, the Alaska Court System shall not be liable for any costs incurred by the respondent in response submission preparation.
19. **Response Preparation Costs:** Except as provided in ACS Procurement Guidelines section 4-401.03.8, the Alaska Court System shall not be liable for any costs incurred by the respondent for response preparation.
20. **Notice of Intent to Award:** Ten days prior to the formal award of a contract, a Notice of Intent to Award will be issued to all respondents.
21. **Filing a Protest:** An aggrieved respondent responding to a competitive solicitation may file a written protest that contains the information required by 4-401.02.2 of the Alaska Court System Procurement Guidelines to the purchasing office no more than 10 calendar days after receipt of the intent to award.
22. **Contract Extension:** Unless otherwise provided in this solicitation, the Alaska Court System and the contractor agree: (1) that any holding over of the contract, excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of their intent to cancel such month-to-month extension at least 30 days prior to the desired date of cancellation.

23. **Disputes:** Any disputes arising out of this agreement shall be resolved under the ACS PrG and Rule 47 of the Alaska Rules of Administrative Procedure and the laws of Alaska.
24. **Compliance to Federal Civil Rights Act of 1964:** A respondent's submission indicates that the respondent is complying with the application portion of 42 U.S.C. §§ 1971, 1975, and 2000 (the Federal Civil Rights Act of 1964) and the Equal Employment Opportunity Act, AS 18.80 and the regulations issued thereunder by the State and Federal Government. If any respondent fails to comply with the Act or the Regulations issued thereunder, the Alaska Court System reserves the right to terminate the contract.
25. **Compliance with ADA:** By submission of their response, the respondent certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that service, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

GENERAL REQUIREMENTS

The Alaska Court System (“ACS”) is soliciting qualified transcribers to prepare transcripts, primarily for court proceedings for the four judicial districts of the state.

ACS has three types of transcript work. That which must be completed within 30 days after it is assigned is referred to as “30-day work”, that which must be completed within 15 days after it is assigned is referred to as “15-day work”, and that which must be completed within 7 days after it is assigned is referred to as “7-day work”. ACS will establish two categories of contractors to perform each of these three types of work. These two categories will be designated as Primary Contractors and Overage Contractors.

The ACS will maintain a list of all qualified providers in each category for each type of transcribing work. Transcribers on each list will be assigned on a rotating basis to perform the respective types of work, with the ACS reserving the right to make exceptions to the rotation on a case-by-case basis when deemed necessary to best service its operational needs.

1.1 Quantities/Monthly Base Requirements

Based on the court’s previous requirements, ACS estimates that its monthly base requirement for transcript work during the term of the contract will be as follows:

12,000 pages of 30-day work
1,500 pages of 15-day work
750 pages of 7-day work

It is important to note that **these quantities are estimates only**. Actual page requirements may vary widely from the numbers shown. Contractors are not guaranteed a minimum number of pages per month.

1.2 Nature of Work to Be Performed

1.2.1 **Primary and Overage Providers:** Because the transcript needs of ACS vary from month to month, based on past experience and anticipated needs, ACS seeks to contract with one or more “Primary Contractors” for the preparation of 30-day work, 15-day work and 7-day work. ACS also seeks to contract with multiple “Overage Contractors” for 30-day, 15-day and 7-day work.

The precise number of contractors to be placed on the list of Primary Contractors for each type of work will be determined by the total number of pages all qualified respondents indicate they are willing to produce each month.¹ To qualify as a Primary Contractor, respondents must agree to produce a portion of the monthly base requirement as described in section 1.13.1.² If there are more qualified respondents to this solicitation seeking to work as Primary Contractors than are needed to meet the court’s minimum monthly base requirements, selection for placement on the initial list will be determined by a random selection of those respondents who have satisfactorily completed at least ten transcript assignments within the last two years. A transcript assignment consists of one or more transcripts assigned on the same day.

¹Any qualified respondent who desires to be, but is not selected for inclusion on the active list of Primary Contractors will be placed on the list of Overage Contractors for the type of work indicated. The numerical sequence of placement on the Overage Contractors’ list will be determined by a random drawing of all such qualified respondents. Qualified respondents seeking to become Primary Contractors after the sequence of the Overage List is initially determined will be added to the bottom of

¹ For example, if six respondents each indicate that they will accept a maximum of 2,000 pages of 30-day work per month, ACS can produce its monthly base requirement of 12,000 pages of 30-day work, and the number of Primary Contractors for 30-day work would then be six. If three respondents indicate that each will accept up to 2,000 pages of 30-day work per month, and six respondents indicate that each will accept up to 1,000 pages of 30-day work per month, the number of Primary Contractors for 30-day work would be nine. Similarly, if one respondent indicates they will accept 750 pages of 7-day work per month, the number of Primary Contractors for 7-day work would be one, or if three indicate each will accept 250 each, the number of Primary Contractors for 7-day work would be three.

² Note that there is a distinction between the court’s base monthly requirements, which are specified in section 1.1, and the minimum number of pages per month respondents must commit to produce, which are specified in section 1.13.1.

the Overage List. In the event a vacancy arises on the Primary Contractors' list, the respondent at the top of the Overage list will be offered the opportunity to become a Primary Contractor for the type of work at issue. If the respondent at the top of the Overage Contractor list declines at that time, their name will be moved to the bottom of the list for the next vacancy, but they will continue to hold their place on the Overage Contractor list.

There is no limitation on the number of respondents who may be placed on the list of Overage Contractors. Qualified respondents seeking to become Overage Contractors after the sequence of the Overage List is initially determined will be added to the bottom of the list.

1.2.2 Assignment of Work: ACS will assign work first to Primary Contractors. In months when ACS has transcript work exceeding the monthly base requirement (that is, more than 12,000 pages of 30-day work, 1,500 pages of 15-day work or 750 pages of 7-day work), ACS will assign the additional work first to Primary Contractors and then to Overage Contractors. In months when ACS has less than the monthly base requirement, all available work will be assigned to Primary Contractors. ACS does not guarantee Primary Contractors a minimum number of pages per month, only that any available work will be assigned to Primary Contractors first.

1.3 **Term of Contract**

The term of this contract will be three years, beginning approximately October 1, 2011. Rates will remain firm throughout the term of the contract. Additional qualified respondents may be added to the contract, but such additions will not extend the term of this contract.

1.4 **Pricing**

ACS will pay for transcription services according to the following rate schedule:

30-Day Work

| | |
|---------------------|-----------------|
| Primary Contractors | \$3.00 per page |
| Overage Contractors | \$2.85 per page |

15-Day Work

| | |
|---------------------|-----------------|
| Primary Contractors | \$3.15 per page |
| Overage Contractors | \$3.00 per page |
| CINA cases | \$3.25 per page |

7-Day Work

| | |
|---------------------|-----------------|
| Primary Contractors | \$3.25 per page |
| Overage Contractors | \$3.10 per page |

1.5 **Format of Transcripts**

1.5.1 Manual of Transcript Procedures: Except as otherwise provided in this section, transcripts must be prepared in accordance with the official form prescribed by the most recent version of the Manual of Transcript Procedures and all subsequent versions and supplements of the Manual of Transcript Procedures. Copies of the current manual can be obtained online at <http://www.courts.alaska.gov/trialcts.htm#trans>

1.5.2 Digital Recordings and Log Notes: ACS will provide contractors with the audio recordings of court proceedings in digital format via download from a secure server. On rare occasions recordings on audio or video tapes may be provided.

1.5.3 Format of Electronic Version: The Contractor must submit one electronic copy of the transcript in the condensed format described in the Manual of Transcript Procedures (four condensed pages of transcript per full page) and one copy formatted in the following: Word Perfect for Windows 6.0 or

higher or Microsoft Word. All electronic copies of the transcript must match page per page, line per line. Each copy of transcript must be a complete document and include the transcriber's electronic signature on the certificate page in the last volume.

- 1.5.4 **Sanitized Version:** In cases involving confidential information, such as those involving termination of parental rights and those that fall under the Victims' Rights Act, two versions of the same transcript may be required. This would require an original transcript as well as a "sanitized" version in which the Contractor would do a global search and replace certain names and addresses with initials or pseudonyms such as John or Jane Doe. The Contractor must have the ability to perform this procedure in a manner that will not delay transcript preparation. The additional fee for a "sanitized" copy of the transcript will be ten cents (\$.10) per page.
- 1.5.5 **Disclaimer:** The following disclaimer must appear on the cover page of each volume of a transcript prepared for ACS:

DISCLAIMER
Transcripts Prepared for the Alaska Court System

The Alaska Court System accepted this transcript based on either review of a random sample or without review because the transcriber's prior work has consistently met court system standards.

Because it is possible that this transcript may contain some errors, the court system encourages parties to listen to the recordings of critical portions of the proceedings and to bring any significant errors to the ACS transcript coordinator's attention immediately.

1.6 **Acceptance**

- 1.6.1 **Acceptance Procedure:** Acceptance of the transcript will be determined within ten working days after receipt of the completed transcript. A random check of the transcript may be made to assure the finished product is at an acceptable level of quality. However, ACS may accept a transcript without review if the Contractor's prior work has consistently met court system standards. If a transcript is unacceptable, the court system will promptly notify the Contractor, and the transcript and invoice will be returned to the Contractor. The Contractor must correct all major transcribing errors and format errors identified by ACS and resubmit a corrected transcript within the time specified in section 1.8.2.

Upon receipt of a corrected transcript, ACS will verify the corrections and make another random check of the total transcript. If the corrected transcript is unacceptable, the transcript will be rejected and the Contractor will not be paid unless the transcript is corrected and used by ACS per Section 1.6.2.

- 1.6.2 **Accuracy:** Upon receipt of a completed transcript, the Statewide Transcript Coordinator (or another ACS employee) may make a random check of the transcript and determine the number of major and/or minor errors in the sample. Major errors include:

- (1) transcription or punctuation errors that affect the meaning of the sentence; and
- (2) "indiscernibles" that are discernible to the transcript coordinator when listening to the same tapes or disks used by the transcriber.

Major and minor errors are explained in more detail in Part II of the Manual of Transcript Procedures. The transcript coordinator may choose to mark all errors in the 'sample'. However, in determining the accuracy rate of the transcript, only major errors will be counted. The transcript coordinator will determine the maximum number of allowable major errors in the sample according to the following formula:

$$\text{Number of pages in a 5\% sample} \times 225 \times .0005 = \\ \text{maximum number of major errors allowed}^3$$

If the sample is at least 99.95 percent accurate, ACS will accept the transcript as is, provided there are no format errors.

If the sample contains more than the maximum number of allowable errors, the Contractor must correct all major errors in the sample. The corrected transcript must be returned to ACS within the time specified in section 1.8.2.

When the corrected transcript is returned, the transcript coordinator will review another random sample. If this sample does not meet the 99.95 percent accuracy rate, the transcript will be rejected and the Contractor will not be paid.

Rejected transcripts are the property of ACS and may be corrected and used by ACS. If a rejected transcript is corrected and used, ACS will pay the original Contractor the contract price less the cost to ACS for correcting the transcript.

If a Contractor submits more than eight transcripts that must be returned for correction during the term of the contract, ACS may terminate the contract under Section 1.10.1.

1.6.3 Format Errors: If a transcript contains any of the format errors listed in Part II of the Manual of Transcript Procedures, the transcript coordinator will require that those errors be corrected before accepting the transcript. Transcripts returned for correction of format errors, no matter how minor, will be counted when determining if a Contractor has submitted more than eight transcripts that must be returned for correction during the term of the contract under Section 1.6.2. Under section 1.10.1, if a Contractor submits more than eight transcripts that must be returned for correction during the term of the contract, ACS may terminate the contract.

1.7 Payment

A separate invoice, containing an invoice number, must be submitted to ACS with each completed transcript assignment. The invoice must list the case name and number, and indicate the total number of pages in the completed transcript and whether it is 30-day, 15-day or 7-day work. Other categories of charges must be listed separately. The invoice must be accompanied by a Transcriber Audio Evaluation form⁴ that has been completed by the transcriber.

ACS will normally process payment within 20 calendar days after the transcript is accepted, which could be up to 10 working days after receipt. As stated in section 1.9.3, any costs incurred by ACS in returning a transcript for correction will be deducted from the final payment for the transcript.

1.8 Timeliness

1.8.1 Timeliness Required: Transcripts must be submitted within the time specified in this section. A Contractor will be paid for a late transcript if it is otherwise acceptable; however, the late transcript will be treated as a rejection and may result in a penalty of \$0.15 per page for subsequent late transcripts. Under section 1.10.1 two rejected transcripts within a six-month period, or three rejected transcripts within a one-year period, may result in termination of the contract. A partial transcript, though timely submitted, will be treated as a rejection.

³ This formula is based on a sample of 5% of the total transcript. If the sample actually reviewed is smaller or larger than 5% of the total transcript, the formula will be adjusted accordingly.

⁴ A copy of this form is provided with each assignment and published in the Manual of Transcript Procedures.

1.8.2 Deadlines for Completion: 30-day work is due within thirty calendar days, 15-day work within 15 calendar days, and 7-day work is due within seven calendar days⁵. These deadlines are measured from the date the transcript is assigned to the Contractor or the date the audio is uploaded to the Contractor, whichever is later. A transcript is assigned on the date the transcript coordinator notifies the Contractor that the work is available.

A transcript is timely if the completed transcript is delivered to ACS on or before close of business on the due date.

Corrected transcripts must be returned to the transcript coordinator within the following deadlines:

30-day work: The corrected transcript is due within ten calendar days after the transcript is returned to the Contractor. If the transcript contains only format errors, the corrected transcript is due within five calendar days after the transcript is returned.

15-day work: The corrected transcript is due within five calendar days after the transcript is returned to the Contractor.

7-day work: The corrected transcript is due within three calendar days after the transcript is returned to the Contractor.

Under exceptional circumstances, the transcript coordinator may, upon request, authorize a longer period of time for completion of the corrected transcript.

A transcript is considered returned to the Contractor on the date the Contractor is notified that the transcript is unacceptable. A corrected transcript is timely if the transcript is delivered to the Statewide Transcript Coordinator on or before the due date.

1.8.3 Extensions: A Contractor is entitled to five extensions during each year of the contract⁶. An extension may not exceed five business days. If the Contractor exceeds the allowable number of extensions, any transcript turned in after the due date will be treated as late. A late transcript is treated as a rejection and may be grounds for termination under 1.10.1 of the contract.

To take an extension under this Section, the Contractor must contact the transcript coordinator by telephone or in writing before the date the transcript is due and schedule a new due date for the transcript. Otherwise, the transcript will be treated as late. As stated in section 1.8.1, a late transcript is treated as a rejection.

1.9 Delivery and Delivery Costs

1.9.1 Delivery of Audio Recordings and Log Notes: ACS will pay the cost of uploading the audio recordings and logs notes to the contractor. If a contractor chooses to use a delivery service to pick up CDs and log notes, the Contractor is responsible for this expense.

1.9.2 Delivery of Completed Transcript: Unless otherwise specified by ACS, completed transcripts must be emailed to the Statewide Transcript Coordinator or uploaded using the file transfer service specified by ACS.

1.9.3 Returned Transcript: If a transcript is returned to the Contractor for correction, the Contractor must pay the cost of resubmitting the corrected transcript to ACS.

⁵ If the due date falls on a weekend or court system holiday, the transcript is due the next business day. Otherwise, no additional time will be allowed for holidays.

⁶ If a Contractor has ten cases due on the same day and the Contractor requests a three-day extension for all ten cases, this would be treated as one extension, not ten extensions.

1.10 **Termination of Contract**

- 1.10.1 ACS has the right to terminate the contract if, over the life of the contract, including all extensions,
- (1) more than eight transcripts must be returned for correction of errors, including major errors under Section 1.6.2 and format errors, under Section 1.6.3, or
 - (2) two transcripts are rejected within a six-month period, or three transcripts are rejected within a one-year period, or
 - (3) the court learns of disclosure of confidential information received by a Contractor or its employees in the course of transcribing, or
 - (4) the Contractor received written notice from ACS of a material breach of the contract and fails to cure the breach within a reasonable amount of time as determined by the ACS transcript coordinator, or
 - (5) the Contractor submits a transcript that lacks a signed certificate from any person who transcribed a portion of the transcript, or
 - (6) the Contractor fails to submit a background check form completed by an employee or subcontractor prior to the time that the employee or subcontractor first prepares a transcript, or fails to immediately report criminal charges pending against the Contractor, a principal or officer of the Contractor, or an employee or subcontractor of the Contractor.
- 1.10.2 ACS will allow a brief grace period for new Contractors to become familiar with the court system's transcribing standards and format requirements. Therefore, in determining the number of transcripts that have been returned for correction by new Contractors who have not previously prepared transcripts for ACS, ACS will not count the first two transcripts that are returned.
- 1.10.3 If the contract is terminated, the Contractor may be disqualified from the list of approved transcribers and, if so, will not be eligible to provide transcript services for ACS for a period of at least six months from the date of termination.
- 1.10.4 **Appeal:** A Contractor may request that the Clerk of the Appellate Courts review a decision by the transcript coordinator or another ACS employee to reject a transcript or terminate the contract.

1.11 **Quality of Record**

- 1.11.1 **Bad Audio:** If a Contractor encounters bad audio, the Contractor should immediately contact the transcript coordinator. If the audio is replaced, the deadline for completion of the transcript will be extended by the time necessary to make the replacement and deliver it to the Contractor.⁷
- If the transcript coordinator determines that the quality of the audio is significantly below average, the transcript coordinator may grant a "bad audio extension", which will not count toward the Contractor's extension limit. The transcript coordinator will determine the length of an extension. A bad audio extension should be requested at least three days prior to the deadline for submitting the transcript.
- 1.11.2 **Additional compensation:** Except in extraordinary and compelling circumstances, a Contractor is not entitled to additional compensation because of poor quality audio. Respondents may contact the transcript coordinator to obtain sample recordings of court proceedings around the state.
- 1.11.3 **Refusal to Prepare Transcript:** If the transcript coordinator concludes that the audio quality is so poor that additional compensation is warranted, a Primary Contractor may decline to prepare the transcript in lieu of accepting additional compensation. A Primary Contractor may not otherwise decline work based on audio quality.

⁷ If audio is replaced, the transcript coordinator will decide how much additional time will be allowed to complete the transcript.

1.12 **Qualification of Respondents**

- 1.12.1 **Business License:** Respondents must have a current Alaska business license and provide evidence of such with their response. Refer to the cover page of this solicitation for additional information.
- 1.12.2 **Experience:** Respondents must provide proof that they have been engaged for at least two years in the preparation of court transcripts or other comparable transcribing work. ACS will determine the extent to which other transcribing work is deemed to be “comparable”.⁸
- 1.12.3 **Sample Transcript:** Respondents who are not currently providing transcription services to ACS, or whose contract was terminated, are required to submit a sample transcript prepared from audio provided by ACS. The sample should meet the requirements set forth in the Manual of Transcript Procedures. The audio sample may be obtained from the ACS transcript coordinator at kamand@courts.state.ak.us. The sample is to be submitted to the transcript coordinator and approved prior to submitting the solicitation response.
- 1.12.4 **References:** Respondents who have not previously performed transcription services for the ACS, have not had three transcripts accepted by ACS within the last two years or whose contract for such services has been terminated, must provide no fewer than three business references who can verify the quality and reliability of the transcriber’s work in preparing court transcripts or other comparable transcribing work.
- 1.12.5 **Confidentiality:** Transcribers must agree to comply with confidentiality guidelines on any transcript of confidential court proceedings. A signed confidentiality certificate must be provided to ACS for every employee of the Contractor, and every employee of any subcontractor hired by the Contractor, who performs work related to ACS transcripts.

1.13 **Response Method**

- 1.13.1 **Response Options:** There are three types of work: 30-day, 15-day and 7-day work. Respondents may sign up for any one, two, or all three types of work. Respondents wishing to be listed as Primary Contractor may submit a response for all or a portion of the monthly base requirement for each category of work, subject to the following minimums.⁹

30-day work.....1,000 pages
15-day work.....250 pages
7-day work.....250 pages

Because the transcript needs of the court system vary from month to month, a contract award is not a guarantee of a minimum number of pages per month. If the court system’s transcript needs in a particular month are less than the monthly base requirement, work will be assigned to the next Primary Contractor on the list of Primary Contractors for that category of work, subject to the reservation of ACS’s right to deviate from that rotation if, in the professional judgment of the ACS transcript coordinator, the operational needs of the court system so require.

- 1.13.2 **Award to Overage Contractors:** Any qualified respondent who does not commit to the number of pages required of Primary Contractors will be placed on a list of Overage Contractors. If the court system’s transcript needs in a particular month exceed the monthly base requirement, ACS will assign work to Overage Contractors on a rotating basis. Such assignments shall be subject to the reservation of ACS’s right to deviate from that rotation if, in the professional judgment of the ACS transcript coordinator, the operational needs of the court system so require.

⁸ Transcribing from dictation is not deemed comparable to transcribing court proceedings.

⁹ For example, in Item 9 on the Response Sheet, a Contractor could respond for 1,000 pages of 30-day work and 0 pages of 7-day work, but the response could not be for 500 pages of 30-day work and 500 pages of 7-day work because the minimum response for 30 day work is 1,000 pages.

1.13.3 A Primary Contractor may not decline work unless the Contractor has already been assigned the quantity of work that the Contractor agreed to accept. In assigning work to Primary Contractors, ACS will make reasonable efforts to accommodate family emergencies, illness, and vacation schedules.

1.14 **Submission of Responses**

1.14.1 **The following information must be included with the response:**

- (1) Completed and signed Coversheet on the first page of this solicitation.
- (2) Completed and signed Response Sheet on page 13.
- (3) Completed and signed Background Check Forms.
- (4) Evidence of the respondent's Alaska business license.
- (5) Evidence of proof of experience referred to in section 1.12.2.
- (6) Proof of acceptance of sample transcript referred to in section 1.12.3.
- (7) References referred to in section 1.12.4.
- (8) Confidentiality certificate referred to in section 1.12.5.
- (9) A clear indication whether the respondent wishes to be listed as a Primary Contractor or an Overage Contractor.
- (10) Acknowledgement that the ACS holds complete ownership rights to all court transcripts and will photocopy transcripts without any additional payments to transcribers.¹⁰

1.15 **Conviction for a Serious Crime**

1.15.1 Respondents may not be eligible for award if the respondent or a principal or officer of the respondent has been convicted of a serious crime. In determining whether or not the respondent is eligible for award, ACS may consider the nature and gravity of the offense or offenses; the time that has passed since the conviction and/or completion of the sentence; and any other fact or circumstance which may have a bearing on the suitability of the respondent to perform a contract awarded pursuant to this solicitation.

Failure of a respondent to disclose a conviction as required shall be an automatic bar to award.

1.15.2 A background check will be conducted as part of the solicitation process. Be sure to complete this section and the background check form on page 14, as failure to do so will result in rejection of your response. Applicants who have prior convictions that have been set aside under the terms of a suspended imposition of sentence (SIS), or who have received an unconditional pardon for prior convictions, may answer "no" to these questions. If you are not sure if your situation requires disclosure, please contact the Purchasing Department. The court system reserves the right to confirm all background information.

1.15.3 A conviction is not an automatic bar from award. However, in some cases written approval from the Clerk of the Appellate Courts may be required depending on the nature of the offense.

Have you ever been convicted of a felony? Yes No

Have you ever been convicted of a misdemeanor? Yes No

If you answered "yes" to either of the above questions, **please provide detailed information about the convictions(s) on a separate sheet of paper**, including date, location, and nature of offense and disposition. This information will be used in determining whether written approval from the Clerk of the Appellate Courts is required. Pending charges must be reported immediately upon the commencement of assignment of work.

1.15.4 A respondent may not use an employee or a subcontractor to prepare a transcript if that person has been convicted of a serious crime, unless written approval is first obtained from the Clerk of the

¹⁰ In addition, under Section 1.6.2, transcripts that are rejected by ACS are still the property of ACS and may be corrected and used by ACS. If a rejected transcript is corrected and used, ACS will pay the original contractor the contract price less the cost to ACS for correcting the transcript.

Appellate Courts. Prior to the preparation of a transcript by another person, that person must complete and submit a copy of the background check form on page 15.

In determining whether or not the employee or subcontractor may prepare a transcript, ACS may consider the nature and gravity of the offense or offenses; the time that has passed since the conviction and/or completion of the sentence; and any other fact or circumstance which may have a bearing on the suitability of the employee to prepare a transcript.

Failure of a Respondent to submit a background check form completed by an employee prior to the time that the employee or subcontractor first prepares a transcript shall give the ACS the right to terminate the contract.

- 1.15.5 Once placed on either the Primary or Overage list, the Contractor has a continuing obligation to notify the transcript coordinator of new criminal charges filed against the Contractor, against any principal or officer of the Contractor, or against any employee or subcontractor who is used to prepare a transcript by the Contractor.
- 1.15.6 "Serious Crime" means any crime that is or would be a felony in the State of Alaska. It also includes any lesser crime, a necessary element of which, as determined by the statutory or common law definition of such crime, involves misconduct as a public official, interference with the administration of justice, false swearing, misrepresentation, fraud, deceit, bribery, corruption, extortion, misappropriation, theft, or an attempt or a conspiracy or solicitation of another to commit a "serious crime".

RESPONSE SHEET

1. Respondent Business Name_____
2. Business Address_____
3. Business Phone_____ Fax_____
4. Email address_____
5. Evidence of current Alaska Business License: Attached_____
6. Proof of Experience: Attached____
7. Verification of approved Sample Transcript:
Attached____ Not required*____ Reason_____
8. References:
Attached____ Not required*____ Reason_____
9. Signed Confidentialy Form: Attached ____
10. Signed and completed Background Check Forms: Attached ____
11. Indicate one or more categories of work for which you wish to be considered. If you indicate an interest in being a Primary Contractor, you must also indicate the number of pages per month you will accept.**
 - Primary Contractor for 30-day work @_____pages per month.**
 - Overage Contractor for 30-day work**
 - Primary Contractor for 15-day work @_____pages per month.**
 - Overage Contractor for 15-day work**
 - Primary Contractor for 7-day work @_____pages per month.**
 - Overage Contractor for 7-day work**
10. I understand that ACS holds complete ownership rights to court transcripts and will photocopy transcripts without any additional compensation to me.
11. I am the duly authorized representative for the above-listed business. My name and title is_____

My signature below indicates that I have read and understand the terms and condition of the Solicitation, and that, if listed as a transcriber for ACS, I will abide by the terms and conditions of this Solicitation.

Date_____ Signature_____

* Respondents whose previous contract(s) with ACS were terminated must provide a sample transcript and three current references. Respondents who have had three transcripts accepted within the last two years by ACS are not required to provide new samples or current references.

** This number must conform to the requirements of Section 1.13.1 of the Solicitation.

ALASKA COURT SYSTEM
Statewide Transcript Office

GUIDELINES FOR PREPARATION OF CONFIDENTIAL TRANSCRIPTS

Re: Solicitation ACS-NOS-12-005 - Transcription Services

NOTICE: In preparing confidential transcripts, you must adhere to the following guidelines:

1. You must not discuss the proceedings with anyone, except to make arrangements for preparation, copying, or delivery of the transcripts.
2. Materials relating to confidential proceedings must not be shown or given to anyone, except
 - a. employees of the Statewide Transcript Office (or other designated ACS employee).
 - b. the people preparing or proofreading the transcripts.
 - c. the people copying the transcripts.
 - d. the people delivering the transcripts to you or the court system.
3. Materials relating to the proceedings must not be left unattended and must be secured to main confidentiality.
4. If any person or persons involved in the proceedings are known to you, you must immediately notify the Transcript Supervisor and you must not continue to work on the transcripts unless authorized to do so by the Supervisor.
5. All materials relating to the proceedings must be returned to the court upon completion of the transcript. Upon acceptance of the transcripts by the court, you must delete and erase all computer files relating to the transcripts.
6. Drafts and other unofficial copies of the transcripts must be destroyed by shredding or other means that will insure imprints or copies cannot be read. No materials relating to preparation of the transcripts may be discarded in readable form.

The following certificate covers all confidential transcripts for the duration of your contract with the Alaska Court System and commencing with the contract period starting October 1, 2011.

Certificate of Compliance

I certify that I will follow these guidelines in preparing confidential transcripts for the duration of my contract with the Alaska Court System. I understand that I am prohibited from disclosing or discussing any aspect of these proceedings with anyone, and that my failure to comply with this obligation may disqualify me and any company I work for from doing further transcribing for the Alaska Court System.

I also understand that it is my responsibility to insure that a confidential certificate is filed with the Alaska Court System for each of my employees or contractors involved in the preparation, proofreading, copying and delivery of all confidential transcripts.

Date

Transcriber's Signature

Printed Name