STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B5500004**

CONTRACTOR	
	HECKAMAN & NARDONE INC
	P.O. Box 27603
	Lansing, MI 48909
	Melinda Nardone
	517-349-0847
	theckaman@live.com
	*******3008

STATE			
	Program Manager	Robert Morrison	SW
		(517) 284-7000	
		MorrisonR8@michigan.gov	
	Contract Administrator	Robert Morrison	DTMB
		(517) 284-7000	
		morrisonr8@michigan.gov	

CONTRACT SUMMARY

COURT REPORTING SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2014	September 30, 2017	2 - 1 Year	September 30, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
NET45	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☒ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	2 Years	☐		September 30, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$300,000.00	$0.00	$300,000.00

DESCRIPTION

Effective February 10, 2017 this contract hereby exercises both remaining option years. The revised expiration date is September 30, 2019. Please note that the Program Manager and Contract Administrator are hereby updated to Robert Morrison per Sections 2, 3, and 4 of the Contract. Attachment A, Pricing, is hereby updated to reflect the following price reductions:

Regions 1 and 2 Full Day Appearance: $450
Regions 1 and 2 Half Day Appearance: $225
Region 3 Full Day Appearance: $500
Region 3 Half Day Appearance: $250

All pricing terms remain firm-fixed for the remainder of the Contract. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency 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
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B5500004

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Heckaman & Nardone, Inc.	Melinda Nardone	msnardone5@gmail.com
P.O. Box 27603	TELEPHONE	CONTRACTOR #, MAIL CODE
Lansing, MI 48909	(517) 349-0847	000

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Chelsea Edgett	(517) 284-7031	edgettc@michigan.gov
BUYER	DTMB	Chelsea Edgett	(517) 284-7031	edgettc@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Court Reporting Services - Statewide (Regions 1, 2 and 3)**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2014	9/30/2017	Two, One-Year Options	9/30/2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination	N/A	N/A

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

MINIMUM DELIVERY REQUIREMENTS:

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 REVISED AGGREGATE CONTRACT VALUE:
$0.00	$300,000.00

Effective November 25, 2014 this Contract is AMENDED as follows:

1. Add the following Subcontractors to the Contract:
   a. American Reporting, Inc.
   b. Brighton Reporting
   c. Delta Court Reporters
2. Buyer and Program Manager is changed to Chelsea Edgett.

All terms, conditions, specifications and pricing remain unchanged.

Form No. DTMB-3522 (Rev. 4/2012)
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
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

NOTICE OF CONTRACT NO. 071B5500004

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Heckaman & Nardone, Inc.	Melinda Nardone	msnardone5@gmail.com
P.O. Box 27603	TELEPHONE	CONTRACTOR #, MAIL CODE
Lansing, MI 48909	(517) 349-0847	000

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	DTMB	Angela Buren	517-284-7005	burena@michigan.gov
BUYER:	DTMB	Angela Buren	517-284-7005	burena@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Court Reporting Services – Statewide (Regions 1, 2 and 3)

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	10/1/2014	9/30/2017	Two, One-Year Options
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
Net 45	Destination	N/A	N/A

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

MINIMUM DELIVERY REQUIREMENTS:

MISCELLANEOUS INFORMATION:

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$300,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007114B0002533. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form, fax, phone or e-mail.

Notice of Contract #: 071B5500004

FOR THE CONTRACTOR:	FOR THE STATE:
Heckaman & Nardone, Inc.	
Firm Name	Signature
	Tom Falik, Services Director
Authorized Agent Signature	Name/Title
	DTMB - Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Angela Buren, Buyer 525 West Allegan St. Constitution Hall-1st Floor North Lansing, MI 48933 Email: Burena@michigan.gov Phone: (517) 284-7005	Melinda Nardone P.O. Box 27603 Lansing, MI 48909 Email: msnardone5@gmail.com Phone: (517) 349-0847

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "**Contract Administrator**"):

If to State:	If to Contractor:
Angela Buren, Buyer 525 West Allegan St. Constitution Hall-1st Floor North Lansing, MI 48933 Email: Burena@michigan.gov	Melinda Nardone P.O. Box 27603 Lansing, MI 48909 Email: msnardone5@gmail.com Phone: (517) 349-0847

Phone: (517) 284-7005	

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

If to State:	If to Contractor:
Varies by Department	Melinda Nardone P.O. Box 27603 Lansing, MI 48909 Email: msnardone5@gmail.com Phone: (517) 349-0847

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance	
Minimal Limits: $100,000 Each Accident $100,000 Each Employee by Disease $500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: $1,000,000 Each Occurrence $3,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	
Cyber Liability Insurance (If Contractor Gains Access to Confidential or Sensitive Data)	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

7. **Reserved.**

8. **Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 19, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

    If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

    Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

18. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

19. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

20. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 21, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

21. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 30 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State

and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

22. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

    The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

    Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

23. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

24. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

25. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

26. **Reserved**

27. **State Data.**

    a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

c. Extraction of State Data. Contractor must, within one (1) business day of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.

d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence;

(b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

28. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than

through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence.

At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

29. Data Privacy and Information Security.

a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.

c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

30. Reserved

31. Reserved

32. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

33. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 19, Termination for Cause.

34. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

35. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

36. Reserved

37. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

38. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register complied under MCL 423.322.

39. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

40. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

41. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

42. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

43. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

44. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

45. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

46. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

47. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

48. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

49. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. #071B5500004
Court Reporting Services – Statewide (Regions 1, 2 and 3)

EXHIBIT A
STATEMENT OF WORK (SOW)
CONTRACT ACTIVITIES

This is a Contract issued by the Michigan Department of Technology, Management and Budget (DTMB), Procurement, to solicit cost-efficient Court Reporting Services for the State. There are four regions included in this Contract (See Exhibit D for a list of Counties in each region).

This exhibit identifies the anticipated requirements of any Contract resulting from this Contract.

Background
DTMB-Procurement is issuing this Contract on behalf of all State agencies. The resulting Contract(s) will include the general terms and conditions and the Statement of Work. The Contract(s) may also include additional provisions or revisions to the Statement of Work to reflect agreements with the selected Contractor(s) based on proposal submissions, clarifications, and/or subsequent discussions.

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

The volume of business, which is reflected by the gross billings of the incumbent Contractors, was approximately $300,000.00 for the past Contract year. (Note that 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.)

In Scope
The purpose of this Contract is to select one or more court reporting firms as Contractors to provide a court reporter, court recorder, or stenomask reporter services, as needed, anywhere in the State. MCL 600.1490. All court reporting firms doing business in Michigan must be registered with the State Court Administrative Office (SCAO) pursuant to MCL 600.1493(2).

The Contractor must provide in-person or “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 must be certified in 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 must accept orders by fax, phone, e-mail, or by purchase order.

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

1.0 REQUIREMENTS

The Contractor must 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 include, but are not limited to, the following, pursuant to MCL 600.1492:

1.1 Work and Deliverables

1. The Contractor must provide in-person or “live body” Court Reporters at the location(s) and the time(s) requested, either orally or in writing. All State Contractors are required to be available on all business days.

   Services will be provided for Regions 1, 2 and 3.

2. The Contractor must 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. EST/EDT).

3. Only reporters and recorders certified by the Recording Board of Review may record or prepare transcripts of proceedings held in Michigan courts or of depositions taken in Michigan as regulated by Michigan Court Rule 8.108(G).

4. Court Reporters must have the necessary equipment to provide complete and accurate services, and attest to the accuracy of the transcript(s) by certifying each.

5. Court Reporters must be present one hour (unless otherwise directed by the requesting State agency) before the hearing is scheduled to commence and be ready to proceed at the direction of the State or agency.

6. Court Reporters must not consume alcoholic beverages, narcotics, or be under their influence while performing any service.

7. Court Reporters must meet and deal in a courteous, effective manner with the Administrative Law Examiner (ALE), hearing officer, lawyers, parties, witnesses and members of the public and agency personnel.

8. Court Reporters must be capable of performing 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. Court Reporters must maintain a professional appearance, attire, and decorum when providing services in hearings.

10. Court Reporters must use correct Standard English usage, spelling, and punctuation.

11. Court Reporters must use and understand specialized terminology, including legal, medical and educational terms.

12. Court Reporters must complete all necessary forms required by the State and/or agency.

13. Court Reporters must have additional audio recording back-up, if stenographic equipment is used, and must make it available upon request. (See Michigan Court rule 8.109.).

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

15. The Contractor must ensure the Court Reporter is paid for services rendered under the resulting Contract.

16. The Contractor must ensure the 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.

17. The Court Reporter must not make a practice of performing personal business during the hours which they are assigned to work under any ensuing Contract.

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

19. The Contractor must guarantee that the required number of Court Reporters will be assigned and available at the State and/or Bureau hearing site as needed.

20. The State and/or agency will make their best effort to notify the Contractor no later than 5:00 p.m. of the day prior to the hearing in the case of a cancelled hearing. Notice of cancellation by E-mail, telephone, or fax is permitted.

    The State and/or agency should attempt to ensure the Contractor indeed received the message; i.e ., return phone call or email acknowledgement.

21. A court reporter, court recorder, or stenomask reporter must, before accepting an assignment as an independent contractor or employee to provide court reporting or recording services, request information from the person, employer, or entity engaging his or her services as to the existence and nature of the contract between the person, employer, or entity and the client to confirm that the contract is not a blanket contract in violation of MCL 600.1491(1)(b). A person, employer, or entity who is party to a blanket contract and who knowingly provides false information in reply to an inquiry required under this subdivision shall be considered to have committed an act that is grounds for discipline or censure under MCL 600.1493. This subdivision does not apply to contracts for court reporting or recording services for the courts, agencies, or instrumentalities of local units of government, this state, or the United States.

1.2 Additional Requirements Specific to this RFP

In addition to the requirements listed in Section 1.0 above, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below:

1.2.1 MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)

Background/Problem Statement/Objectives

The Michigan Department of Licensing and Regulatory Affairs (LARA) 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 in-person or "live body Court Reporters" on occasions where permanent hearing rooms are not used or are not available.

1. Workers' Compensation Bureau, Board of Magistrates

The LARA, Workers' Compensation Bureau, 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.

a. The Contractor must provide Court Reporting Services at hearing locations in northern Lower Michigan as well as the Upper Peninsula.

b. The Contractor must provide Court Reporting Services at additional hearing locations in Lower Michigan on an as needed basis.

c. The Court Reporter must be ready to proceed ½ hour prior to the start of the first hearing scheduled and remain at the site ¼ hour after the final hearing is completed.

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

2. Bureau of Employment Relations (BER):

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

a. All BER, Act 312 hearings must be transcribed according to statute 2012 PA 371 and 1961 PA 236.

b. Transcript requirements:

- One full-size transcript, one mini transcript and a CD – all within 14 days of hearing.
- 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.

3. 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 MPSC is responsible for ensuring that competent, certified Court Reporting Services are provided by certified court reporters familiar with the technical language and acronyms used in all MPSC proceedings at the Commission's offices, 7109 W. Saginaw, Lansing and other locations designated by the MPSC. Hearings are scheduled during normal working hours, 8:00 a.m.-5:00 p.m. EST/EDT, unless otherwise designated.

The MPSC also permits applicants to hire court reporting firms to provide court reporting services, consistent with the requirements of the State of Michigan court reporting contract. 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:

- Assumes full responsibility for payment of services including costs for travel, meals, lodging, and Commission copies of transcripts.
- Must notify the MPSC at least 10 business days prior to the initial scheduled hearing date, of its intent to hire.
- Must submit a letter of concurrence among applicants to the MPSC when joint applicants hire Court Reporters.

- The Commission retains all designated authorities and requires that Court Reporting Services meet its requirements and needs.

a. The Contractor must provide an in-person or "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 MPSC.

b. 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 Administrative Law Judge.

c. Prior to the hearing, the Court Reporter must follow established check in procedures with the Executive Secretary Section.

d. All hearings will be held at the MPSC's office, 7109 W. Saginaw, Lansing, Michigan, unless otherwise designated by the MPSC. Multiple hearings may be held simultaneously.

e. The Contractor must 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.

4. State Fire Safety Board

The LARA, State Fire Safety Board, hears a wide variety of appeals to administrative decisions made by the Bureau of Fire Services. 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.

a. The Contractor must provide Court Reporting Services as required and be present at hearings.

b. 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 must provide a fully qualified substitute.

c. Hearings may be held at various locations in the greater Lansing area.

5. Michigan Liquor Control Commission

The mission of the LARA, 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 Southfield 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.

a. 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 fifteen complaints and a copy of each complaint is attached to the docket, outlining the charge(s) and any subpoenaed witnesses and attorney information.

b. The Contractor must ensure that the 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.)

6. Bureau of Construction Codes

The LARA, Bureau of Construction Codes (BCC), Barrier Free Design Board can grant exceptions from Michigan's barrier free code requirements. Action taken by the board can be appealed to circuit court. Hearing reporter services are needed to comply with accommodation requests from board members, and transcription services may be needed to comply with the requirements of the court.

a. The Contractor must provide Court Reporting services as required and be present at board meetings.

b. The Court Reporter must be present ½ hour before the meeting is scheduled to commence and be ready to proceed at the direction of the bureau facilitator.

c. Meetings will typically be held at the BCC offices, 2501 Woodlake Circle, Conference Room 3, Okemos, Michigan 48864. Alternate locations may be scheduled in the Lansing area.

7. Michigan Administrative Hearing System (MAHS)

The Michigan Administrative Hearing System (MAHS) is staffed by over 100 Administrative Law Judges (ALJs) who preside over primary and remanded administrative law hearings for 30 various State bureaus/agencies. MAHS has approximately 55 permanent hearings rooms. In addition, as required, MAHS 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.

a. In most cases, permanent hearing rooms are equipped with either video or audio recording equipment. However, where permanent hearing rooms are not used, MAHS requires the use of in-person or "live body Court Reporters" for recording purposes. Additionally, MAHS has Memorandums of Understandings which require the use of live Court Reporters.

b. The primary MAHS 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
2942 Fuller N.E., Grand Rapids
940 N. 10th Street, Suite 109, Kalamazoo
608 W. Allegan, 2nd Floor, Lansing
6545 Mercantile Way, Lansing
525 W. Allegan, Atrium Level, Lansing
General Office Building, 7150 Harris Drive, Lansing
411 E. Genesee, Saginaw
3333 Cass Road, Traverse City
51111 Woodward Ave., 1st Floor, Pontiac

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

8. MAHS – 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.

a. Typed, verbatim transcripts must be available for all hearings.

b. Whenever a typed verbatim transcript is prepared, a word index must be provided.

c. Audio recordings must be available for all Special Education Hearings.

d. 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.

9. Finance and Administrative Services – Utility Consumer Participation Board

The Utility Consumer Participation Board exists within the Bureau of Finance and Administrative Services.

a. The court reporter attends the scheduled meetings throughout the year, typically consisting of at least 7 meetings a year, enduring from to 3 to 5 hours.

b. The court reporter records the meetings and prepares a transcript for the board.

c. All meetings are scheduled during normal business hours and the majority of them are scheduled for 12:30 p.m.

GENERAL CONTRACTOR RESPONSIBILITIES FOR ALL LARA BUREAUS

Reporting and Transcriptions

The Court Reporter must:

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

   a. A verbatim transcript of each hearing must be completed as follows:

      i) Normal copy requires delivery within 10 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 CDs 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) must be prepared. The original and one copy must 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 must be available within five business days.

2. Preserve the stenographic notes or tapes of hearing for a period of five 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).

Project Control

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

1.2.2 MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (MDARD)

Background/Problem Statement

The Michigan Department of Agriculture and Rural Development (MDARD) 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.

1. 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.

2. 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.

3. 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.

4. Reporting and Transcripts

A. The Contractor must:

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

    a. Full Day Appearance equals eight hours.

    b. Half Day Appearance equals four 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 may require a transcript on an expedited basis, in which the transcript must be available within 3 workdays.

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

Project Control

1. The Contractor must carry out each assignment under the direction and control of the MDARD.

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

1.2.3. MICHIGAN DEPARTMENT OF ATTORNEY GENERAL (AG)

Regions of State where service is required:	All Regions
Pricing Options Must 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 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 the 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.

1. Contractor Responsibilities:

a. The Contractor must provide scheduled deposition and Court Reporting Services as required under the terms and conditions of this RFP and resulting Contract, and must be present at the depositions.

b. The Court Reporter must be present a minimum of ½ hour before the deposition is scheduled to begin, and must be ready to proceed at the direction of the party scheduling the deposition.

c. Depositions scheduled by the Department may be held statewide. Multiple depositions may be held simultaneously.

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

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

2. Reporting and Transcriptions:

a. The Contractor must provide a sealed original and one copy of a transcript to the Department within 10 calendar days from the date of deposition, unless expedited or overnight service is requested at the time of the deposition.

b. Expedited transcripts must be provided within either a one, three, or five day time period from the date of deposition, with all options to be a condition of the resulting Contract.

c. Provide a “Mini-Script” or four pages of original text condensed to one page, upon request of the Department.

d. Have the capability to provide Rich-Text format and Microsoft Word format documents by email, DVD or USB-drive/memory stick format.

e. Have the capability to provide a videotaping of the complete deposition in DVD format, with the option of the complete written text of the transcript as well.

f. Have the capability to provide Real-Time Transcription with first draft available to customer within 24 hours of date of deposition.

g. Have the capability to provide a digital photograph of the deposed upon request of the Department.

h. 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.

i. Department must be billed hourly according to the terms and conditions of the resulting Contract, by the Contractor and must not be billed separately by the translator.

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

k. Confirm by telephone, 24 hours prior to the scheduled deposition to confirm their attendance at the scheduled deposition.

l. The Department will 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.

1.2.4 MICHIGAN DEPARTMENT OF STATE BUREAU OF ELECTIONS (MDOS)

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.

1. Responsibilities:

a. The Contractor must provide Court Reporting Services and provide transcripts for every Board of State Canvassers meeting scheduled.

b. The Court Reporter must be present ½ hour 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.

c. The Contractor must 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.
- 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.

2. General Requirements:

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

b. The Contractor must provide the following after each Board of State Canvassers meeting:

- An original and two copies of paper transcript to the Bureau of Elections.
- Transcripts via e-mail format. (MDOS also prefers to obtain electronic files from Contractor website via log-in access).
- Contractor must submit a bill to the Bureau of Elections upon delivery of original paper copy.

1.2.5 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.

1. Contractor Responsibilities

a. The court reporter must be present ½ hour before the scheduled event.

b. The court reporter must provide MGCB with the original and one copy of the transcript including a phrase and key word index with each transcript within 10 calendar days of a scheduled event unless expedited or overnight service is requested at the time of the event.

c. Expedited transcripts must be provided within either a one, three, or five day time period from the date of the event.

2. Project Control

a. The Contractor must carry out each assignment under the direction and control of the MGCB.

1.2.6 MICHIGAN DEPARTMENT OF COMMUNITY HEALTH (MDCH)

Background/Problem Statement

The Michigan Department of Community Health (MDCH) 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 the resulting Contract.

1. Responsibilities

a. The Contractor must provide Court-Reporting Services as required and be present at hearings.

b. The Court Reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed.

c. Hearings will be held at various locations statewide. Multiple hearings may be held simultaneously.

d. MDCH will, in the case of the necessity of a cancellation of hearing, notify the Contractor at least 24 hours prior to the hearing, if possible.

2. Project Control

a. The Contractor must carry out each assignment under the direction and control of MDCH.

1.2.7 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, (DTMB) OFFICE OF RETIREMENT SERVICES

Background / Problem Statement

The Office of Retirement Services (ORS) 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. ORS 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. Responsibilities

a. The Court Reporter must provide Court-Recording Services as required and be present at hearings.

b. 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 Administrative Law Judge (ALJ), or must provide a fully qualified substitute.

c. All hearings will be held in a venue chosen by ORS.

d. The Court Reporter must transcribe the record of hearings recorded by the Contractor and certify said transcript.

- A verbatim transcript of each hearing must be completed within 10 calendar days from the day of hearing.
- The original and one copy of the transcript (double spaced, 8 ½ X 11" typewritten pages with 10 pitch type, 25 lines per page) must be prepared. The original and one copy must be provided directly to ORS.
- ORS may order additional transcripts, in which case the transcripts must be available within 10 workdays.
- Provide a phrase and key word index with each transcript

e. The Contractor must preserve the stenographic notes or tapes of hearing for a period of 12 months from the date a hearing is concluded.

f. The Contractor must provide ORS with a signed invoice for services rendered, and will be paid only upon receipt of transcript.

g. The ORS will, in case of the necessity of a cancellation of hearing, notify the Contractor at least 24 hours prior to the hearing, when possible.

2. Project Control

1. The Contractor must carry out each assignment under the direction and control of ORS.

1.2.8 MICHIGAN CIVIL SERVICE COMMISSION, CIVIL SERVICE HEARINGS OFFICE (CSHO)

Background/Problem Statement

The major functions of the Civil Service Hearings Office (CSHO) are to impartially hear and decide unfair labor practice charges, grievance appeals, and other labor relations disputes; impartially mediate contract disputes; and conduct certification election proceedings. Transcripts are needed for Hearing Officers to issue decisions. The Employment Relations Board (ERB) also uses the transcripts in the appellate process. Other offices within the Civil Service Commission may rarely request a Court Reporter for hearings before the Ethics Board, the Impasse Panel, or the Coordinated Compensation Panel.

Hearings can 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. The parties must have the transcript soon after the hearing is conducted to promptly prepare briefs. The CSHO therefore normally requires that transcripts be received within 10 business days from the request date. If a hearing lasts several days, the time to produce a transcript would remain limited even though there may be numerous days of hearing to transcribe.

Additionally, hearing officers travel statewide. Each hearing officer is responsible for his or her own hearing schedule. Thus, there may be two or possibly more hearings held simultaneously at different locations in the State.

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 witnesses during hearings. Further, a verbatim transcript is necessary for the courts when cases are appealed.

1. Responsibilities

a. The Contractor must provide Court-Reporting Services as required and be present at hearings.

b. The Court Reporter must be present ½ hour before the hearing is scheduled to start and be ready to proceed at the direction of the hearing officer, or must provide a fully qualified substitute.

c. Cases are held statewide. Various locations may be used such as correctional facilities, state offices, and our main office at the Capitol Commons Center, 400 S. Pine Street in Lansing, Michigan 48913. Most hearings will be conducted at this office. Multiple hearings may be held simultaneously. Travel expenses must be included in the bid price.

2. Reporting and Transcriptions

The Contractor must:

a. Upon 30 days' notice of scheduled hearings (or occasionally less notice for continuation of hearings or expedited hearings), provide the services of Court Reporters for up to 3 hearings in one day. Most hearings will be scheduled during normal working hours (9:00 a.m. – 5:00 p.m. EST/EDT). 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:

- Full Day Appearance – equals eight normal business hours.
- Half Day Appearance – equals four normal business hours.

b. Transcribe the record of hearings recorded and certify said transcript.

c. Upon request, a verbatim transcript of the hearing must be completed within 10 business days.

d. The original transcript must be double spaced on 8-1/2 x 11" page with 10-pitch type and 25 lines per page. The original must be provided to the CSHO, it will then be sent to the appropriate office within the agency requesting the transcript. The agency's address is: Civil Service Commission, Hearings Office, Capitol Commons Center, P.O. Box 30002, Lansing, Michigan 48913.

e. An electronic copy of the transcript, including at minimum a Portable Document Format (PDF) version, must be made available in a password-protected online repository or emailed to the CSHO at MCSC-Hearings@michigan.gov when the original transcript is produced.

f. The agency must be billed at the rate specified in the Contract. If either or both parties order the transcript, they must be billed at the same rate that the agency would have been billed. A second copy will be billed at a lower rate.

g. The agency may order a transcript on an expedited basis, in which case the transcript must be available within three workdays.

h. Preserve the stenographic notes or tapes of hearings for a period of five years from the date a hearing ends.

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

j. Provide a phrase and keyword index with a transcript, upon request.

k. For any transcripts delivered late, the Contractor will be paid half it's per page transcription rate. If transcripts are habitually late, the State may cancel the services provided by the Contractor and procure services elsewhere.

l. The Agency will, 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.

3. Project Control

a. The Contractor will carry out each assignment under the direction and control of the Michigan Civil Service Commission.

2.0 STAFFING

2.1 Contractor Representative

Melinda Nardone is appointed as the individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the resulting Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

2.2 Customer Service Telephone Number

Telephone number for the State to make contact with the Contractor Representative is (517) 204-1303. The Contractor Representative must be available for calls during the hours of 8:00 a.m. to 5:00 p.m. EST/EDT on all business days and is available 24 hours a day, 7 days a week. Returning phone calls must be made within four hours.

2.3 Contractor Staff, Roles, and Responsibilities

1. The Contractor must provide Court Reporters who possess a demonstrated ability to:

   a. Utilize skills needed to perform satisfactorily at all proceedings.
   b. Transcribe rapidly and to prepare clear and accurate transcripts of hearings as needed.
   c. Provide assistance in clerical services for the ALJ as needed in the context of the hearing.

2. The Contractor must guarantee that each Court Reporter:

   a. Is a State Certified Electronic Recorder (CER), Certified Stenographic Reporter (CSR), or Certified Stenomask Reporter

(CSMR).

b. Has the necessary equipment to provide complete and accurate services required.
c. Has a minimum of five years experience as a Court Reporter.

3. Reserved.

4. **Subcontractors**

A. Hanson Renaissance Court Reporting Video, 400 Renaissance Center, Suite, 2160, Detroit, MI 48243, 888-800-0876.
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2.4 Disclosure of Subcontractors
If the Contractor intends to change Subcontractors, the Contractor must disclose the following to the Contract Administrator:

1. The legal business name; address; telephone number; a description of Subcontractor's organization and the services it will provide; and information concerning Subcontractor's ability to provide the Contract Activities.

2. The relationship of the Subcontractor to the Contractor.

3. Whether the Contractor has a previous working experience with the Subcontractor. If yes, provide the details of that previous relationship.

4. A complete description of the Contract Activities that will be performed or provided by the Subcontractor.

5. Of the total bid price, the price of the Subcontractor's work.

3.0 PROJECT MANAGEMENT

3.1 Project Plan
The Contractor must carry out this project under the direction and control of the requesting agency, in cooperation with DTMB-Procurement.

Although there will be continuous liaison with the Contractor, the State agency's coordinator(s) may meet periodically with the Contractor, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving any problems which may arise. Indicate your understanding.

3.2 Meetings
The State may require Court Reporting at other meetings, as it deems appropriate.

4.0 ACCEPTANCE

4.1 Acceptance, Inspection, and Testing
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 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.

4.2 Final Acceptance
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.

5.0 INVOICE AND PAYMENT

5.1 Invoice Requirements
1. The Contractor must provide accurate and timely invoices for hearing transcripts. Invoices must include (a) subject of the hearing; (b) docket number of hearing; (c) date of hearing; (d) purchase order/Contract Number; (e) separate accounting entries for appearance fees and transcript copy fees; (f) unit price; and (f) total price.

2. The requesting Department reserves the right to determine where the invoices will be mailed.

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

4. For any transcripts delivered late, the Contractor will 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. Excessive errors will result in the same reduced per page transcription rate.

5. In a case when opposing counsel or other parties secure Court Reporting Services and the State is responsible for payment or order copies, the State will pay the contracted rate.

5.2 Payment Methods

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.

STATE OF MICHIGAN

Contract No. #071B5500004
Court Reporting Services - Statewide

EXHIBIT B – RESERVED

EXHIBIT C – PRICE PROPOSAL

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

EXHIBIT C – PRICE PROPOSAL

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

ITEM	UNIT PRICE
1. Full Day Appearance for Hearings	$ 500.00_____
2. Half Day Appearance for Hearings	$ 250.00_____
3. Full Day Appearance for Hearings (Saturday & Sunday)	$ 600.00_____
4. Half Day Appearance for Hearings (Saturday & Sunday)	$ 300.00_____
5. Per Hour Appearance for Hearings (Hourly Rate)	$ 65.00_____
6. Per Hour Appearance for Hearings (Saturday & Sunday)	$ 75.00_____
7. Rates for Deposition: a) Per Hour Appearance b) Per Hour Appearance (Saturday & Sunday)	$_____30.00/ 2 hour minimum_ $_____40.00/2 hour minimum__

NOTE:

a) A Full Day is considered any time 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.

EXHIBIT C – PRICE PROPOSAL

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

ITEM	UNIT PRICE
1. USB drive or CD with transcription in Word format for previously billed prepared transcript. (Per USB/CD) Email transcript in Word format (for previously billed prepared transcript)	$_25.00_____ $_10.00_____
2. a) Original + 1 (within 10 business days) b) Additional Copies c) E-Transcript in PTX format d) Electronic filing in pdf format	$ 3.25_____per page $_.10_____ per page $_5.00_____ $_5.00_____
3. a) Expedited original +1 (within 5 Business days) b) Additional Copies	$ 4.00_____per page $_.50_____per page
4. a) Expedited original +1 (within 3 Business days) b) Additional Copies	$ 4.75_____per page $ .50_____per page
5. a) Expedited original +1 (within 1 Business days) b) Additional Copies c)Real Time (same day) Original +1	$ 6.50_____per page $__.50_____per page $__8.00_____per page
6 a) Copying of Exhibits (Pre-filed testimony)	$___.25_____per page
7. Condensed Transcript (Mini-script) within 10 business days	$__Free with Original & 1_____

<u>Notes to Contractors</u>

1. Normal turnaround 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.

EXHIBIT C – PRICE PROPOSAL

Pricing sheet for "Court Reporting Services", (Region 2)

ITEM	UNIT PRICE
1. Full Day Appearance for Hearings	$ 500.00_____
2. Half Day Appearance for Hearings	$ 250.00_____
3. Full Day Appearance for Hearings (Saturday & Sunday)	$ 600.00_____
4. Half Day Appearance for Hearings (Saturday & Sunday)	$ 300.00_____
5. Per Hour Appearance for Hearings (Hourly Rate)	$ 65.00_____
6. Per Hour Appearance for Hearings (Saturday & Sunday)	$ 75.00_____
7. Rates for Deposition: a) Per Hour Appearance b) Per Hour Appearance (Saturday & Sunday)	$ 30/ 2 hour minimum__ $ 40/ 2 hour minimum _

NOTE:

a) A Full Day is considered any time 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 hearing 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.

EXHIBIT C – PRICE PROPOSAL

Pricing sheet for "Court Reporters Providing Transcription Services", (Region 2)

ITEM	UNIT PRICE
1. USB drive or CD with transcription in Word format for previously billed prepared transcript.(Per USB/CD) Email transcript in Word format (for previously billed prepared transcript)	$__25.00_____ $__10.00_____
3. a) Original + 1 (within 10 business days) b) Additional Copies c) E-Transcript in PTX format d) Electronic filing in pdf format	$ 3.25_____per page $__.10_____ per page $___5.00_____ $___5.00_____
3. a) Expedited original +1 (within 5 Business days) b) Additional Copies	$ 4.00_____per page $__.50_____per page
4. a) Expedited original +1 (within 3 Business days) b) Additional Copies	$ 4.75_____per page $.50_____per page
5. a) Expedited original +1 (within 1 Business days) b) Additional Copies c)Real Time (same day) Original +1	$6.50_____per page $__.50_____per page $_8.00_____per page
6 a) Copying of Exhibits (Pre-filed testimony)	$__.25_____per page
7. Condensed Transcript (Minu-script) within 10 business days	$_Free with Original & 1 ___

EXHIBIT C – PRICE PROPOSAL

Pricing sheet for "Court Reporting Services", (Region 3)

ITEM	UNIT PRICE
1. Full Day Appearance for Hearings	$ 600.00_____
2. Half Day Appearance for Hearings	$ 300.00_____
3. Full Day Appearance for Hearings (Saturday & Sunday)	$_ 650.00_____
4. Half Day Appearance for Hearings (Saturday & Sunday)	$ 325.00_____
5. Per Hour Appearance for Hearings (Hourly Rate)	$ 75.00_____
6. Per Hour Appearance for Hearings (Saturday & Sunday)	$ 85.00_____
7. Rates for Deposition: a) Per Hour Appearance b) Per Hour Appearance (Saturday & Sunday)	 $ 40/ 2 hour minimum__ $ 50/2 hour minimum__

NOTE:

a) A Full Day is considered any time 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 hearing 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.

EXHIBIT C – PRICE PROPOSAL

Pricing sheet for "Court Reporters Providing Transcription Services", (Region 3)

ITEM	UNIT PRICE
1. USB drive or CD with transcription in Word format for previously billed prepared transcript. (Per USB/CD) Email transcript in Word format (for previously billed prepared transcript)	$__25.00_____ $__10.00_____
4. a) Original + 1 (within 10 business days) b) Additional Copies c) E-Transcript in PTX format d) Electronic filing in pdf format	$ 3.50_____per page $__.20_____ per page $__5.00_____ $_5.00_____
3. a) Expedited original +1 (within 5 Business days) b) Additional Copies	$ 4.15_____per page $_.50_____per page
4. a) Expedited original +1 (within 3 Business days) b) Additional Copies	$4.90_____per page $.50_____per page
5. a) Expedited original +1 (within 1 Business days) b) Additional Copies c)Real Time (same day) Original +1	$6.65_____per page $__.50_____per page $__8.15_____per page
6 a) Copying of Exhibits (Pre-filed testimony)	$___.25_____per page
7. Condensed Transcript (Minu-script) within 10 business days	$_Free with Original & 1_____