Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

# CHANGE NOTICE NO. 14
to
# CONTRACT NO. 071B7200169
between
# THE STATE OF MICHIGAN
and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Metro Court Reporters, Inc. | Marie Schroeder | metrostate@sbcglobal.net |
| 33231 Grand River Avenue | TELEPHONE | CONTRACTOR #, MAIL CODE |
| Farmington, MI 48336 | (248) 426-9530 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |
| BUYER | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |

## CONTRACT SUMMARY:

DESCRIPTION: **COURT REPORTING SERVICES – REGION 1 – LARA – (See Attached)**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| February 15, 2007 | February 14, 2010 | 2, 1 yr. options | March 31, 2014 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| N/A | N/A | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | AVAILABLE TO MiDEAL PARTICIPANTS |
|---|---|
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | ☐ Yes ☒ No |

MINIMUM DELIVERY REQUIREMENTS:
N/A

## DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|---|---|---|---|
| ☐ No ☒ Yes | ☐ | ☒ | 6 months | September 30, 2014 |

| VALUE/COST OF CHANGE NOTICE: | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |
|---|---|
| $10,000.00 | $510,000.00 |

**Effective March 14, 2014, this Contract is hereby extended six months to September 30, 2014. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

# CHANGE NOTICE NO. 13
to
# CONTRACT NO. 071B7200169
between
# THE STATE OF MICHIGAN
and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Metro Court Reporters, Inc. | Marie Schroeder | metrostate@sbcglobal.net |
| 33231 Grand River Avenue | TELEPHONE | CONTRACTOR #, MAIL CODE |
| Farmington, MI 48336 | (248) 426-9530 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |
| BUYER | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |

## CONTRACT SUMMARY:

DESCRIPTION: **COURT REPORTING SERVICES – REGION 1 – LARA – (See Attached)**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| February 15, 2007 | February 14, 2010 | 2, 1 yr. options | December 31, 2013 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| N/A | N/A | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
|---|---|---|---|
| ☐ P-card | ☐ Direct Voucher (DV) | ☐ Other | ☐ Yes ☒ No |

MINIMUM DELIVERY REQUIREMENTS:
N/A

## DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|---|---|---|---|
| ☒ No ☐ Yes | ☐ | ☒ | 3 months | March 31, 2014 |

| VALUE/COST OF CHANGE NOTICE: | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |
|---|---|
| $10,000.00 | $510,000.00 |

**Effective December 31, 2013, this Contract is hereby extended three months to March 31, 2014. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

# CHANGE NOTICE NO. 12
to
# CONTRACT NO. 071B7200169
between
# THE STATE OF MICHIGAN
and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Metro Court Reporters, Inc. | Marie Schroeder | metrostate@sbcglobal.net |
| 33231 Grand River Avenue | TELEPHONE | CONTRACTOR #, MAIL CODE |
| Farmington, MI 48336 | (517) 371-5500 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |
| BUYER | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |

## CONTRACT SUMMARY:

DESCRIPTION: **COURT REPORTING SERVICES – REGION 1 – LARA – (See Attached)**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| February 15, 2007 | February 14, 2010 | 2, 1 yr. options | December 31, 2013 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| N/A | N/A | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS | |
|---|---|---|---|---|
| ☐ P-card | ☐ Direct Voucher (DV) | ☐ Other | ☐ Yes | ☒ No |

MINIMUM DELIVERY REQUIREMENTS:
N/A

## DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|---|---|---|---|
| ☒ No ☐ Yes | ☐ | ☒ | | |

| VALUE/COST OF CHANGE NOTICE: | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |
|---|---|
| $10,000.00 | $510,000.00 |

**Effective immediately, this Contract is hereby increased by $10,000.00. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

# CHANGE NOTICE NO. 11
to
# CONTRACT NO. 071B7200169
between
# THE STATE OF MICHIGAN
and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Metro Court Reporters, Inc. | Marie Schroeder | metrostate@sbcglobal.net |
| 33231 Grand River Avenue | TELEPHONE | CONTRACTOR #, MAIL CODE |
| Farmington, MI 48336 | (517) 371-5500 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |
| BUYER | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |

## CONTRACT SUMMARY:

DESCRIPTION: **COURT REPORTING SERVICES – REGION 1 – LARA – (See Attached)**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| February 15, 2007 | February 14, 2010 | 2, 1 yr. options | June 30, 2013 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| N/A | N/A | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | AVAILABLE TO MiDEAL PARTICIPANTS |
|---|---|
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | ☐ Yes ☒ No |

MINIMUM DELIVERY REQUIREMENTS:
N/A

## DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|---|---|---|---|
| ☐ No ☒ Yes | ☐ | ☒ | 6 months | December 31, 2013 |

| VALUE/COST OF CHANGE NOTICE: | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |
|---|---|
| $0.00 | $500,000.00 |

**Effective June 30, 2013, this Contract is hereby EXTENDED six (6) months to December 31, 2013.**

**All other terms, conditions, specifications, and pricing remain the same.**

**Per vendor agreement and DTMB Procurement approval.**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 4, 2013

# CHANGE NOTICE NO. 10
to
# CONTRACT NO. 071B7200169
between
# THE STATE OF MICHIGAN
and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Metro Court Reporters, Inc. | Marie Schroeder | metrostate@sbcglobal.net |
| 33231 Grand River Avenue | TELEPHONE | CONTRACTOR #, MAIL CODE |
| Farmington, MI 48336 | (517) 371-5500 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |
| BUYER | DTMB | Angela Buren | (517) 373-0325 | burena@michigan.gov |

## CONTRACT SUMMARY:

DESCRIPTION: **COURT REPORTING SERVICES – REGION 1 – LARA – (See Attached)**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| February 15, 2007 | February 14, 2010 | 2, 1 yr. options | December 31, 2012 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| N/A | N/A | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
|---|---|---|---|
| ☐ P-card | ☐ Direct Voucher (DV) | ☐ Other | ☐ Yes ☒ No |

MINIMUM DELIVERY REQUIREMENTS:
N/A

## DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|---|---|---|---|
| ☐ No ☒ Yes | ☐ | ☒ | 6 months | June 30, 2013 |

| VALUE/COST OF CHANGE NOTICE: | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: |
|---|---|
| $0.00 | $500,000.00 |

**Effective December 31, 2012, this Contract is hereby EXTENDED to June 30, 2013. Please note the buyer changed to Angela Buren.**

**All other terms, conditions, specifications, and pricing remain the same.**

**Per vendor agreement and DTMB Procurement approval.**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

June 4, 2012

**STATE OF MICHIGAN**
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**
**PROCUREMENT**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

# CHANGE NOTICE NO. 9

**to**

# CONTRACT NO. 071B7200169

**between**

# THE STATE OF MICHIGAN

**and**

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Metro Court Reporters, Inc. | Marie Schroeder | metrostate@sbcglobal.net |
| 33231 Grand River Avenue | TELEPHONE | CONTRACTOR #, MAIL CODE |
| Farmington, MI 48336 | (517) 371-5500 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR: | DTMB | Brandon Samuel | (517) 241-1218 | SamuelB@michigan.gov |
| BUYER: | DTMB | Brandon Samuel | (517) 241-1218 | SamuelB@michigan.gov |

**CONTRACT SUMMARY:**

DESCRIPTION:

**COURT REPORTING SERVICES – REGION 1 – LARA – (See Attached)**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS | CURRENT EXPIRATION DATE |
|---|---|---|---|
| February 15, 2007 | February 14, 2010 | 2, 1 yr. options | July 14, 2012 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| N/A | N/A | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS | |
|---|---|---|---|---|
| ☐ P-card | ☐ Direct Voucher (DV) | ☐ Other | ☐ YES | ☒ NO |

MINIMUM DELIVERY REQUIREMENTS:

N/A

**DESCRIPTION OF CHANGE NOTICE:**

| OPTION EXERCISED: | IF YES, EFFECTIVE DATE OF CHANGE: | NEW EXPIRATION DATE: |
|---|---|---|
| ☒ NO ☐ YES | | December 31, 2012 |

**Effective July 14, 2012, this Contract is hereby EXTENDED through December 31, 2012. All other terms, conditions, specifications, and pricing remain unchanged.**

| | |
|---|---|
| VALUE/COST OF CHANGE NOTICE: | $0.00 |
| ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | $500,000.00 |

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET** **February 6, 2012**
**PROCUREMENT**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

# CHANGE NOTICE NO. 8
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br><br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br><br>BUYER/CA (517) 241-1218<br>**Brandon Samuel** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** To: **July 14, 2012** | |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective immediately, this contract is hereby EXTENDED to July 14, 2012. Please note that the buyer changed to Brandon Samuel.**

**All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor and DTMB Procurement approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: $500,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET** **October 1, 2010**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

# CHANGE NOTICE NO. 7
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** | To: **February 14, 2012** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective immediately, this contract is hereby EXTENDED to February 14, 2012.**

**All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DTMB/Purchasing Operations' approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: $500,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**March 3, 2010**

# CHANGE NOTICE NO. 6
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** | To: **February 14, 2011** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective March 2, 2010, this Contract is hereby EXTENDED to February 14, 2011, per article 2.04 of this Contract which states in part:**

> **"Renewal Options. The STATE reserves the right to exercise two (2) one-year options, at the sole option of the STATE. CONTRACTOR performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year."**

**Also effective March 2, 2010, this Contract is hereby INCREASED by $200,000.00.**

**All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per Vendor agreement (letter dated 01/05/10), agency request (OSE Form OSE-0705-10 dated 01/05/10), Ad Board approval on 03/02/10, and DMB/Purchasing Operations' approval.**

**REVISED CURRENT AUTHORIZED SPEND LIMIT: $500,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**October 12, 2009**

# CHANGE NOTICE NO. 5
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** | To: **February 14, 2010** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective immediately, the Appearance Fee(s) and Transcription Fee(s) are hereby REDUCED per the document attached herewith (see attached pricing). This constitutes a 12% savings to the State in court reporting and transcription fees.**

**All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor agreement and DMB/Purchasing Operations' approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: $300,000.00**

**STATE OF MICHIGAN**
**Department of Management and Budget**
**Contract No. 071B7200169**

| ITEM | OLD | NEW |
|---|---|---|
| 1. Full Day Appearance for Hearings | $150.00 | $150.00 |
| 2. Half Day Appearance for Hearings | $ 95.00 | $ 95.00 |
| 3. Full Day Appearance for Hearings (Saturday & Sunday) | $200.00 | $160.00 |
| 4. Half Day Appearance for Hearings (Saturday & Sunday) | $125.00 | $100.00 |
| 5. Per Hour Appearance for Hearings (Hourly Rate) hearings are half/full day | $ 30.00 | $ 30.00 |
| Per Change Notice No. 2: | | |
| With no transcript or less than 20 pgs, | | |
| Half day Appearance Fee | $145.00 | $125.00 |
| Full day Appearance Fee | $250.00 | $215.00 |
| 6. Per Hour Appearance for Hearings (Saturday & Sunday) half/full day | $ 45.00 | $ 40.00 |
| Rates for Deposition: | | |
| a) Per Hour Appearance | $25.00 | $25.00 |
| b) Per Hour Appearance (Saturday & Sunday) | $35.00 | $35.00 |

**CONTRACT NO. 071B7200169**

| ITEM | | |
|---|---|---|
| 1. 3.5" Floppy Disk/CD with transcription in Word or WordPerfect format for previously billed prepared transcript. Per Disk/CD) | $3.00 | $3.00 |
| Email transcript in Word or WordPerfect format (for previously billed prepared transcript) | $3.00 | $3.00 |
| 2. a) Original + 1 (within 10 bus. days) | $3.15 per page | $3.05 |
| b) Additional Copies | $0.30 per page | $0.25 |
| c) E-Transcript in PTX format | $0.30 per page | $0.25 |
| d) Electronic filing in pdf format | $25.00 per Change Notice No. 3 | |
| 3. a) Expedited original +1 (within 5 Business days) | $3.75 per page | $3.45 |
| b) Additional Copies | $0.30 per page | $0.25 |
| 4. a) Expedited original +1 (within 3 Business days) | $4.50 per page | $4.05 |
| b) Additional Copies | $0.30 per page | $0.25 |
| 5. a) Expedited original +1 (within 1 Business day) | $5.00 per page | $5.00 |
| b) Additional Copies | $0.30 per page | $0.25 |
| c)Real Time | $8.00 per page | $6.00 |
| 6 a) Copying of Exhibits and/or pre-filed testimony) | $0.30 per page | $0.25 |
| 7. Condensed Transcript (Minu-script) within 10 business days | $0.05 per page | $0.05 |

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**January 15, 2009**

# CHANGE NOTICE NO. 4
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br><br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br><br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** To: **February 14, 2010** | |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective March 1, 2009, the attached reduced rates are hereby incorporated into this Contract. All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per Contractor and DMB/Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: $300,000.00**

**STATE OF MICHIGAN**
**Department of Management and Budget**
**Contract No. 071B7200169**

| ITEM | NEW PRICE |
|---|---|
| 1. Full Day Appearance for Hearings | $150.00 |
| 2. Half Day Appearance for Hearings | $ 95.00 |
| 3. Full Day Appearance for Hearings (Saturday & Sunday) | $160.00 |
| 4. Half Day Appearance for Hearings (Saturday & Sunday) | $100.00 |
| 5. Per Hour Appearance for Hearings (Hourly Rate) hearings are half/full day<br>Per Change Notice No. 2:<br>With no transcript or less than 20 pgs,<br>Half day Appearance Fee<br>Full day Appearance Fee | $ 30.00<br><br><br><br>$125.00<br>$215.00 |
| 6. Per Hour Appearance for Hearings (Saturday & Sunday) half/full day | $ 40.00 |
| Rates for Deposition:<br>a) Per Hour Appearance<br>b) Per Hour Appearance (Saturday & Sunday) | <br>$25.00<br>$35.00 |

**CONTRACT NO. 071B7200169**

| ITEM | |
|---|---|
| 1. 3.5" Floppy Disk/CD with transcription in Word or WordPerfect format for previously billed prepared transcript. Per Disk/CD) | $3.00 |
| Email transcript in Word or WordPerfect format (for previously billed prepared transcript) | $3.00 |
| 2. a) Original + 1 (within 10 bus. days) | $3.05 |
| b) Additional Copies | $0.25 |
| c) E-Transcript in PTX format | $0.25 |
| d) Electronic filing in pdf format | $25.00 per Change Notice No. 3 |
| 3. a) Expedited original +1 (within 5 Business days) | $3.45 |
| b) Additional Copies | $0.25 |
| 4. a) Expedited original +1 (within 3 Business days) | $4.05 |
| b) Additional Copies | $0.25 |
| 5. a) Expedited original +1 (within 1 Business day) | $5.00 |
| b) Additional Copies | $0.25 |
| c)Real Time | $6.00 |
| 6 a) Copying of Exhibits and/or pre-filed testimony) | $0.25 |
| 7. Condensed Transcript (Minu-script) within 10 business days | $0.05 |

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**April 25, 2007**

# CHANGE NOTICE NO. 3
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** | To: **February 14, 2010** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective immediately, the unit price for Electronic filing in pdf format (2 – d of Pricing Page) is INCREASED to $25.00. (See attached revised Pricing Page.) All other pricing, terms, and conditions will remain unchanged.**

**AUTHORITY/REASON:**

**Per Contractor and DMB/Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: $300,000.00**

PRICE PAGE (Appendix B) – Revised (Change Notice #3)

**Section 1. Pricing sheet for "Court Reporting Services", (Region 1)**

| ITEM | UNIT PRICE |
|---|---|
| 1. Full Day Appearance for Hearings | $150.00 |
| 2. Half Day Appearance for Hearings | $95.00 |
| 3. Full Day Appearance for Hearings (Saturday & Sunday) | $200.00 |
| 4. Half Day Appearance for Hearings (Saturday & Sunday) | $125.00 |
| 5. Per Hour Appearance for Hearings (Hourly Rate) | $30.00 |
| 6. Per Hour Appearance for Hearings (Saturday & Sunday) | $45.00 |
| Rates for Deposition:<br>a) Per Hour Appearance<br>b) Per Hour Appearance (Saturday & Sunday) | <br>$25.00<br>$35.00 |

NOTE:

a) A Full Day is considered anytime after 4 hours. A Half Day is considered 4 hours or less. The proceedings will determine the full day or half day (i.e., a half day session may not start until 2:00 p.m.)

b) Closed captioning and sign language services should also be available for an additional charge, to be negotiated at time of need.

c) Mileage charges must be included in the Appearance Fee.

d) Contractor must be notified of cancellation of appointments by 5 pm. The State of Michigan will be charged 50% of the appearance fee for hearings or depositions cancelled after 5 pm, but no later than 8 am on the day of the scheduled hearing/deposition, when full appearance fee will be charged.

NOTE: The Appearance Fee for hearings with no transcript order OR transcripts less than 20 pages will be $145.00/half day, and $250.00/full day.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**April 9, 2007**

# CHANGE NOTICE NO. 2
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| NAME & ADDRESS OF VENDOR | TELEPHONE (248) 426-9530<br>**Marie Schroeder** |
|---|---|
| **Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | VENDOR NUMBER/MAIL CODE<br><br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 – DLEG (See below)** | |
| CONTRACT PERIOD: From: **February 15, 2007** | To: **February 14, 2010** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective immediately, the Contractor will provide services to the following State Agencies in Region 1:**

- **Michigan Public Service Commission**
- **Bureau of Employment Relations/MERC**
- **Michigan Liquor Control Commission**
- **SOAHR (cover some of the hearings)**

**The Appearance Fee for hearings with no transcript order or transcripts less than 20 pages will be $145.00/half day and $250.00/full day. All other pricing, terms, and conditions will remain unchanged.**

**AUTHORITY/REASON:**

**Per Contractor and DMB/Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: $300,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**February 23, 2007**

# CHANGE NOTICE NO. 1
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 Only** | |
| CONTRACT PERIOD: From: **February 15, 2007** | To: **February 14, 2010** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE (S):**

**Effective immediately, all legal transcripts must be prepared by Certified Court Reporters only, holding CER, CSR, or CSMR certifications. Certified Machine Operators (CEO) are no longer authorized to produce official transcripts. Furthermore, certifications must be renewed annually. Any violation of these terms may lead to termination of the contract. All other terms, conditions and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB/Purchasing Operations.**

**ESTIMATED CONTRACT VALUE REMAINS: $300,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**February 15, 2007**

# NOTICE
# TO
# CONTRACT NO. 071B7200169
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br><br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br><br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 Only** | |
| CONTRACT PERIOD: From: **February 15, 2007** To: **February 14, 2010** | |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**The terms and conditions of this Contract are those of ITB #071I6200231, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: $300,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**PURCHASING OPERATIONS**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

# CONTRACT NO. 071B7200169
## between
## THE STATE OF MICHIGAN
## and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br>**Metro Court Reporters, Inc.**<br>**33231 Grand River Avenue**<br>**Farmington, MI 48336**<br>**metrostate@sbcglobal.net** | TELEPHONE (248) 426-9530<br>**Marie Schroeder**<br>VENDOR NUMBER/MAIL CODE<br>BUYER/CA (517) 373-7396<br>**Andy Ghosh, CPPB** |
| Contract Compliance Inspector: Andy Ghosh<br>**Court Reporting Services – Region 1 Only** | |
| CONTRACT PERIOD: From: **February 15, 2007** To: **February 14, 2010** | |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |
| MISCELLANEOUS INFORMATION:<br>**The terms and conditions of this Contract are those of ITB #071I6200231, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**<br><br>**Estimated Contract Value: $300,000.00** | |

**THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200231. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Purchasing Operations. Orders for delivery will be issued directly by the State Departments through the issuance of a Purchase Order Form.**

**All terms and conditions of the invitation to bid are made a part hereof.**

| **FOR THE VENDOR:** | **FOR THE STATE:** |
|---|---|
| **Metro Court Reporters, Inc.**<br>Firm Name | Signature |
| Authorized Agent Signature | **Andy Ghosh, CPPB, Buyer Specialist**<br>Name/Title |
| Authorized Agent (Print or Type) | **Services Division, Purchasing Operations**<br>Division |
| Date | Date |

**STATE OF MICHIGAN**
**Department of Management and Budget**
**Purchasing Operations**

**Contract No. 071B7200169**
**Court Reporting Services**
**Metro Court Reporters, Inc.**

**Buyer Name: Andy Ghosh, CPPB**
**Telephone Number: 517-373-7396**
**E-Mail Address: ghosha@michigan.gov**

**Court Reporting Services**


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## Article 1 – Statement of Work (SOW)

### 1.0 Project Identification

#### 1.01 PROJECT REQUEST

This Contract is issued by Purchasing Operations at the Michigan Department of Management and Budget (DMB). The intent of this Contract is to engage Contractors to provide cost-efficient Court Reporting Services for the State of Michigan.

#### 1.02 BACKGROUND

The Contract includes the general terms and conditions and the Statement of Work.

**Due to the sensitive nature of the information disseminated as part of this Contract, all Court Reporting Services must be done in the U.S.A., preferably in Michigan.**

This may be noted that the volume of business is dependent upon the budget appropriations and the needs of the various State agencies. This is an estimated figure and the State is not obligated to guarantee any specific expenditure.

### 1.1 Scope of Work and Deliverables

#### 1.101 IN SCOPE

The purpose of this Contract is to:

Provide "live body" court reporters in the location(s) and at the time(s) specified upon oral or written request by the soliciting state agencies. Courting Reporting services include hearings and depositions. The Court Reporters shall be certified by the State of Michigan, have the necessary equipment to provide complete and accurate services, and attest to the accuracy of their transcripts by certifying each.

The Contractor will accept orders by fax, phone, e-mail, or by purchase order. A purchase order number must be received for all assignments to be eligible for payments by the State. Payment will be made with an Electronic Funds Transfer (EFT), upon the State's receipt and acceptance of the service and receipt of the Contractor's invoice.

#### 1.102 OUT OF SCOPE

Legal and Medical Transcription services is outside the scope of this Contract.

#### 1.103 TECHNICAL ENVIRONMENT – RESERVED.

#### 1.104 WORK AND DELIVERABLE

CONTRACTOR shall provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Statement of Work. The work and deliverables shall include, but are not limited to, the following:

1. Provide "live body" court reporters at the location(s) and the time(s) requested, either orally or in writing. Describe which regions services will be provided.

Contractor Response:

| |
|---|
| Metro Court Reporters, Inc. (MCR) will provide reporters in Region 1. |

2. Provide court reporters with as little as 24 hours notice. Hearings are scheduled during normal working hours (8:00 a.m. – 5:00 p.m.). Indicate your compliance.

Contractor Response:

| |
|---|
| MCR reporters will be available with as little as 24 hours notice. |

3. Court reporters must be certified by the State of Michigan, pursuant to Michigan Court Rule 8.108(G) Indicate if certified.

Contractor Response:

MCR reporters are certified by the State as required under MCR 8.108(G). (See Attachment 2)

4. Have the necessary equipment to provide complete and accurate services, and attest to the accuracy of their transcripts by certifying each. Indicate compliance.

Contractor Response:

MCR reporters have necessary equipment to accurately complete and certify transcripts.

5. Court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the State or agency. Indicate compliance.

Contractor Response:

MCR reporters will be present and ready to proceed ½ hour before scheduled time of hearing.

6. Court reporters must possess the ability to utilize skills needed to perform satisfactorily at all proceedings; Indicate experience.

Contractor Response:

MCR reporters have a minimum 10 years experience in all areas of court reporting. (Attachment 2)

7. Meet and deal in a courteous, effective manner with the ALE, hearing officer, lawyers, parties, witnesses, members of the public and agency personnel. Indicate compliance.

Contractor Response:

MCR reporters will conduct themselves at all times in a courteous, effective manner.

8. Perform under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, heavy workloads and/or deadlines inherent in certain cases in litigation. Indicate compliance.

Contractor Response:

MCR reporters can and do perform under stressful conditions and will meet deadlines.

9. Maintain proper appearance, proper attire and proper decorum when providing services in hearings at the agency. Indicate compliance.

Contractor Response:

MCR reporters will maintain professional appearance, attire, and decorum when providing services.

10. Use correct English usage, spelling and punctuation. Indicate compliance.

Contractor Response:

MCR reporters do and will use correct English, spelling, and punctuation.

11. Use and understand specialized terminology, including legal, medical and educational terms. Indicate experience.

Contractor Response:

MCR reporters each have a minimum ten years experience in a wide variety of specialized terms.

12. Complete all necessary forms required by the State and/or bureau. Indicate compliance.

Contractor Response:

MCR will complete all necessary forms as required by the State and/or bureaus

13. Shall have additional audio recording back-up, if stenographic equipment is used, and shall make it available upon request. Indicate compliance.

Contractor Response:

MCR reporters shall provide audio backup recording, with steno, and have it available upon request.

14. The Contractor and their employees shall comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the Contract. Indicate compliance.

Contractor Response:

MCR shall comply with all provisions of changes enacted or adopted during the term on the contract.

15. Provide accurate and timely invoices for hearing transcripts. Invoices shall include 1) subject of the hearing, 2) docket number of hearing, 3) date of hearing, 4) separate accounting entries for appearance fees and transcript copy fees. Indicate compliance.

Contractor Response:

MCR has provided accurate and timely invoices as a subcontractor, and will continue to do so.

16. Ensure court reporter is paid for services rendered under the Contract. Indicate compliance.

Contractor Response:

MCR ensures each court reporter will be paid for services rendered under the contract (Attachment 1).

17. Ensure court reporter has accurate directions to the location of the hearing, as well as the telephone number of the Hearing Officer and/or State staff member who arranges for the court reporting services. Describe your understanding.

Contractor Response:

MCR reporters will have the location, directions, and contact phone number for each assignment.

## 1.2 Roles and Responsibilities

### 1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor shall provide court reporting services as required. The court reporter must be present one (1) hour before the hearing is scheduled to begin.

1. The Contractor shall provide court reporters who possess a demonstrated ability to:

   a. Utilize skills needed to perform satisfactorily at all proceedings.

   b. Properly record and prepare clear and accurate transcripts of the hearing.

c. Maintain proper appearance, proper attire and proper decorum when providing services.

d. Use correct English, spelling and punctuation.

e. Use and understand the specialized terminology, including medical, legal and agricultural terms.

f. Complete all necessary forms required by the State agency.

g. Contact the designated agency representative 24 hours prior to the hearing to confirm the date and time.

Indicate compliance.

Contractor Response:

| |
|---|
| MCR understands these roles and responsibilities and will comply. |

2. The Contractor shall guarantee that each court reporter:

a. Is State certified CER or CSR.

b. Has the necessary equipment of provide complete and accurate services required.

c. Has at least three (3) years experience as a court reporter.

d. Is in good physical condition.

e. Shall be able to attest to the accuracy of transcript by certifying same.

Indicate certification and compliance of the above.

Contractor Response:

| |
|---|
| MCR reporters are State-certified (Attachment 2) and will comply with these roles and responsibilities. |

3. Operating Provisions

a. Court reporter shall report to the designated agency contact person upon arrival at the hearing site.

b. Court reporter shall be respectful to all persons at all times.

c. Court reporter shall not consume alcoholic beverages or narcotics or be under their influences while performing service.

d. Court reporter shall advise the proper representative of the agency when leaving the hearing site.

Indicate compliance.

Contractor Response:

| |
|---|
| MCR reporters will comply with the above operating provisions. |

**1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES –**

All communications covering this procurement must be addressed to Contract Administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: Andy Ghosh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7396
ghosha@michigan.gov

**1.203 OTHER ROLES AND RESPONSIBILITIES**

1. As far as the Transcription document is concerned, if a State department orders the original, original rate will be paid. If another State agency orders the same transcript, they will pay the copy rate.

Indicate acceptance.

Contractor Response:

| |
|---|
| MCR accepts first State dept. paying original rate, any additional State agency paying |

2. All State Contractors are required to be available on all business days. Returning phone calls within four (4) hours is a requirement. The phone number, contact name and email addresses must always be kept up-to-date.

Indicate acceptance.

Contractor Response:

| |
|---|
| MCR will provide State agencies the name, numbers, and email addresses, and will keep up-to-date. |

**1.3 Project Plan**

**1.301 PROJECT PLAN MANAGEMENT**

The Contractor will carry out this project under the direction and control of the DMB Purchasing Operations.

Although there will be continuous liaison with the Contractor team, the State agency's coordinator will meet periodically with the Contractor's project manager, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

Indicate your understanding.

Contractor Response:

| |
|---|
| MCR, as Contractor, will adhere to direction of DMB Purchasing Operations, and be available to meet with periodically with State coordinator(s). |

**1.302 REPORTS - RESERVED**

**1.4 Project Management**

**1.401 ISSUE MANAGEMENT**

Issues are those things that endanger the project. It includes imminent threats and events that may have already occurred. Propose a standard issue management process for managing this Contract. Include responsible parties, phone numbers, email addresses if relevant, and processes. Identify how issues will be captured, reported and escalated.

Contractor Response:

| |
|---|
| MCR logs assignments to follow them to completion, and endeavors to prevent issues and correct them in a timely manner if they do occur. (See Attachment 1) |

This project is impacted by funding that could be reduced due to budget constraints. The funding could be reduced due to budget issues, which could result in only part of the deliverables being received.

### 1.402 RISK MANAGEMENT

Risk and Issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy. Risk assessment review should be conducted on a regular basis. Propose a standard risk management process for managing this Contract. Include responsible parties, phone numbers, email addresses if relevant, and processes.

The Agency Director may determine that this project is of no further value to the agency. The agency project manager will keep the agency director informed as to the progress of the project.

Indicate your understanding.

Contractor Response:

| |
|---|
| MCR, thru its Project Manager, will keep Agency Directors informed of its court reporting progress. |

### 1.403 CHANGE MANAGEMENT

The Agency Project Manager will identify any changes to the project. These changes could include increased/decreased need.

Describe what are the triggers for the need for a change request? Requests for modification of the Contract, whether in scope, pricing, time frames, or a combination of thereof, must be submitted through the Department of Management and Budget, Purchasing Operations Buyer, (see section 2.014) for approval and processing, or denial (see Section 2.101, generally).

If a proposed Contract change is approved by the Contract Compliance Inspector, the Contract Compliance Inspector will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. Vendors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services. Describe your understanding.

Contractor Response:

| |
|---|
| MCR will submit change requests through DMB as noted above. Such requests would generally be for updates requested by the State in technology, software requirements, and transcript enhancements. |

## 1.5 Acceptance

### 1.501 CRITERIA

The following criteria will be used by the STATE to determine Acceptance of the Services and/or Deliverables provided under this SOW.

Services must be presented as prescribed in the SOW for various State agencies.
Services must meet the agreed upon criteria between the State agency coordinator and the Contractor.
The State agency coordinator must approve the services in writing to the Contractor within two weeks from the date of submittal.
Any rejection of services shall be in writing to the Contractor and shall outline the reasons for rejection.

Describe your understanding.

Contractor Response:

MCR is bidding for work with Bureau of Employment Relations/MERC and Public Service Commission. For the past five years MCR, as a subcontractor, has provided and will continue to provide services and transcripts in accordance with each Agency's directives, through their designated coordinator.

**1.502 FINAL ACCEPTANCE – RESERVED**

**1.6 Compensation and Payment**

State shall pay Contractor for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. All invoices shall reflect actual work completed and must be approved by Agency Project Manager prior to payment. Travel time will not be reimbursed.

All invoices should reflect actual work done. The requesting Department reserves the right to determine where the invoices will be mailed.

**Rates for service must be uniform and consistent for all State agencies.**

**1.7 ADDITIONAL TERMS AND CONDITIONS - See Statement of Work from the State Agencies in Appendix A.**

## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

The Contract is for Court Reporting Services for the STATE. Orders will be issued directly to the CONTRACTOR by various State Agencies on the Purchase Order Contract Release Form.

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, hereinafter known as STATE. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the STATE.

Purchasing Operations is the sole point of contact in the STATE with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

**CONTRACTOR proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract administrator.**

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: Andy Ghosh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7396
*ghosha@michigan.gov*

#### 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### 2.04 CONTRACT TERM

All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

This Contract is for a period of three (3) years, commencing on February 15, 2007 through February 14, 2010.

**Renewal Options.** The STATE reserves the right to exercise two (2) one-year options, at the sole option of the STATE. CONTRACTOR performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

**Extension.** By mutual agreement between the State and the Contractor**,** the Contract may also be extended. CONTRACTOR performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor with the State's intent to extend the Contract within 30 days before the Contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended Contract shall be considered to include this option clause.

## 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.
Occupational Code MCL 339.101 et seq. and all rules promulgated thereunder
Cemetery Regulation Act 1968 PA 251 MCL 456.521 et seq.

## 2.007 RELATIONSHIP OF THE PARTIES

The relationship between the STATE and the CONTRACTOR is that of client and independent CONTRACTOR. No agent, employee, or servant of the CONTRACTOR or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the STATE for any reason.

The CONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**2.011 SURVIVORSHIP**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the CONTRACTOR'S indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the STATE through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. CONTRACTOR is asked to reference the Purchase Order Number on all invoices for payment.

## 2.1 Vendor/Contractor Obligations

**2.101 ACCOUNTING RECORDS**

The CONTRACTOR and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the STATE. Financial and accounting records shall be made available, upon request, to the STATE, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP -RESERVED**

**2.103 SOFTWARE COMPLIANCE - RESERVED**

**2.104 IT STANDARDS - RESERVED**

**2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) - RESERVED**

**2.106 PREVAILING WAGE - RESERVED**

**2.107 PAYROLL AND BASIC RECORDS - RESERVED**

**2.108 COMPETITION IN SUB-CONTRACTING**

The CONTRACTOR shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the STATE must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

## 2.2 Contract Performance

**2.201 TIME IS OF THE ESSENCE**

CONTRACTOR/Vendor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the STATE a right to invoke all remedies available to it under this Contract.

**2.202 CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for any Contract(s) entered into, as the STATE and the CONTRACTOR(s) will mutually agree upon the result of this Contract. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**2.203 POSSIBLE PROGRESS PAYMENTS**

The Government may make progress payments to the CONTRACTOR when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. CONTRACTOR must show verification of measurable progress at the time of requesting progress payments.

**2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED**

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State Contractors. Vendor is required register with the State of Michigan Office of Financial Management so the STATE can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

**2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED**

## 2.3 Contract Rights and Obligations

**2.301 INCURRING COSTS**

The STATE is not liable for any cost incurred by the CONTRACTOR prior to signing of the Contract. The STATE fiscal year is October 1st through September 30th. The CONTRACTOR(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the STATE is limited to terms and conditions of the Contract.

## 2.302 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR will be required to assume responsibility for all Contractual activities, whether or not that CONTRACTOR performs them. Further, the STATE will consider the CONTRACTOR to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subContracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subContracted. The STATE reserves the right to approve subcontractors and to require the CONTRACTOR to replace subcontractors found to be unacceptable. The CONTRACTOR is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the STATE, in writing, prior to such change.

## 2.303 ASSIGNMENT AND DELEGATION

The CONTRACTOR shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the STATE. Any purported assignment in violation of this Section shall be null and void. Further, the CONTRACTOR may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

The CONTRACTOR shall not delegate any duties or obligations under the Contract to a Sub Contractor other than a Sub Contractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

**Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that Contractor provided in the bid.**

## 2.304 TAXES

Sales Tax: For purchases made directly by the STATE, the STATE is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The STATE may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the STATE'S exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the CONTRACTOR upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

## 2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the STATE, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the STATE, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the CONTRACTOR or any of its subcontractors under this Contract.

2. Any claim, demand, action, citation or legal proceeding against the STATE, its employees and agents arising out of or resulting from a breach by the CONTRACTOR of any representation or warranty made by the CONTRACTOR in the Contract;

3. Any claim, demand, action, citation or legal proceeding against the STATE, its employees and agents arising out of or related to occurrences that the CONTRACTOR is required to insure against as provided for in this Contract;

4. Any claim, demand, action, citation or legal proceeding against the STATE, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the CONTRACTOR, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the STATE;

5. Any claim, demand, action, citation or legal proceeding against the STATE, its employees and agents which results from an act or omission of the CONTRACTOR or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the STATE, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the STATE to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the CONTRACTOR or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the CONTRACTOR'S opinion be likely to become the subject of a claim of infringement, the CONTRACTOR shall at the CONTRACTOR'S sole expense (i) procure for the STATE the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the CONTRACTOR, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to CONTRACTOR, (iii) accept its return by the STATE with appropriate credits to the STATE against the CONTRACTOR'S charges and reimburse the STATE for any losses or costs incurred as a consequence of the STATE ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the STATE from any claim, loss, or expense arising from CONTRACTOR'S breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the STATE, or any of its agents or employees, by any employee of the CONTRACTOR or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the STATE of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the STATE shall promptly notify CONTRACTOR of such claim in writing and take or assist CONTRACTOR in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against CONTRACTOR. No failure to so notify CONTRACTOR shall relieve CONTRACTOR of its indemnification obligations except to the extent that CONTRACTOR can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the STATE relating to any claim, CONTRACTOR shall notify the STATE in writing whether CONTRACTOR agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying CONTRACTOR of a claim and prior to the STATE receiving CONTRACTOR'S Notice of Election, the STATE shall be entitled to defend against the claim, at CONTRACTOR'S expense, and CONTRACTOR will be responsible for any reasonable costs incurred by the STATE in defending against the claim during such period.

(b) If CONTRACTOR delivers a Notice of Election relating to any claim: (i) the STATE shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the STATE about the status and progress of the Defense; (ii) CONTRACTOR shall, at the request of the STATE, demonstrate to the reasonable satisfaction of the STATE, CONTRACTOR'S financial ability to carry out its defense and indemnity obligations under this Contract; (iii) CONTRACTOR shall periodically advise the STATE about the status and progress of the defense and shall obtain the prior written approval of the STATE before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the STATE shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the STATE may retain control of the defense and settlement of a claim by written notice to CONTRACTOR given within ten (10) days after the STATE'S receipt of CONTRACTOR'S information requested by the STATE pursuant to clause (ii) of this paragraph if the STATE determines that CONTRACTOR has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the STATE, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the STATE pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the STATE as provided above, the STATE shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of CONTRACTOR. If it is determined that the claim was one against which CONTRACTOR was required to indemnify the STATE, upon request of the STATE, CONTRACTOR shall promptly reimburse the STATE for all such reasonable costs and expenses.

**2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the CONTRACTOR nor the STATE shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages.

Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the CONTRACTOR; to claims covered by other specific provisions of this Contract calling for liquidated damages; to CONTRACTOR'S indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The STATE'S liability for damages to the CONTRACTOR shall be limited to the value of the Contract.

**2.307 CONTRACT DISTRIBUTION**

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

**2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one STATE agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to STATE purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the STATE all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this STATE for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this STATE pursuant to this transaction.

**2.310 RESERVED**

**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the CONTRACTOR must provide for up to six months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the STATE, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the STATE or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The STATE shall pay the CONTRACTOR for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**2.312 WORK PRODUCT - RESERVED**

**2.313 PROPRIETARY RIGHTS _ RESERVED**

**2.314 WEBSITE INCORPORATION**

STATE expressly states that it will not be bound by any content on the CONTRACTOR's website, even if the CONTRACTOR's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the STATE has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the STATE.

## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR - RESERVED

### 2.402 PERFORMANCE REVIEWS

Purchasing Operations may review with the CONTRACTOR their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on CONTRACTOR'S past performance with the STATE. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the CONTRACTOR shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the CONTRACTOR of unsafe and/or adulterated or off-condition products to any STATE agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The CONTRACTOR agrees that the STATE may, upon 24-hour notice, perform an audit at CONTRACTOR'S location(s) to determine if the CONTRACTOR is complying with the requirements of the Contract. The CONTRACTOR agrees to cooperate with the STATE during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

## 2.5 Quality and Warranties

### 2.501 PROHIBITED PRODUCTS - RESERVED

### 2.502 RESERVED

### 2.503 RESERVED

### 2.504 GENERAL WARRANTIES (goods) - RESERVED

### 2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the CONTRACTOR, including, without limitation, the following:

1. The CONTRACTOR will perform all services in accordance with high professional standards in the industry;

2. The CONTRACTOR will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;

3. The CONTRACTOR will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the STATE;

4. The CONTRACTOR will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;

5. The CONTRACTOR will perform the services in a manner that does not infringe the proprietary rights of any third party;

6. The CONTRACTOR will perform the services in a manner that complies with all applicable laws and regulations;

7. The CONTRACTOR has duly authorized the execution, delivery and performance of the Contract;

8. The CONTRACTOR is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.

9. The Contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the Contract's requirements.

10. The CONTRACTOR is the lawful owner or licensee of any Deliverable licensed or sold to the STATE by CONTRACTOR or developed by CONTRACTOR under this Contract, and CONTRACTOR has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.

11. If, under this Contract, CONTRACTOR procures any equipment, software or other Deliverable for the STATE (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by CONTRACTOR under CONTRACTOR'S name), then in addition to CONTRACTOR'S other responsibilities with respect to such items as set forth in this Contract, CONTRACTOR shall assign or otherwise transfer to the STATE or its designees, or afford the STATE the benefits of, any manufacturer's warranty for the Deliverable.

12. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of CONTRACTOR.

13. The CONTRACTOR is qualified and registered to transact business in all locations where required.

14. Neither the CONTRACTOR nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR'S performance of its duties and responsibilities to the STATE under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. CONTRACTOR shall notify the STATE within two (2) days of any such interest that may be incompatible with the interests of the STATE.

15. All financial statements, reports, and other information furnished by CONTRACTOR to the STATE as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of CONTRACTOR as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of CONTRACTOR. All written information furnished to the STATE by or behalf of CONTRACTOR in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

**2.506 STAFF -RESERVED**

**2.507 SOFTWARE WARRANTIES - RESERVED**

**2.508 EQUIPMENT WARRANTY - RESERVED**

**2.509 PHYSICAL MEDIA WARRANTY - RESERVED**

## 2.6 Breach of Contract

### 2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the STATE authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the CONTRACTOR breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

### 2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the CONTRACTOR, the STATE shall provide the CONTRACTOR written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the STATE determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

### 2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another CONTRACTOR); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractor's are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the STATE'S functions for more than 14 consecutive days, and the STATE determines that performance is not likely to be resumed within a period of time that is satisfactory to the STATE in its reasonable discretion, then at the STATE'S option: (a) the STATE may procure the affected services from an alternate source, and the STATE shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the STATE may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the STATE to the CONTRACTOR as of the date specified by the STATE in a written notice of cancellation to the CONTRACTOR. The CONTRACTOR will not have the right to any additional payments from the STATE as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the CONTRACTOR which are caused by acts or omissions of its subcontractors will not relieve the CONTRACTOR of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the CONTRACTOR cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The STATE may cancel this Contract without further liability or penalty to the STATE, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the CONTRACTOR. In the event that the CONTRACTOR breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the STATE, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the STATE may, having provided written notice of cancellation to the CONTRACTOR, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

   In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the STATE by law or equity, the CONTRACTOR shall be responsible for all costs incurred by the STATE in canceling the Contract, including but not limited to, STATE administrative costs, attorneys fees and court costs, and any additional costs the STATE may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

   In the event the STATE chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

   In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the CONTRACTOR was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the STATE. The STATE may cancel this Contract for its convenience, in whole or part, if the STATE determines that such a cancellation is in the STATE'S best interest. Reasons for such cancellation shall be left to the sole discretion of the STATE and may include, but not limited to (a) the STATE no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the STATE. The STATE may cancel the Contract for its convenience, in whole or in part, by giving the CONTRACTOR written notice 30 days prior to the date of cancellation. If the STATE chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the STATE to effect continued payment under this Contract are not appropriated or otherwise made available. The CONTRACTOR acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the STATE shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the CONTRACTOR. The STATE shall give the CONTRACTOR written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the CONTRACTOR, an officer of the CONTRACTOR, or an owner of a 25% or greater share of the CONTRACTOR, is convicted of a criminal offense incident to the application for or performance of a STATE, public or private Contract or subContract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the STATE, reflects upon the CONTRACTOR'S business integrity.

5. Approvals Rescinded. The STATE may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to CONTRACTOR or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

**Termination Assistance.** If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, CONTRACTOR agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the STATE to facilitate the orderly transfer of such Services to the STATE or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the STATE if the termination is for CONTRACTOR'S Default pursuant to Section 2.602; otherwise the STATE shall compensate CONTRACTOR for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

## 2.703 LIQUIDATED DAMAGES

A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within 15 days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

B. The Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign of Contractual capacity, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the delays must be beyond control and without the fault or negligence of this Contractor.
Liquidated damages will be charged in case (s) of no shows, late transcripts, late appearance, inaccuracy of typed text, lost files, dispute on inaudible tape claims, duplicate billings.

Example of liquidated damage:

1. In case of "No Shows", if services received from another company, the Contractor would pay the difference in cost plus an administrative fee of $100.00.

2. 50% reduction in price for late transcripts and in accuracy of text. Late appearances, no shows, lost files would result in the vendor being responsible for all costs associated with rescheduling hearings, or cover the cost of a substitute reporter.

3. All tapes must be “enhanced” before they are returned as “inaudible”. This will save state a loss of cost of the remand hearing and related expenses.

4. In case of duplicate billings, the Contractor would pay an administrative fee of $50.00.

**2.704 STOP WORK - RESERVED**

**2.705 SUSPENSION OF WORK**

The Contract Administrator may order the CONTRACTOR, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

(1) For any costs incurred more than 20 days before the CONTRACTOR shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

**2.8 Changes, Modifications, and Amendments**

**2.801 APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**2.802 TIME EXTENTIONS**

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

**2.803 MODIFICATION**

Purchasing Operations reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary.

Any changes in pricing proposed by the CONTRACTOR resulting from the proposed changes are subject to acceptance by the STATE. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

**The STATE reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.

## 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

CONTRACTOR shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the STATE deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the STATE shall have the right to examine and audit all of the CONTRACTOR'S records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

CONTRACTOR shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement.

## 2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Government-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the CONTRACTOR gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That the CONTRACTOR regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment.

## 2.806 LIABILITY INSURANCE

### A. Insurance

(a) Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.
See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐6. Umbrella or Excess Liability Insurance in a minimum amount of two million dollars ($2,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☑7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: one million dollar ($1,000,000.00) each occurrence and Three million dollar ($3,000,000.00) annual aggregate.

☐8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

(b) Subcontractors
Except where the State has approved in writing a Contractor subContract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least 30 days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

**2.182 Health Insurance Portability and Accountability Act**

To the extent that this act is pertinent to the services that the CONTRACTOR provides to the STATE under this agreement, the CONTRACTOR assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The CONTRACTOR must not share any protected health data and information provided by the STATE that falls within HIPAA requirements except to a subcontractor as appropriate under this agreement.

2. The CONTRACTOR must require the subcontractor not to share any protected health data and information from the STATE that falls under HIPAA requirements in the terms and conditions of the subContract.

3. The CONTRACTOR must only use the protected health data and information for the purposes of this agreement.

4. The CONTRACTOR must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations.

5. The CONTRACTOR must have a policy and procedure to report to the STATE unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the CONTRACTOR becomes aware.

6. Failure to comply with any of these Contractual requirements may result in the termination of this agreement in accordance with Section 2.701 – CANCELLATION.

7. In accordance with HIPAA requirements, the CONTRACTOR is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the CONTRACTOR received from the STATE or any other source.

**2.183 Bloodborne Pathogens**

The CONTRACTOR agrees to comply with 29 CFR Part 1910.1030 and other applicable State and federal laws and regulations concerning bloodborne pathogens as may be necessary for the protection of the CONTRACTOR. The CONTRACTOR is responsible for determining the risk of exposure to bloodborne pathogens in performing the work of the Contract. The CONTRACTOR shall be responsible for obtaining vaccination against Hepatitis B for him/herself or any of his/her employees whom the CONTRACTOR determines may be at risk through the work of this Contract. The CONTRACTOR shall maintain copies of all vaccination records and all other records required for compliance with 29 CFR Part 1910.3030 for the CONTRACTOR and any employees determined to be at risk. The CONTRACTOR is responsible for obtaining annual training on bloodborne pathogens, confidential medical evaluations and follow-up after an exposure incident.

**2.184 Carf Compliance**

The CONTRACTOR agrees to comply with requirements of the Rehabilitation Accreditation Commission (CARF) and top provide evidence of compliance with standards upon request of the agency, which specifies the standard and requirement provided the requirement is within the scope and provisions of the Agreement.

## APPENDIX A (Work Statements)

## MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH
## COURT REPORTING SERVICES

### Background/Problem Statement/Objectives

The Michigan Department of Labor and Economic Growth has offices/bureaus that conduct administrative proceedings, commission meetings, and other events which require the making of a permanent record at the time of the event. The Department has hearing rooms equipped with video recording equipment, but still requires "live body court reporters" on occasions where permanent hearing rooms are not used or are not available.

### Tasks

Provide "live body" court reporters in the location(s) and at the time(s) specified upon oral or written request by the soliciting entity as outlined below. The Court Reporters shall be certified by the State of Michigan, have the necessary equipment to provide complete and accurate services, and attest to the accuracy of their transcripts by certifying each. The following are summaries of bureaus within DLEG that have court reporter needs:

### Workers' Compensation Agency, Board of Magistrates

The Department of Labor and Economic Growth, Workers' Compensation Agency, Board of Magistrates hears contested workers' compensation cases. The Board of Magistrates are appointed by the Governor to decide contested worker compensation cases in accordance with the Workers' Disability Compensation Act of 1969 and its rules.

The Contractor shall provide court reporting services at hearing locations in northern lower Michigan as well as the Upper Peninsula. The Contractor shall provide court reporting services at additional hearing locations in lower Michigan on an as needed basis. The court reporter must be ready to proceed ½ hour prior to the start of the first hearing scheduled.

Several Workers' Compensation courtrooms have digital recording systems. The systems record voice and save it on the server. The court reporting Contractor has permission to pull from the server as requested for transcription.

### Internal Audit and Monitoring

The Michigan Department of Labor & Economic Growth, Internal Audit and Monitoring Division (IAMD) hears a wide variety of appeals of decisions (rendered by IAMD and rendered by grantees) from various interested parties. IAMD is required by Bureau of Workforce Programs' policy to hold hearings in accordance various federal regulations.

The Contractor shall provide court reporting and transcription services as required and be present at hearings. The court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the Hearing Officer. Hearings will be held in the Ottawa Building, 611 West Ottawa, Lansing, MI 48933.

### Bureau of Employment Relations/MERC:

Transcript format is to be in compliance with the State Court Administrative Office as published in their Manual for Court Reporters and Recorders to be used by the State Court of Appeals. A condensed format is also required for office use.

BER/MERC hearings and Act 312 Arbitration hearings are not always held on site; since 65% of these hearings are held in various locations around the State (municipal buildings, attorney's offices, schools, etc.) no address is readily available until the parties agree on a location. The remaining 35% of hearings are held in Detroit or Lansing. All MERC, Act 312 hearings must be transcribed according to statute.

**Public Service Commission**

The Michigan Public Service Commission (MPSC) formulates and administers policies and regulations necessary to grow Michigan's economy and enhance the quality of life of its communities by assuring safe and reliable energy, telecommunications, and transportation services at reasonable prices.

The Michigan Public Service Commission is responsible for ensuring that competent certified court reporting services are available for all proceedings before the Commission held at the offices of the Commission at 6545 Mercantile Way, Lansing, Michigan and at other locations designated by the MPSC. Hearings are scheduled during normal working hours, 8:00 a.m.-5:00 p.m., unless otherwise designated.

The Contractor must provide a "live body' court reporter who will stenographically record the proceeding at the location(s) and at the time(s) specified upon oral or written request by the Michigan Public Service Commission. The court reporter must be present 15 minutes before the hearing is scheduled to commence and be ready to proceed at the direction of the Administrative Law Judge. Prior to the hearing, the court reporter must follow established check in procedures with the Executive Secretary Section. All hearings will be held at the MPSC's office, 6545 Mercantile Way, Lansing, Michigan unless otherwise designated by the MPSC. Multiple hearings may be held simultaneously.

The Contractor shall participate in the Michigan Public Service Commission's Electronic Filing program by filing certified transcripts to the Commission Website. To electronically file transcripts with the MPSC, the court reporter must:

1. Submit transcripts electronically in Portable Document Format (PDF);
2. Have access to Internet connection and browser;
3. Secure a User name and password from the MPSC;
4. Submit a paper transcript and two copies of each transcript and a phrase and key word index with each transcript;
5. Submit electronic transcripts with a signed certification page, mirroring exactly the paper transcript, submitted in PDF file on the electronic location identified and required by the Commission;
6. File electronic transcripts and paper transcripts simultaneously.

   a) Preserve the stenographic notes or tapes of hearings for a period of 5 years from the date a hearing concludes.
   b) Follow the format prescribed by the State Court Administrative Office as published in the Court Reporters Manual.
7. Provide real-time court reporting service capabilities upon the request of MPSC.

**State Fire Safety Board**

The Department of Labor & Economic Growth, State Fire Safety Board, hears a wide variety of appeals to administrative decisions made by the Bureau of Construction Codes and Fire Safety Divisions. The State Fire Safety Board is mandated to hold hearings in accordance with the Michigan Fire Prevention Code 1941 PA 207, as Amended and/or various federal regulations.

The Contractor shall provide court reporting services as required and be present at hearings. The court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the State Fire Safety Board Chair, or shall provide a fully qualified substitute. Hearings may be held at various locations in the greater Lansing area.

**Michigan Liquor Control Commission**

The mission of the Department of Labor & Economic Growth, Liquor Control Commission, Hearings and Appeals Unit, is to protect the health, safety and welfare of the citizens of the State of Michigan by providing a mechanism for law enforcement agencies to fulfill their duties of enforcing the rules and regulations of the Michigan Liquor Control Code and to ensure that licensees and applicants for licensure are afforded due process in responding to any alleged violations or denials for licensure.

The Michigan Liquor Control Commission (MLCC) is comprised of two Hearing Commissioners and three Administrative Commissioners. Hearing Commissioners, and occasional Contracted Administrative Law Judges, hold statewide violation hearings, show cause hearings and semi-annual public hearings. Administrative Commissioners hold penalty hearings, appeal hearings of violation matters, as well as appeal hearings on licensing matters. These appeal hearings are held at the Farmington and Lansing offices of the MLCC. Hearings are held in accordance with the Michigan Liquor Control Code, Michigan Administrative Code, Administrative Procedures Act and the Michigan Rules of Evidence.

The MLCC will provide the Contractor with a monthly schedule and send out hearing dockets on a weekly basis which will provide pertinent data, i.e., licensee's name, address, complaint number, date, time and location of hearing. One docket may hold anywhere from six to eight complaints and a copy of each complaint is attached to the docket, outlining the charge(s) and any subpoenaed witnesses and attorney information.

The Contractor shall ensure that Court Reporter collects subpoenas from witnesses listed on the Complaint; obtain witness' correct address and round-trip mileage and submit to Michigan Liquor Control Commission, along with a copy of the docket sheet, outlining the outcome of each hearing. (Specific details are outlined in weekly mailing of docket letter from MLCC to Contractor.)

**Bureau of Construction Codes and Fire Safety**

The Department of Labor & Economic Growth, Bureau of Construction Codes and Fire Safety, hears a wide variety of administrative appeals which may be appealed to the court of appeals and/or circuit court. Therefore, transcription services are needed to comply with the requirements of the court.

In addition, the Bureau of Construction Codes and Fire Safety is required to promulgate rules relating to the construction, alteration, demolition, occupancy, and use of buildings and structures and conduct public hearings pursuant to the Administrative Procedures Act. Therefore, transcription services are needed to comply with the requirements of the APA.

The Contractor shall provide court reporting services as required and be present at hearings. The court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the appeals hearing facilitator. Hearings will typically be held at the Bureau of Construction Codes and Fire Safety offices, 2501 Woodlake Circle, Conference Room 3, Okemos, Michigan 48864. Alternate locations may be scheduled in the Lansing area.

**State Boundary Commission**

The Michigan Department of Labor & Economic Growth/State Boundary Commission conducts public hearings for boundary changes on petitions filed with the commission. These public hearings are required by and conducted in accordance with the Boundary Commission Act (PA 191 of 1968, as amended).

The Contractor shall provide court reporting and transcription services as required and be present at hearings. The court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the Hearing Officer, or shall provide a fully qualified substitute. Hearings are held in local area from which the petition is filed.

**State Office of Administrative Hearings and Rulings (SOAHR)**

The State Office of Administrative Hearings and Rules (SOAHR) is staffed by over 100 Administrative Law Judges (ALJs) who preside over primary and remanded administrative law hearings for 30 various state bureaus/agencies. SOAHR has approximately 55 permanent hearings rooms. In addition, as required, SOAHR ALJs travel to numerous non-permanent locations around the state to conduct hearings.

The ALJs conduct these hearings under a variety of legal requirements, including, but not limited to, the Code of Federal Regulations, the Michigan Administrative Procedures Act, the Michigan Employment Securities Act, and other federal and state acts covering a variety of issues, including, but not limited to, social welfare, public health, mental health, agriculture, education, building construction & codes, insurance, state retirement system, transportation and highways, MIOSHA, mobile homes, licensing & regulation of occupational codes, public service, securities, wage & hour, employment relations (see appendix A for detailed operating provisions).

In most cases, permanent hearing rooms are equipped with either video or audio recording equipment. However, where permanent hearing rooms are not used, SOAHR requires the use of "live body court reporters" for recording purposes. Additionally, SOAHR has Memorandums of Understandings which require the use of live reporters.

The primary SOAHR hearing locations are as follows:

611 W. Ottawa, 4th Floor, Lansing
Cadillac Place, 3026 W. Grand Blvd., Suite 2-700, Detroit
Cadillac Place, 3038 W. Grand Blvd., Suite 7-450, Detroit
G-1388 Bristol Road, Suite 2, Flint
2922 Fuller, Suite 202B, Grand Rapids
890 N. 10th Street, Kalamazoo
1033 S. Washington, Lansing
7109 W. Saginaw, Lansing
608 W. Allegan, 2nd Floor, Lansing
6545 Mercantile Way, Lansing
525 W. Allegan, Atrium Level, Lansing
General Office Building, 7150 Harris Drive, Lansing
33523 Eight Mile Road, Suite C-1, Livonia
614 Johnson Street, Saginaw
10850 E. Traverse Highway, Traverse City
575 E. Big Beaver Highway, Suite 120, Troy

Intermittent hearings may be scheduled at various sites located in every Michigan county.

**General Contractor Responsibilities for All Bureaus:**

1. Provide "live body" court reporters at the location(s) and the time(s) requested, either orally or in writing.

2. Provide court reporters with as little as 24 hours notice. Hearings are scheduled during normal working hours (8:00 a.m. – 5:00 p.m.).

3. Court reporters must be certified by the State of Michigan, pursuant to Michigan Court Rule 8.108(G)

4. Have the necessary equipment to provide complete and accurate services, and attest to the accuracy of their transcripts by certifying each.

5. Court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the State or agency.

6. Court reporters must possess the ability to utilize skills needed to perform satisfactorily at all proceedings;

7. Meet and deal in a courteous, effective manner with the ALE, hearing officer, lawyers, parties, witnesses, members of the public and agency personnel.

8. Perform under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, heavy workloads and/or deadlines inherent in certain cases in litigation.

9. Maintain proper appearance, proper attire and proper decorum when providing services in hearings at the agency.

10. Use correct English usage, spelling and punctuation.

11. Use and understand specialized terminology, including legal, medical and educational terms.

12. Complete all necessary forms required by the State and/or bureau.

13. Shall have additional audio recording back-up, if stenographic equipment is used, and shall make it available upon request.

14. The Contractor and their employees shall comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the Contract.

15. Provide accurate and timely invoices for hearing transcripts. Invoices shall include 1) subject of the hearing, 2) docket number of hearing, 3) date of hearing, 4) separate accounting entries for appearance fees and transcript copy fees.

16. Ensure court reporter is paid for services rendered under the Contract.

17. Ensure court reporter has accurate directions to the location of the hearing, as well as the telephone number of the Hearing Officer and/or State staff member who arranges for the court reporting services.

**General Operating Provisions**

1. Court reporters shall be respectful to all persons on all occasions.

2. Court reporters shall not consume alcoholic beverages or narcotics or be under their influence while on agency premises.

3. Court reporters shall not make a practice of having visitors during the hours to which they are assigned to agency premises.

4. Court reporters shall not make a practice of performing personal business while on the job.

5. Court Reporter shall report to the representative responsible for supervision over this service. In addition, shall advise the proper representative of the State and/or bureau when leaving the hearing site. The representatives shall maintain a record of time and attendance.

6. Be accessible to the State and/or Bureau during all business hours covered by the Contract period to permit communication with the State and/or Bureau.

7. Guarantee that the required number of court reporters shall be assigned and available at the State and/or Bureau hearing site as needed.

8. Provide the court reporter full information about the assignment (docket sheet with corresponding complaints).

9. The State and/or Bureau shall notify the Contractor no later than 5:00 p.m. of the day prior to the hearing in the case of a cancelled hearing.

**Reporting and Transcriptions**

The court reporter shall:

1. Transcribe the record of hearings recorded by the court reporter and certify said transcript.
   a. A verbatim transcript of each hearing shall be completed as follows:
      i) Normal copy requires delivery within **ten business days** of the hearing date.
      ii) Expedited copy requires delivery within the dates as stipulated in the price sheet.
      iii) Daily copy requires delivery by 8:30 a.m. the next business day of the hearing date.
      iv) Real-time requires online delivery during the hearing.
      v) Certified paper copies and disks must be provided as normal, expedited or daily based on the Commission's request.

   b. The original and one copy of the transcript (double spaced, 8 ½ X 11" typewritten page with 10 pitch type (12 pitch type for State Boundary Commission and Internal Audit & Monitoring), 25 lines per page) shall be prepared. The original and one copy shall be provided directly to the State and/or Bureau requesting services.

c. The State and/or Bureau may order additional transcripts in which case the transcripts shall be available within five business days.

d. The State and/or Bureau shall be billed at the rate specified in this Contract.

2. Preserve the stenographic notes or tapes of hearing for a period of 5 years from the date a hearing is concluded.

3. Provide the State and/or Bureau with invoices for services rendered, to be paid only upon receipt of transcript.

4. Provide a phrase and key word index with each transcript.

5. Provide transcripts in Portable Document Format (PDF).

6. For any transcripts delivered late to the MPSC, the Contractor shall be paid half its per page transcription rate. If transcripts continue to be habitually late, the State may cancel the services provided by the Contractor and procure services elsewhere.

7. Excessive errors in transcripts shall result in a reduced per page rate.

**Project Control**

1. The Contractor shall adhere to all Contract requirements under the direction and control of the State and/or Bureau requesting services.

2. The Contractor shall submit a list of all personnel, and their certification, who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services under this Contract.

3. The Public Service Commission also permits applicants to hire firms to provide court reporting services, including video tapes of hearings. An applicant is a party seeking approval, authority, a certificate of authority or of public convenience and necessity or other certificate, license, permit or exemption or other relief from the Commission. An applicant making Contractual arrangements with court reporting firms:
   a) assumes full responsibility for payment of services including costs for travel, meals, lodging, and Commission copies of transcripts.
   b) must notify the Michigan Public Service Commission at least 10 business days prior to the initial scheduled hearing date, of its intent to hire
   c) must submit a letter of concurrence among applicants to the MPSC when joint applicants hire court reporters.
   d) the Commission retains all designated authorities and requires that court reporting services meet its requirements and needs.

**SOAHR – Education**

Teacher Tenure Hearings, Property Transfer Hearings, Teacher Certification Revocation Hearings, Special Education Hearing, and Child and Adult Food Care Program Hearings should be recorded and transcribed in accordance with the applicable statutes and administrative rules.

Typed, verbatim transcripts should be available for all hearings. Whenever a typed verbatim transcript is prepared, a word index and computer disk should also be provided.

Audio recordings must be available for all Special Education Hearings.

The cost of Tenure Hearing transcripts is shared between the Teachers' Tenure Commission and the controlling board of education. The Commission is billed for ½ the cost and the controlling board is billed for ½ the cost.

**SOAHR - Bureau of Employment Relations**

Hearings are held in Lansing, Detroit and various municipalities across the upper and lower peninsula.

Tri-county area (Oakland, Macomb, Wayne and/or Livingston) should expect to travel.

State certified CER, CSR or CSMR reporter only with five years' experience.

Transcript requirements: one full-size transcript, one mini transcript and a disc – all within 14 days of hearing.

**SOAHR - Public Service Commission**

The Michigan Public Service Commission (MPSC) formulates and administers policies and regulations necessary to grow Michigan's economy and enhance the quality of life of its communities by assuring safe and reliable energy, telecommunications, and transportation services at reasonable prices.

The Michigan Public Service Commission is responsible for ensuring that competent certified court reporting services are available for all proceedings before the Commission held at the offices of the Commission at 6545 Mercantile Way, Lansing, Michigan and at other locations designated by the MPSC. Hearings are scheduled during normal working hours, 8:00 a.m.-5:00 p.m., unless otherwise designated.

**STATEMENT OF WORK**
**COURT REPORTING SERVICES**
**MICHIGAN DEPARTMENT OF AGRICULTURE**

**Background/Problem Statement**

The Michigan Department of Agriculture is responsible for holding contested case hearings, negotiated settlement hearings and public hearings on as needed basis. The number of hearings may vary based on department needs.

**Contested Case Hearing**

These hearings are held when either proposed license sanctions or proposed fines are levied against licensees from the food, dairy, grain dealer, pesticide, fertilizer, gasoline retail dealer, and animal care occupations. Hearings result in a Proposal for Decision written by Hearing Officer and submitted to the Director for issuance of Final Orders, which result in licensing sanctions or assessment of fines.

**Negotiated Settlement Hearing**

The Agricultural Marketing and Bargaining Act requires an association representing growers of fruit and vegetables to negotiate price and terms of sale for fruit grown by members of that representative organization. If negotiations reach and impasse, a binding arbitration hearing is held. This hearing is conducted by a Contract hearing officer. The ruling to set the price of the particular fruit is limited the best last offers of the parties.

**Public Hearing**

These hearings are held to obtain public input for a variety of administrative rules. This would include proposed new rules and changes to existing rules.

**A. Responsibilities**

The Contractor shall provide court reporting services as required. The court reporter must be present 1 hour before the hearing is scheduled to begin.

3. The Contractor shall provide court reporters who possess demonstrated ability to:

    a. Utilize skills needed to perform satisfactorily at all proceedings.

    b. Properly record and prepare clear and accurate transcripts of the hearing.

    c. Meet and deal in a courteous, effective manner all involved in the hearing.

    d. Maintain proper appearance, proper attire and proper decorum when providing services.

    e. Use correct English usage, spelling and punctuation.

    f. Use and understand the specialized terminology, including medical, legal and agricultural terms.

    g. Complete all necessary forms required by the State of agency.

    h. Contact the designated agency representative 24 hours prior to the hearing to confirm the date and time.

4. The Contractor shall guarantee that each court reporter:

    a. Is State certified CER or CSR.

    b. Has the necessary equipment of provide complete and accurate services required.

c. Has at least 3 years experience as court reporter.

d. Is in good physical condition.

e. Shall be able to attest to the accuracy of transcript by certifying same.

**B. Operating Provisions**

1. Court reporter shall report the designated agency contact person upon arrival at the hearing site.

2. Court reporter shall be respectful to all persons at all times.

3. Court reporter shall not consume alcoholic beverages or narcotics or be under their influences while performing service.

4. Court reporter shall advise the proper representative of the agency when leaving the hearing site.

**C. Reporting and Transcripts**

The Contractor shall:

1. Upon minimum of 10 days notification of scheduled hearing provide the services of a court reporter. Hearings are scheduled during normal working hours (8:00 a.m. – 5:00 p.m.). Evening services may be required depending on the circumstances of the hearing.

   a. Full Day Appearance equals eight (8) hours.

   b. Half Day Appearance equals four (4) hours.

2. Transcribe the record of the hearing recorded by the court reporter and certify the transcript.

   a. Provide a verbatim transcript of the hearing within 10 calendar days from the day of the hearing.

   b. Provide original and one copy of the transcript, double spaced, 8-1/2 x 11, typewritten page with 10pt font size.

   c. The agency shall be billed at the rate specified in the Contract.

   d. The agency may require a transcript on an expedited bases, in which the transcript shall be available within three (3) workdays.

3. Provide the Michigan Department of Agriculture with an invoice for services rendered, to be paid upon receipt of transcripts.

**D. Project Control and Reports**

1. Project Control

   a. The Contractor will carry out each assignment under the direction and control of the Michigan Department of Agriculture.

   b. In case of the need to cancel a hearing, the agency will notify the Contractor 24 hours prior to the hearing if possible.

   c. The Contractor shall submit a list of all personnel, and their certification, of who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services.

**Michigan Department of Attorney General**
**Proposed Statement of Work**
**Court Reporting/Scheduled Deposition Services**

**Regions of State where service is required**: All Regions

**Pricing Options Shall Be At A Minimum:**

**Appearance:**
Full Day Appearance (> 4 hours)
Half Day Appearance (up to 4 hours)
Hourly Appearance

**Per Page Rate:**
Ten-day delivery time from date of deposition*
*ten day shall be considered standard*
Five day delivery time from date of deposition
Three day delivery time from date of deposition
One day delivery time from date of deposition

**Forms of transcript required:**
Typed paper text, certified sealed original
Typed paper text, copy
Typed paper text, condensed-four pages per sheet
Video-tape – VHS ready
DVD (Microsoft Windows Media Player compatible)
Email
USB-drive/memory stick
Digital Photo of Deposed Upon Request
Real-Time Transcription (with first draft available within 24 hours from date of deposition)
Exhibits (capable of electronic transmission)

**Format of transcript required:**
(at a minimum)
Rich-Text format
Microsoft Word format
PTX format

**Background/Problem Statement:**

The primary mission and function of the Michigan Department of Attorney General (hereafter referred to as the Department) is to represent the various departments of the State of Michigan by defending them in lawsuits filed against them and/or filing lawsuits on their behalf. The need for depositions to be conducted with resultant accurate and true transcript of proceedings is required for discovery purposes to enable the Department to prepare for the legal case.

Scheduled depositions will be initiated by various divisions of the Department in various specialized areas at a time convenient to the counsel and all parties. This need will often result in multiple depositions being taken on the same day at multiple locations throughout the state. Scheduled depositions shall be taken in a variety of settings including at state agency locations, attorney offices, medical institutions, prisons as well as other locations. The subject of scheduled depositions will vary based on a multitude of lawsuits and diverse areas of law and shall include but not be limited to, medical, employment, environmental, utility, tort, Contract claims, information technology and criminal issues. The resultant transcript, in any and all forms as specified in final Contract, must be an accurate and complete verbatim transcript. A sealed, certified original transcript of these discovery proceedings is required for the courts, in the event the case proceeds to trial.

**Contractor Responsibilities:**

The Contractor shall provide scheduled deposition and court reporting services as required under the terms and conditions of the Contract, and shall be present at the depositions. The court reporter must be present a minimum of fifteen (15) minutes before the deposition is scheduled to begin, and must be ready to proceed at the direction of the party scheduling the deposition. Depositions scheduled by the Department may be held statewide. Multiple depositions may be held simultaneously.

Per page and per unit pricing shall include all travel and regular postal delivery. Contractor may invoice the Department for any approved expedited delivery expense (when one or three day delivery is requested), with submission of receipt.

The Contractor shall provide court reporters who possess demonstrated ability to:

- Provide the skills necessary to perform satisfactorily at all proceedings.
- Transcribe rapidly and prepare clear and accurate transcripts of depositions as needed.
- Meet and deal in a courteous effective manner with all parties involved.
- Perform under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, heavy workloads and/or deadlines inherent in certain cases in litigation.
- Maintain proper appearance, proper attire and proper decorum when providing services in depositions.
- Use correct English usage, spelling and punctuation.
- Use and understand the specialized terminology, including but not limited to medical and legal terms.
- Complete all necessary forms required by the state or the Department.

The Contractor and their employees shall comply with all provisions of any legislative changes or state and federal court rules enacted or adopted during the term of the Contract. In addition, the Contractor shall guarantee that each court reporter is certified by the State of Michigan as CER or CSR pursuant to Michigan Court Rule 8.108(G).

**Operating Provisions:**

Court reporters shall be respectful to all persons on all occasions. Court reporters shall not consume alcoholic beverages or narcotics or be under the influence while on agency premises. Court reporters shall not make a practice of having visitors during the hours to which they are assigned to agency premises.

**Reporting and Transcriptions:**

**The Contractor shall:**

Provide a sealed original and one copy of a transcript to the Department within ten (10) calendar days from the date of deposition, unless expedited or overnight service is requested at the time of the deposition. Expedited transcripts shall be provided within either a one (1), three (3) or five (5) day time period from the date of deposition, with all options to be a condition of the Contract. Provide a “Mini-Script” or four (4) pages of original text condensed to one page, upon request of the Department. Have the capability to provide Rich-Text format and Microsoft Word format documents by email, DVD or USB-drive/memory stick format. Have the capability to provide a videotaping of the complete deposition in VHS format, with the option of the complete written text of the transcript as well. Have the capability to provide Real-Time Transcription with first draft available to customer within twenty-four (24) hours of date of deposition. Have the capability to provide a digital photograph of the deposed upon request of the Department. Have the ability to provide translation services (including hearing impaired, sight Impaired and language barrier) and shall make full arrangements upon request of the Department. Department shall be billed hourly according to the terms and conditions the Contract, by the Contractor and shall not be billed separately by the translator. Provide a phrase and key word index with each transcript. Confirm by telephone, 24 hours prior to the scheduled deposition to confirm their attendance at the scheduled deposition. Accept orders/requests by email, fax, telephone or purchase order. Register and accept electronic funds transmission for all approved payments. Provide all necessary equipment to provide complete and accurate product and services. Attest to the accuracy of each transcript by certifying same.

**The Department shall:**

Provide adequate notice of the scheduling of depositions and any cancellation thereof. Pay Contractor’s actual expedited and/or overnight delivery charges, with submission of actual receipt, when these services are requested and approved by the Department.

**Bureau of Elections**
**Court Reporting Services**
**MICHIGAN DEPARTMENT OF STATE**

**Background/Problem Statement/Objectives:**

The Board of State Canvassers oversees the canvassing of nominating and qualifying petitions filed by candidates who seek federal and state offices which typically include the Governor, U.S. Senator, U.S. Representative in Congress, State Senator, State Representative, Judge of the Court of Appeals, Judge of the Circuit Court, Judge of the District Court, Judge of Probate (multi-county Probate Districts only). The Board of State Canvassers, a four-member appointed by the Governor, must approve the form of initiative petitions, referendum petitions and "new political party" petitions. They also canvass initiative petitions, referendum petitions and "new political party" petitions. They are responsible for resolving challenges filed against nominating petitions, qualifying petitions, initiative petitions, referendum petitions and 'new political party' petitions. The Board assigns ballot designations, approve voting equipment for use in the state, approve the language used to present statewide proposals on the ballot, and certify the result of elections held statewide and in districts that cross county boundaries.

**Responsibilities:**

The Contractor shall provide court reporting services and provide transcripts for every single Board of State Canvassers meeting scheduled. The court reporter must be present 15 minutes before scheduled time of meeting and be ready to proceed at the director of the Chair of the Board of State Canvassers. The Board of State Canvassers meetings are held in Lansing.

The Contractor shall provide court reporters who possess demonstrated ability to:

- Have a court reporter available when a priority Board meeting must be scheduled. The Contractor should have enough court reporters that if an 'emergency' meeting were to occur, the Contractor is able to send a court reporter in short amount of notice.
- Transcribe rapidly and to prepare clear and accurate transcripts.
- Be able to transcribe within a short amount of turn-around. Often there is a court hearing and transcripts are needed the following day of the Board meeting.
- The Contractor shall provide court reporters that are dressed in a professional manner and act accordingly.
- Correct English usage, spelling and punctuation should be reflected in transcripts.

**General Requirements:**

All files, tapes, recordings and transcripts are to be made available to the public as they are public information.

The Contractor will provide the following after each Board of State Canvassers meeting:

--An original and two copies of paper transcript to the Bureau of Elections.
--Provide the transcripts via e-mail format and on disk
--Contractor must submit a bill to the Bureau of Elections upon delivery of original paper copy.

**COURT REPORTER SERVICES**
**The Michigan Gaming Control Board (MGCB)**

**Background/Problem Statement**

The Michigan Gaming Control Board (MGCB) is legally required to hold at least one public meeting each quarter of the fiscal year. Generally, MGCB conducts these meetings on a monthly basis. In addition, special meetings may be called by the chairperson or any two Board members.

Also, when necessary, MGCB may conduct hearings for the purpose of investigating an applicant, an application, a licensee, or a third party to gather information regarding eligibility and suitability for licensure, alleged violations of the act or these rules, or other Board action under the act or these rules.

**Contractor Responsibilities**

The court reporter must be present ½ hour before the hearing is scheduled to commence.

Contractor must provide the services of a court reporter within 10 days after being notified the services are needed.

The court reporter shall be State certified CER or CSR pursuant to Michigan Court Rule 8.108 (G).

The court reporter shall be able to attest to the accuracy of transcript by certifying same.

**Operating Provisions**

Court reporters shall be respectful to all persons on all occasions.

Court reporters shall not consume alcoholic beverages or narcotics or be under the influence while on agency premises.

Court reporters shall advise the proper representative of the Board when leaving the hearing site.

**Court Report Duties**

Provide the MGCB with the original and one copy of the transcript including a phrase and key word index with each transcript within 10 business days of a scheduled Board meeting or hearing.

**Project Control & Reports**

The Contractor will carry out this project under the direction and control of the MGCB.

The Contractor shall submit a list of all personnel, including certification, who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services under this Contract.

**Court Reporting**
**Department of Community Health (DCH)**
**Work Statement**

**Background/Problem Statement**

The Department of Community Health is involved in various litigation matters. In an effort to provide legal representation, court reporting services are to be provided in the discovery process for cases in which MDCH is involved. MDCH, Central Office staff will utilize the court reporting services on a routine basis. MDCH also has approximately six hospital and centers that may utilize court-reporting services as needed during the duration of this Contract.

**Responsibilities**

The Contractor shall provide court-reporting services as required and be present at hearings. The court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed. Hearings will be held at various locations statewide. Multiple hearings may be held simultaneously.

1. The Contractor shall provide court reports who possess demonstrated ability to:

   a. Utilize the skills needed to perform satisfactorily at all proceedings.

   b. Transcribe rapidly and to prepare clear and accurate transcripts of hearings as needed.

   c. Meet and deal in courteous, effective manner with Administrative Law Judges, lawyers, parties, witnesses, members of the public and agency personnel.

   d. Perform under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, heavy workloads and/or deadlines inherent in certain cases in litigation.

   e. Maintain proper appearance, proper attire and proper decorum when providing services in hearings at the agency.

   f. Use correct English usage, spelling and punctuation.

   g. Use and understand the specialized terminology, including medical, legal and educational terms.

   h. Complete all necessary forms required by the State or agency.

2. The Contractor shall guarantee that each court reporter:

   a. Is State certified CER or CSR pursuant to Michigan court Rule 8.108(G).

   b. Has at least five years experience as a certified shorthand reporter or CER.

   c. Has necessary equipment to provide complete and accurate services required.

   d. Is in good physical condition.

   e. Shall provide assistance in clerical services for the Administrative Law Judges as needed in the context of the hearing.

   f. Shall be able to attest to the accuracy of transcript by certifying same.

   g. Shall have additional audio recording back up, if stenographic equipment is used, and shall make it available to the MDCH upon request.

3. The Contractor shall:

    a. Be accessible to the MDCH during all business hours covered by the Contract period to permit communications.

    b. Guarantee that the required number of court reporters shall be assigned and available at the hearing site as necessary.

4. The court reporters shall report to the representatives responsible for supervision over this service. The representatives shall maintain a record of time and attendance.

5. The Contractor and their employees shall comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the Contract.

**Operating Provisions**

1. Court reporters shall be respectful of all persons on all occasions.

2. Court reporters shall not make a practice of performing personal chores for themselves or others while on the job.

3. Court reporters shall not consume alcoholic beverages or narcotics to be under their influence while on State property.

4. Court reports shall advise the proper representative of the MDCH when leaving the hearing site.

    MDCH shall:

    In case of the necessity of a cancellation of hearing, notify the contactor at least 24 hours prior to the hearing if possible.

**Project Control and Reporters**

1. Project Control

    a. The Contractor will carry our this period under the direction and control of the Michigan Department of Community Health.

    b. The Contractor shall submit a list of all personnel, and their certification, who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services under this Contract.

**COURT REPORTING SERVICES**
**Department of Management & Budget**
**Office of Workforce Development & Retirement Administration**
**Work Statement**

**Background / Problem Statement**

The Management and Budget, Office of Workforce Development and Retirement Administration (WDRA**)** is responsible for the overall administration and regulation of several retirement systems created by Michigan statutes. Those systems are: Public School Employees Retirement System, State Employees' Retirement System, State Police Retirement System, and Judges Retirement System. WDRA staff makes decisions on a variety of issues including disability retirement, service credit, retirement effective dates, wage definitions, refunds, beneficiary designations, and option elections. The decisions may be contrary to the wishes of the member or retiree. Under the Administrative Procedures Act (1969 PA 306), these decisions can be appealed to the appropriate body.

**Responsibilities**

The court reporter/recorder shall provide court-reporting or court-recording services as required and be present at hearings. The court reporter/recorder must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the Administrative Law Judge (ALJ), or shall provide a fully qualified substitute. All hearings will be held in a venue chosen by WDRA.

1. The Contractor shall provide court reporters/recorders who possess demonstrated ability to:

    a. Utilize the skills needed to perform satisfactorily at all proceedings.

    b. Transcribe rapidly and to prepare clear and accurate transcripts of hearings as needed.

    c. Meet and deal in courteous, effective manner with Administrative Law Judges, lawyers, parties, witnesses, members of the public and agency personnel.

    d. Perform under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, heavy workloads and/or deadlines inherent in certain cases in litigation.

    e. Maintain proper appearance, proper attire and proper decorum when providing services in hearings at the agency.

    f. Use correct English usage, spelling and punctuation.

    g. Use and understand the specialized terminology, including medical, legal and educational terms.

    h. Complete all necessary forms required by the State or agency.

2. The Contractor shall guarantee that each court reporter/recorder:

    a. Is State certified CER or CSR pursuant to Michigan court Rule 8.108(G).

    b. Has at least five years experience as a certified shorthand reporter or CER.

    c. Has necessary equipment to provide complete and accurate services required.

    d. Shall provide assistance in clerical services for the ALJ as needed in the context of the hearing.

e. Shall be able to attest to the accuracy of transcript by certifying same.

f. Shall have additional audio recording back-up, if stenographic equipment is used, and shall make it available to WDRA upon request.

3. The Contractor shall:

a. Be accessible to the WDRA during all business hours covered.

b. Guarantee that the required number of court reporters/recorder/recorders shall be assigned and available as necessary.

c. The court reporters/recorder/recorders shall report to the representatives responsible for supervision over this service. The representatives shall maintain a record of time and attendance.

4. The Contractor and their employees shall comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the Contract.

**Operating Provisions**

1. Court reporters/recorder shall be respectful to all persons on all occasions.

2. Court reporters/recorder shall not make a practice of performing personal chores for themselves or others while on the job.

3. Court reporters/recorder shall not consume alcoholic beverages or narcotics.

4. Court reporters/recorder shall advise the proper representative of ORS when leaving the hearing site.

a. ORS shall be billed at the rate specified in this Contract.

The ORS will:

In case of the necessity of a cancellation of hearing, notify the Contractor at least 24 hours prior to the hearing if possible.

**Project Control and Reporters**

1. Project Control

a. The Contractor will carry out this period under the <u>direction and control</u> of WDRA.

b. The Contractor shall submit a list of all personnel, and their certification, who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services under this Contract.

**Background / Problem Statement of Court Reporters providing Transcription Services:**

The Management and Budget Office of Workforce Development and Retirement Administration (WDRA) is responsible for the overall administration and regulation of several retirement systems created by Michigan statutes. Those systems are: Public School Employees Retirement System, State Employees' Retirement System, State Police Retirement System, and Judges Retirement System. WDRA staff makes decisions on a variety of issues including disability retirement, service credit, retirement effective dates, wage definitions, refunds, beneficiary designations, and option elections. The decisions may be contrary to the wishes of the member or retiree. Under the Administrative Procedures Act (1969 PA 306), these decisions can be appealed to the appropriate body.

1. Transcribe the record of hearings recorded by the Contractor and certify said transcript.

   a. A verbatim transcript of each hearing shall be completed within 10 calendar days from the day of hearing.

   b. The original and one copy of the transcript (double spaced, 8 ½ X 11" typewritten page with 10 pitch type, 25 lines per page) shall be prepared. The original and one copy shall be provided directly to ORS.

   c. WDRA shall be billed at the rate specified in this Contract.

   d. WDRA may order additional transcripts, in which case the transcripts shall be available within (10) workdays.

2. Preserve the stenographic notes or tapes of hearing for a period of 12 months from the date a hearing is concluded.

3. Provide WDRA with a signed invoice for services rendered, and will be paid only upon receipt of transcript.

4. Provide a phrase and key work index with each transcript.

The WDRA will:

In case of the necessity of a cancellation of hearing, notify the Contractor at least 24 hours prior to the hearing if possible.

**Project Control and Reporters**

1. Project Control

   a. The Contractor will carry out this period under the direction and control of WDRA.

   b. The Contractor shall submit a list of all personnel, and their certification, who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services under this Contract.

**WORK STATEMENT**
**Hearings, Employment Relations, and Mediation (HERM)**

**Background/Problem Statement**

The major function of Hearings, Employee Relations, and Mediation (HERM) is to impartially hear and decide unfair labor practice charges, grievance appeals, and other personnel and labor relations disputes; and to impartially and responsibly mediate Contract disputes and conduct fair certification or decertification election proceedings. Transcripts of the hearings are needed so that the Hearing Officers can use to issue a decision. The Employment Relations Board (ERB) also uses the transcript in the fourth-step of the grievance procedure. This is the evidence upon which the decision can be based. Other offices within the Department of Civil Service may request the use of a court reporter for very minimal use, such as the Ethics Board. The ERB will also request a court reporter for Impasse Panel assistance. The Compensation Section may request a court reporter for The Coordinated Compensation Process hearings.

Hearings can sometimes continue past the usual working day and into the evening. Hearings may include a conference telephone call.

In most hearings the hearing officer accepts briefs from the parties involved in the hearing. The hearing officer is required to issue a decision within 60 days after the hearing is concluded. This normally involves the preparation of a brief to be submitted to the hearing officer. In order to prepare the brief, the parties need the transcript of the proceedings so that they can include accurate information from the transcript in their briefs. Thus, it is necessary that the parties have the transcript of the hearing as soon as possible after the hearing is conducted. The Hearings office therefore requests that transcripts be received no later than 21 days from the order date of the transcript. In the event that a hearing would last several days, which is not uncommon, the time for the reporter to produce a transcript would remain extremely limited even though there may be numerous days of hearing to transcribe.

Additionally, hearing officer's travel is statewide. Each hearing officer is responsible for his or her own hearing schedule. Thus, there may be two or possibly more hearings that are being held simultaneously at different locations in the state.

The Department of Civil Service prefers to Contract with one court-reporting firm. When more than one court-reporting firm is involved with the compilation of the transcript, as could occur when the location of a hearing begins at one location and concludes at another, it could complicate administrative follow up for staff in the ordering of the transcript.

The transcript must be an accurate and complete verbatim transcript. Disputed questions of fact may be resolved by the hearing officer based on the transcript. The hearing officer and parties rely on the transcript to accurately and completely reflect what was said by a witness during a hearing. Further, a verbatim transcript is necessary for the courts when cases are appealed.

**Responsibilities**

The Contractor shall provide court-reporting services as required and be present at hearings. The court reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed at the direction of the hearing officer, or shall provide a fully qualified substitute. HERM's cases will be held statewide. Various locations may be used such as correctional facilities, state offices, in addition to our main office at the Capitol Commons Center, 400 S. Pine Street in Lansing, Michigan 48913. The largest percent of hearings will be conducted at this office. Multiple hearings may be held simultaneously. The bidder must include travel expenses in bid price.

1. The Contractor shall provide court reporters who possess demonstrated ability to:

    a. Utilize the skills needed to perform satisfactorily at all proceedings.

    b. Transcribe rapidly and to prepare clear and accurate transcripts of hearings as needed.

c. Meet and deal in a courteous, effective manner with hearing officers, lawyers, parties, witnesses, members of the public and agency personnel.

d. Perform under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, and heavy workloads and/or deadlines inherent in certain cases in litigation.

e. Maintain proper appearance, proper attire and proper decorum when providing services in hearings at the agency.

f. Use correct English usage, spelling and punctuation.

g. Use and understand the specialized terminology, including legal terms.

h. Complete all necessary forms required by the State or agency.

2. The Contractor shall guarantee that each court reporter:

a. Is State certified CER or CSR pursuant to Michigan court Rule 8.108 (G).

b. Has at least five years experience as a certified shorthand reporter or CER.

c. Has the necessary equipment to provide complete and accurate services required.

d. Shall provide assistance in clerical services for the hearing officer as needed in the context of the hearing.

e. Shall be able to attest to the accuracy of transcript by certifying same.

f. Shall have additional audio recording back-up, if stenographic equipment is used, and shall make it available to the hearing officer upon request.

3. The Contractor shall:

a. Be accessible to the Agency during all business hours covered by the Contract period to permit communication with the Agency.

b. Guarantee that the required number of court reporters shall be assigned and available at agency hearing sites as necessary.

4. The court reporters shall report to the representative responsible for supervision over this service. This representative shall maintain a record of time and attendance.

5. The Contractor and their employees shall comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the Contract.

**Operation Provisions**

1. Court reporters shall be respectful to all persons on all occasions.

2. Court reporters shall not make a practice of performing personal chores for themselves or others while on the job.

3. Court reporters shall not consume alcoholic beverages or narcotics or be under their influence while on agency premises.

4. Court reporters shall advise the proper representative of the agency when leaving the hearing site.

**Reporting and Transcriptions**

The Contractor shall:

1. Upon 60-days notice of scheduled hearings,(unless in rare situations a continuation hearing is scheduled which could be the very next day) provide the services of court reporters for up to 5 hearings in one day. Most days will be 0, 1, or 2 hearings scheduled during normal working hours (8:00 a.m. – 5:00 p.m.). Rare cases may require scheduling beyond the normal 5:00 p.m. depending on the circumstances of the case. Services will be measured as follows:

    a. Full Day Appearance – equals eight (8) normal business hours.
    b. Half Day Appearance – equals four (4) normal business hours.

2. Transcribe the record of hearings recorded by the Contractor and certify said transcript.

    a. Upon request, a verbatim transcript of the hearing shall be completed within 10 calendar days from date of the request.
    b. The original and one copy of the transcript (double spaced, 8-1/2 x 11" typewritten page with 10-pitch type, 25-lines per page) and minu-script copy of the transcript shall be prepared. The original shall be provided to the Department of Civil Service, it will be sent to the appropriate office within the department that is requesting the transcript. Most requests will be from Hearings, Employee Relations, and Mediation. The Department's address is: Department of Civil Service, Capitol Commons Center, P.O. Box 30002, Lansing, Michigan 48913. A list of ad hoc hearing officers with addresses will be provided at the time the Contract is awarded to assure proper addresses are being submitted. The copy shall be provided directly to the hearing officer's address when being ordered by the hearings office. Other Civil Service offices shall send both the original and copy to the requesting office, unless otherwise indicated at the time of ordering.
    c. The agency shall be billed at the rate specified in this Contract. If either or both parties order the transcript, they will be billed at the same rate that the agency would have been billed. A second copy shall be billed at a lower rate.
    d. The agency may order a transcript on an expedited basis, in which case the transcript shall be available within three (3) workdays.

3. Preserve the stenographic notes or tapes of hearings for a period of 7 years from the date a hearing is concluded.

4. Provide the Agency with an invoice for services rendered, to be paid only upon receipt of transcript.

5. Provide a phrase and key word index with each transcript upon request.
   Provide a minu-script copy of the transcript.

6. Provide a word, word perfect, or ASCII disk(s) as requested.

The Agency shall:

In case of the necessity of a cancellation of hearing, notify the Contractor by 5:00 p.m. the previous day of a scheduled hearing.

**Project Control and Reports**

1. Project Control

    a. The Contractor will carry out this project under the direction and control of the Michigan Department of Civil Service.

The Contractor shall submit a list of all personnel, and their certification, who will be providing services under this Contract. The Contractor shall list the name, address, phone number and certification of all subcontractors of the Contractor who may provide services under this Contract.

PRICE PAGE (Appendix B) – Revised (Change Notice #3)

**Section 1. Pricing sheet for "Court Reporting Services", (Region 1)**

| ITEM | UNIT PRICE |
|---|---|
| 3. Full Day Appearance for Hearings | $150.00 |
| 2. Half Day Appearance for Hearings | $95.00 |
| 3. Full Day Appearance for Hearings (Saturday & Sunday) | $200.00 |
| 4. Half Day Appearance for Hearings (Saturday & Sunday) | $125.00 |
| 5. Per Hour Appearance for Hearings (Hourly Rate) | $30.00 |
| 6. Per Hour Appearance for Hearings (Saturday & Sunday) | $45.00 |
| Rates for Deposition:<br>a) Per Hour Appearance<br>b) Per Hour Appearance (Saturday & Sunday) | <br>$25.00<br>$35.00 |

NOTE:

a) A Full Day is considered anytime after 4 hours. A Half Day is considered 4 hours or less. The proceedings will determine the full day or half day (i.e., a half day session may not start until 2:00 p.m.)

b) Closed captioning and sign language services should also be available for an additional charge, to be negotiated at time of need.

c) Mileage charges must be included in the Appearance Fee.

d) Contractor must be notified of cancellation of appointments by 5 pm. The State of Michigan will be charged 50% of the appearance fee for hearings or depositions cancelled after 5 pm, but no later than 8 am on the day of the scheduled hearing/deposition, when full appearance fee will be charged.

NOTE: The Appearance Fee for hearings with no transcript order OR transcripts less than 20 pages will be $145.00/half day, and $250.00/full day.

PRICE PAGE (Appendix B) – Revised – Change Notice #3

**Section 1. Pricing sheet for "Court Reporters Providing Transcription Services", (Region 1)**

| ITEM | UNIT PRICE |
|---|---|
| 1. 3.5" Floppy Disk/CD with transcription in Word or WordPerfect format for previously billed prepared transcript. Per Disk/CD)<br><br>Email transcript in Word or WordPerfect format (for previously billed prepared transcript) | $3.00<br><br>$3.00 |
| 4. a) Original + 1 (within 10 business days)<br><br>b) Additional Copies<br><br>c) E-Transcript in PTX format<br><br>d) Electronic filing in pdf format | $3.15 per page<br><br>$0.30 per page<br><br>$3.00<br><br>$25.00 |
| 3. a) Expedited original +1 (within 5 Business days)<br><br>b) Additional Copies | $3.75 per page<br><br>$0.30 per page |
| 4. a) Expedited original +1 (within 3 Business days)<br><br>b) Additional Copies | $4.50 per page<br><br>$0.30 per page |
| 5. a) Expedited original +1 (within 1 Business days)<br>b) Additional Copies<br>c)Real Time (same day) Original +1 | $5.00 per page<br><br>$0.30 per page<br><br>$8.00 per page |
| 6. a) Copying of Exhibits (Pre-filed testimony) | $0.30 per page |
| 7. Condensed Transcript (Minu-script) within 10 business days | $0.05 per page of transcript |

**Notes to Contractors**

1. Normal turn around time is 10 business days.
2. Lines having no text (characters) or "Blank lines" would not be billable.
3. Minimum number of lines per a billable page is 25 lines.
4. Half or less than half lines are considered a line.
5. Double spacing.

## APPENDIX C - COUNTIES IN REGION 1

1. Arenac
2. Bay
3. Branch
4. Clare
5. Clinton
6. Eaton
7. Genesee
8. Gladwin
9. Gratiot
10. Hillsdale
11. Huron
12. Ingham
13. Ionia
14. Isabella
15. Jackson
16. Lapeer
17. Lenawee
18. Livingston
19. Macomb
20. Midland
21. Monroe
22. Oakland
23. Saginaw
24. Sanilac
25. Shiawassee
26. St. Clair
27. Tuscola
28. Washtenaw
29. Wayne

**APPENDIX D**
**TECHNICAL PROPOSAL (Excerpts only)**
**METRO COURT REPORTERS, Inc.**

This Technical Proposal is being submitted by METRO COURT REPORTERS, INC., a woman-owned, Michigan corporation, located at 33231 Grand River Avenue, Farmington, Michigan 48336-3123.

Metro Court Reporters was formed in 1973 under an assumed name in Wayne County, Michigan, and later incorporated in 1983 in the State of Michigan. It now operates as Metro Court Reporters, Inc. (hereinafter MCR). Its President and owner is Marie T. Schroeder, who is the person in Bidder's organization responsible for the decisions as to prices proffered in this proposal, having reached those decisions in accordance with applicable and governing law.

MCR has conducted business in Michigan for 33 years, with offices located in downtown Detroit from 1973 to 1997, when it relocated to Farmington, in Oakland County, and is a member of the Farmington/Farmington Hills Chamber of Commerce. MCR is a general reporting firm covering the area of Southeastern Michigan on a regular and continuing basis. We frequently, and to a large extent, also provide court reporters in all of the Lower Peninsula.

We provide reporting and video services for our clients, who range from private individuals, to law firms, to corporations and companies, to District Courts, Probate Courts, Circuit Courts, U.S. Federal Court, and numerous State agencies. We provide many services in addition to traditional court reporting: Video services, copying, scanning, a conference room, national referral service, tape and media duplication/conversion, PDF/PTX capability, Real Time, and much more.

**PRIOR EXPERIENCE**

MCR has been working as a subcontractor for the last five years under two of the current state contractors. We have worked directly with the two agencies which we are bidding for, Michigan Public Service Commission and Bureau of Employment Relations/MERC. We have assigned the court reporters, performed the services required, kept log assignment books to ensure completion of work, and invoiced the State (under the contractor's name). We have addressed any issues as they occurred, most of which were promptly resolved, all of them to the satisfaction of the State agency's coordinator or
court reporter liaison. We have an established rapport with the staff of these two agencies.

Many of our court reporters began their career at MCR immediately upon graduation from court reporting school, received their training here, and continue working with us today. Some of our reporters have gone on to work as official reporters in courts and some have begun businesses of their own. Listed in Attachment 2 are the names of 19 of our current court reporters, their CSR designations, and years of experience. In addition, MCR has entered into a working relationship with Ripka, Boroski & Associates, who have agreed to provide court reporting services to the State of Michigan through MCR. They are very qualified, and have been subcontractors in the past. Their reporters are also enumerated in Attachment 2. Together we will have over 40 reporters to cover the assignments.

Here in Farmington our staff performs all clerical duties necessary to successfully operate the business. Two staff members, Patricia Ibbetson and Rita Jerore, have been associated with MCR in excess of 15 years. They handle all paperwork, invoicing, copying, mail, phone, fax, and internet/email services. They coordinate and assign work to the court reporters. The court reporters work out of their home, which is more convenient and cost effective for MCR, the reporters, and clientele.

The staff in the office all work under the direction of the owner, Marie T. Schroeder, President of MCR. Fred Joseph, CPA, of the firm Joseph, Dise & Bolterstein, reviews our books and records, and prepares the corporate tax returns and filings.

_____

Marie T. Schroeder, President
**METRO COURT REPORTERS, INC.**
33231 Grand River Avenue
Farmington, MI 48336-3123
Cell: 248-910-5138 Office: 248-426-9530
email: metrostate@sbcglobal.net