

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL

RFP No. S-1158

**Provide Transcription Services for the City of Garden Grove
Police Department**



GARDEN GROVE

PROPOSAL SCHEDULE

RFP Issued:	December 26, 2014
Mandatory Pre-Proposal Meeting:	January 12, 2015
RFP Submittal Date:	January 26, 2015

City of Garden Grove

REQUEST FOR PROPOSAL (RFP) No. S-1158

LETTER OF INVITATION

Date: December 26, 2014

Attention: Proposers

Subject: To Provide Transcription Services for the City of Garden Grove Police Department.

The City of Garden Grove is seeking a highly qualified firm to provide off-site transcription services for reports according to the Scope of Work (Attachment A).

All proposals must be in writing, sealed and identified as to content and be received and time stamped by the receptionist on the 2nd floor no later than **4:00 p.m., local time, on Monday, January 26, 2015.** Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the date/time recorder of the City of Garden Grove.

A MANDATORY pre-proposal meeting is scheduled for 2:00 P.M. on Monday, January 12, 2015 at the Garden Grove City Hall-Third Floor Training Room located at 11222 Acacia Parkway, Garden Grove, CA 92840. Only those proposals submitted by those contractors attending this meeting will be given consideration.

Please make sure that the person who attends this mandatory meeting understands the content of the meeting and is able to communicate it to others who are not present but need to know the information. Meeting minutes on the content and discussion that takes place during this mandatory meeting will NOT be provided by the City of Garden Grove

An original and Four (4) copies of your proposal, marked with your company name, using the Proposal Forms and including all information required by the Proposal Documents, must be delivered to and marked as follows:

RFP No. S-1158 (Transcription Services)
Attention: Sandra Segawa, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, CA 92840

All Proposals shall be valid for one hundred twenty (120) calendar days after the final proposal due date. The City of Garden Grove reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the Instruction to Proposers Section, item 9, Basis of Award of the RFP.

The contractor will be responsible for direct payment to all temporary help as well as all employer taxes, deposits and insurance. Employees must be bonded.

The contractor will also be responsible for verifying employees' legal right to work in the United States as required by the Immigration and Control Act of 1986. The contractor will assure compliance with all current EEO and ADA requirements.

Direct all questions regarding this proposal process to Sandra Segawa, via email, sandras@ci.garden-grove.ca.us. Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination. **All questions must be submitted in writing no later than Monday, January 19, 2015.** All questions will be addressed via an addendum on the City's website.

All correspondence regarding this RFP will be posted on the City's website via Planet Bids for all to review. Please make sure you are registered as a vendor with the City of Garden Grove so information is not missed or omitted in your proposal. It is the responsibility of the proposer to check the City's website for all addenda and updates.

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,



Sandra Segawa, C.P.M., CPPB
Purchasing Agent

CITY OF GARDEN GROVE

INSTRUCTION TO PROPOSERS

1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

2.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

3.0 PREPARATION OF PROPOSAL

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

4.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance **section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection. The proposal should conform to the requirements contained herein.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

7.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 60 days from the date specified in the Letter of Invitation.

8.0 EVALUATION OF PROPOSALS

Price **30%**

- Has the proposer provided complete pricing that address all requirements of the technical specification in terms of pricing?
- Is the proposal pricing competitive and fair for the services offered?

Project Plan **30%**

- Did the proposer provide the best plan for the City's needs?
- Has the proposer demonstrated their experience in providing quality transcription services?
- Has the proposer submitted a project plan?

Qualifications of Proposer/Ability to Meet Proposal Requirements **40%**

- Did the proposer submit a complete proposal, which includes the ability to meet all of the proposal requirements?
- Did the proposer include all documents required in the proposal and were those documents complete and submitted as required?
- Does the proposing company have a demonstrated record of providing successful transcription services?
- Did the proposer provide the three business references as requested with positive feedback?
- Does the proposer have experience with law enforcement or government agencies for at least 5 (five) years providing the same exact type of service?
- Performance in Interview (Optional at the discretion of the City)

9.0 BASIS OF AWARD

Any contract resulting from this RFP will be awarded to that firm whose proposal meets the requirements of the RFP and is most advantageous to the CITY in terms of meeting the technical requirements and for attainment of project objectives as defined in the Scope of Work considering the evaluation criteria stated in the Instruction to "Proposers Section", item 8, "Evaluation of Proposals" above. The CITY may request Proposers within the Competitive Range to present an oral briefing and discuss the merits

and/or deficiencies of their proposal. However, the CITY is under no obligation to enter into discussions or conduct negotiations with a proposer, but can award a contract on the basis of the offer received. The CITY will evaluate each proposal according to how favorable the services offered are to the CITY in light of the pre-established evaluation criteria and Cost Proposal reasonability. Proposers within the Competitive Range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations. Once a proposal has been found to be technically qualified, the CITY will make an award on the basis of the lowest priced technically qualified proposal.

10.0 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the CITY will enter into a Not to Exceed (NTE) contract. The Contract to be utilized is contained in contract section of this Request for Proposal (RFP). Under no circumstances will the Not to Exceed price be exceeded without express prior written approval of the CITY'S Purchasing Agent.

11.0 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the CITY and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for CITY's consideration, to defend and indemnify the CITY from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

12.0 CITY'S RIGHTS

The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The CITY reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposal.
4. Remedy technical errors in the Request for Proposal process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.

This RFP does not commit the CITY to enter into a contract, nor does it obligate the CITY to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

13.0 QUALIFICATIONS OF FIRMS

The CITY reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, Joint Venture, or other interested party that has been compensated by the CITY or a contractor engaged by the CITY for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

- The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work.
- The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.
- Any other requirements as listed in the Scope of Work for this RFP Document

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

The *successful proposer* will be responsible for obtaining a Garden Grove business license before work can begin. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

PROPOSAL REQUIREMENTS

CONTENTS OF PROPOSAL

1.1 GENERAL FORMAT OF PROPOSAL

The proposal shall constitute the Proposer's plan for completing the Scope of Work. Accordingly the Proposer should present the technical approach demonstrating a well-structured, reasonable Work plan. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding.

1.2 PROPOSAL CONTENT

Please use dividers to section off the different areas of the proposal so the information is easy to locate. The Proposal shall have the following components:

- A. **Proposal Letter (Pages 12-13)** completed and executed by an authorized representative of the Proposer.
- B. **Bidder/Contractor Statement (Page 14)** this must be submitted with your proposal for your proposal to be considered complete
- C. **Proposal Form (Pages 15-16) ATTACHMENT "B"** The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda. The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work. ***All lines of the Proposal Form must be complete or your proposal may be deemed as non-responsive.***
- D. **References**
Please provide a minimum of three (3) business references for the exact or similar type of transcribing services for law enforcement or government agencies for three consecutive years. Please include the clients name, project description, project dates (starting and ending), client project manager name, email address and telephone number. ***Please make sure that the information provided for your references is current and accurate.*** References will not be considered if information provided is inaccurate. *Please Do Not use the City of Garden Grove as a reference.*

E. Qualification Statement

A qualifications statement indicating general work experience specifically relevant to the Scope of Work as required in the Scope of Work. List any major projects in which your firm has participated (either in a lead or support role and state the degree of involvement). Qualification statements shall be submitted for the Proposer, Subcontractors and Joint Venture partners.

F. Work Plan/Technical Description

The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the Work. The plan shall demonstrate the Proposer's understanding of the scope of services. As stated previously, it should refine and/or expand scope of services to reflect how Proposer would complete the Work. Subcontractors may not be used for these services.

G. Proposed Manpower Analysis

The Manpower Analysis shall include information regarding proposed person hours broken down by tasks that key staff is expected to devote to the Work. The plan should incorporate resumes of one page or less of the designated Project Manager and key project personnel including education, background, related experience, accomplishments and other pertinent information, and no more than two pages for the remaining information. Proposal should include an analysis of other commitments and availability for key staff.

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

RFP No. S-1158

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME:

SANDRA SEGAWA, PURCHASING AGENT
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Transcription Services for the City of Garden Grove Police Department, per the Scope of Work which is attached as Attachment "A". We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. _____

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

_____	_____	_____
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address
and Telephone/Fax Numbers:

BY: _____	_____
(Signature)	
_____	_____
(Type or Print Name)	
_____	_____
(Title)	

(Email Address)	

**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa:
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

"ATTACHMENT B"
RFP NO. S-1158
(Transcription Services)
PROPOSAL PRICING FORM (Page 1 of 2)

PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY
Partial proposals will not be accepted! ALL LINES ON THIS FORM MUST BE
COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM YOUR PROPOSAL AS
NON-RESPONSIVE!

- A. Transcription of Daily Dictated Reports in Contractor's System (English)**
- a. Standard Turnaround (24 hours or less) Rate per Line \$ _____
 - b. In- Custody (expedited-less than 24 hours) Rate per Line \$ _____
- B. Interrogation Interview or Witness Statements-these would be emailed to the contractor or saved onto a CD for pick up by the contractor (English).**
- a. Standard Turnaround (5 working days) Rate per Page \$ _____
 - b. Expedited Turnaround (2-4 working days) Rate per Page \$ _____
 - c. Next Day Turnaround Rate per Page \$ _____
- C. Video in English**
- a. Standard Turnaround (5 working days) Rate per Page \$ _____
 - b. Expedited Turnaround (2-4 working days) Rate per Page \$ _____
 - c. Next Day Turnaround Rate per Page \$ _____
- D. Transcription of Daily Dictated Reports in Contractor's System (Spanish)**
- a. Standard Turnaround (24 hours or less) Rate per Line \$ _____
 - b. In- Custody (expedited-less than 24 hours) Rate per Line \$ _____
- E. Interrogation Interview or Witness Statements-these would be emailed to the contractor or saved onto a CD for pick up by the contractor (Spanish)**
- a. Standard Turnaround (5 working days) Rate per Page \$ _____
 - b. Expedited Turnaround (2-4 working days) Rate per Page \$ _____
 - c. Next Day Turnaround Rate per Page \$ _____
- F. Video in Spanish**
- a. Standard Turnaround (5 working days) Rate per Page \$ _____
 - b. Expedited Turnaround (2-4 working days) Rate per Page \$ _____
 - c. Next Day Turnaround Rate per Page \$ _____
- G. DELIVERY FEE: \$ _____ per _____ (please specify per mile, file, etc.)**

Note: **THIS COMPETED FORM MUST BE SUBMITTED WITH PROPOSAL**

"ATTACHMENT B"
RFP NO. S-1158
(Transcription Services)
PROPOSAL PRICING FORM (Page 2 of 2)

ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:

Please provide a cost break down of how additional costs are calculated.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXX** herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Transcription Services for the City of Garden Grove Police Department per Scope of Work, Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The initial term of the Agreement shall be from April 1, 2015 through March 31, 2016, with options for CITY to extend the term of the Agreement for up to four (4) additional years, for a total of five (5) years. Option years shall be exercised two (2) years at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Pricing Proposal (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided**. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment C, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT**. Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXX Dollars (\$XXXXXX), per year, payable in arrears and in accordance with Pricing Proposal, Attachment B. All work shall be in accordance with RFP No. S-1158.
 - 3.2 **Payment**. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and

payment shall be based on schedule included in Pricing Proposal (Attachment B).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy

is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

 - b. (Address of CITY) (with a copy to):

City of Garden Grove	Garden Grove City Attorney
11222 Acacia Parkway	11222 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
XXXXXXXXXXXXXXXXXX**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1158

**Provide Transcription Services for the City of Garden Grove Police
Department**

SUMMARY:

The Garden Grove Police Department is seeking a contractor to provide off-site transcription services for reports. The City dictates approximately 47,448 lines of Police Reports, monthly and 569,376 lines, annually. The City may also request transcription of investigative interview tapes.

GENERAL CONDITIONS

The Service provided by the Contractor shall comply with the requirements of these specific conditions.

1. No contract shall be made by the contractor with any other party for furnishing any of the required work or services herein contracted without the written approval of the City.
2. All proposals submitted shall be in accordance with all requirements set forth within this document.

GENERAL REQUIREMENTS:

1. Proposers are required to show proof that they have been transcribing for at least five (5) or more law enforcement or government agencies doing exact or similar transcription for at least three (3) consecutive years.
2. Proposers are required to provide three business references, other than the City of Garden Grove, as required in the Proposal Requirements section of this RFP document.
3. The transcription company providing work must be located in Orange County or adjacent County within close proximity, for ease of pickups and deliveries. Contractor must specify any applicable charges for this service.
4. The transcription company must send an employee for all pickup and deliveries because of the sensitive nature of the final product. No outside courier services can be used.
5. Confidentiality: Contractor agrees to maintain the confidentiality of all police department records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the

term of this contract. All such records and information shall be considered confidential and kept confidential by contractor and contractor's staff, agents or employees.

6. Contractor should be available 24/7, 365 days per year. Digital dictation can call at any time on any day, 24 hours a day to expedite a report that is going to court the following morning or needed for a search warrant in the middle of the night or for any reason deemed necessary by a Police Department Supervisor. Expedited cases must be transcribed with a 24-hour turnaround. Contractor must specify any applicable charges for expedites.
7. Contractor shall transcribe in both English and Spanish, as requested.
8. Contractor shall transmit all documents electronically using Microsoft Exchange on a secure Internet site.
9. Contractor shall charge a flat rate for the English and Spanish for any quality of work. Hourly rate can be applied to only jail cell and extremely difficult recordings. Hourly rate can only be applied at the approval of a Garden Grove supervisor.
10. Transcript lay out for Digital Dictation: Courier New 12 font, one-inch margins.
11. Transcript lay out for interrogations: Deposition format, 25 lines per page, Courier New 12 font, one-inch margins.
12. Contractor must provide a process that allows specified employees to track the status of police reports in the transcription process.
13. **EMPLOYMENT QUALIFICATIONS VERIFICATIONS:**
 - a. Contractor's staff, agents or employees must be live-scanned and polygraphed and sign a CORI form before performing any work on this contract.
 - b. Contractor must conduct a five (5) year employer background check to verify the applicant was not terminated for dishonorable circumstances.
 - c. Contractor must conduct a minimum of two personal reference checks
 - d. Contractor must conduct a drug-screening test to verify non-usage of drugs.
14. The results of the background checks shall be furnished to the City upon request.

APPENDIX A

**SAMPLES INSURANCE CERTIFICATES AND
ENDORSEMENTS**

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																			
PRODUCER		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 PROVIDED BY THE POLICIES BELOW.																			
INSURED																					
INSURER		INSURED:																			
		INSURER:																			
<p>COVERAGES</p> <p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED DESCRIBED ABOVE. IF ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OF ANY POLICY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED ABOVE SHALL APPLY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.</p> <p>Policy Expiration Date Is the policy still current?</p>																					
<table border="1"> <thead> <tr> <th>TYPE OF INSURANCE</th> <th>POLICY NUMBER</th> <th>ITS</th> </tr> </thead> <tbody> <tr> <td> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </td> <td></td> <td> EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PER-SOIAL & ADV INJURY \$ GEN'L AGGREGATE \$ PRODUCTS - COM/PROP AG \$ </td> </tr> <tr> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUT <input type="checkbox"/> SCHEDULED AUT <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AU </td> <td></td> <td> COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ </td> </tr> <tr> <td> CARAGE LIABILITY <input type="checkbox"/> ANY AUTO </td> <td></td> <td> ENT \$ AC \$ AG \$ </td> </tr> <tr> <td> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ </td> <td></td> <td> \$ \$ \$ \$ \$ </td> </tr> <tr> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY </td> <td></td> <td> WC STATUT [] [] EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYE \$ EL DISEASE - POLICY LIM \$ </td> </tr> <tr> <td> A OTHER Professional Liability & Contractors Pollution Liability </td> <td></td> <td> Each Claim Aggregate Each Claim Deduct. </td> </tr> </tbody> </table> <p>Policy Number Should be clearly visible and match endorsement</p> <p>Insurance Limits Are the limits correct?</p>	TYPE OF INSURANCE	POLICY NUMBER	ITS	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PER-SOIAL & ADV INJURY \$ GEN'L AGGREGATE \$ PRODUCTS - COM/PROP AG \$	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUT <input type="checkbox"/> SCHEDULED AUT <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AU		COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	CARAGE LIABILITY <input type="checkbox"/> ANY AUTO		ENT \$ AC \$ AG \$	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		\$ \$ \$ \$ \$	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC STATUT [] [] EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYE \$ EL DISEASE - POLICY LIM \$	A OTHER Professional Liability & Contractors Pollution Liability		Each Claim Aggregate Each Claim Deduct.
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<p>DESCRIPTION OF OPERATION(S)/LOCATION(S)/VEHICLE(S)/EXCLUSION</p> <p>Cancellation wording Is it properly amended?</p>																					
<p>CERTIFICATE HOLDER</p> <p>City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 USA</p>		<p>ADDITIONAL INSURED; INSURER LETTER:</p> <p>CANCELLATION 10 days NCC for non-payment of premium.</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL ADVISE THE INSURED BY MAIL 30 DAYS BEFORE NOTICE TO THE CERTIFICATE HOLDER UNLESS TO THE CONTRARY.</p> <p>AUTHORIZED REPRESENTATIVE</p>																			

Certificate holder must match entity in contract

SAMPLE

Policy number is clearly stated on Commercial
General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 20 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Garden Grove, it's officers, officials, employees, agents and
volunteers.

Information required to complete this Schedule, if not shown above will be shown in the Declarations

Schedule required with listed information

Section II – Who Is An Insured is amended to list
as an additional insured the person(s) or organiza-
tion(s) shown in the Schedule, but only with respect
to liability for "bodily injury", "property damage" or
"personal and advertising injury" caused, in whole or
in part, by your acts or omissions or the acts or omis-
sions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or
rented to you.

SAMPLE

Stated as Primary and Non-contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

SAMPLE

Very Important:

The endorsement must be primary and non-contributory.
Please clearly show the policy number on the endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

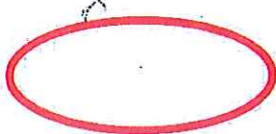
CG-F-65 (08-03)

Policy Number:

Transaction Effective Date

Policy number is clearly stated.
Does it match the insurance certificate?

POLICY NUMBER:



ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME: CITY OF GARDEN GROVE

ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842

Attention: Risk Management

Schedule required with
listed information

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days Indicated above before the effective date to our action.

Policy number is clearly stated on endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person of the Coverage Form. This endorsement changes the below.

Signature required

for the Who Is An Insured Provision of the Coverage Form. Unless another date is indicated

Endorsement Effective:	Comma Signed By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove, it's officers, officials, employees, agents and volunteers.

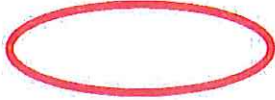
(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule required with listed information

Policy number is clearly stated on Commercial General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Schedule required with listed information

Location as stated in Contract

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE