

0198

INTRODUCED BY: COUNCIL MEMBER (s) Keller

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR TRANSCRIPTION REPORTING SERVICES 2016; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bid and Requests for Proposals issued by the County received bids
10 and proposals for the following items or services:

11 BID NAME

12 Transcription Reporting Services 2016

13 NUMBER OF BIDS RECEIVED

14 2

15 DATE OF BID OPENING

16 2-23-2016

17

18

FILED

Page 1 of 5

MAR 17 2016

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 **WHEREAS**, after reviewing the bids and proposals set forth above, the
2 Department of Administrative Services has determined that certain bids and proposals
3 represent the lowest and best bid for the respective items or services and met the bid or
4 proposal specifications issued by the County; and

5 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
6 of the County to award the bids and proposals to Pohlman Reporting Company and Taylor
7 & Associates Reporting, Inc. d/b/a/ Midwest Litigation for a term from 3-14-16 to 3-13-17
8 upon approval by the County Council and County Executive for the total amount up to
9 **\$12,000.00** subject to budgetary limitations.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
11 **AS FOLLOWS:**

12 Section 1. The County awards the following bids and proposals which are
13 incorporated by this reference as if fully set out herein, to the lowest and best vendor
14 bidding for each respective item or service as follows:

15 BID NAME

16 Transcription Reporting Services 2016

17 TERM

18 from 3-14-16 to 3-13-17

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 Up to **\$12,000.00**

22 subject to budgetary limitations

AWARDED BIDDERS

Pohlman Reporting Company

Taylor & Associates Reporting, Inc. d/b/a Midwest Litigation

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement incorporated by Reference as Exhibit "A1 and A2" and any agreements or contracts necessary to effectuate the award of the bids and contracts set forth in this Ordinance. The County Executive is further authorized to take all actions necessary to carry out the intent of this Ordinance. An unexecuted copy of this Agreement is attached hereto as Exhibit "A1 and A2" and incorporated herein, by reference.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

15 Section 4. This Ordinance shall be in full force and effect from and after its
16 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
17 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Absent</u> <u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Absent</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 14th DAY OF March, 2016:

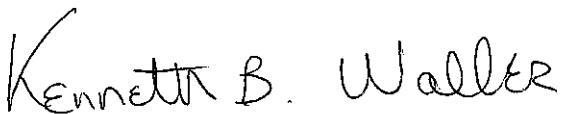
✓ PASSED FAILED


Renee Reuter, County Council Chair


Pat Schlette, Council Administrative Assistant

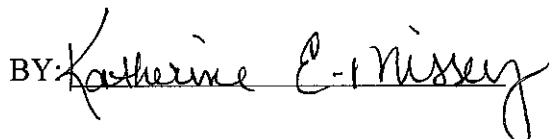
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15th DAY OF MARCH, 2016.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2016.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Wes Wagner
Wes Wagner, County Clerk
BY: Katherine E. Nissey

Reading Date: 03-14-2016



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

EXHIBIT

A1

Request for Proposal: TRANSCRIPTION REPORTING SERVICES 2016

Date Issued: 1-19-16

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 23, 2016, AT 2:00 P.M. LOCAL TIME.

Specification Contact:

CARL W. "WES" YATES
Department of the County Counselor
636-797-5072
wyates@jeffcomo.org

Contract Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5380

Mail (3) Three Complete Copies With Vendor And Proposal Information As Shown In Sample:

Contract Term: upon approval by the County Council and County Executive

Vendor Information:

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Pohlman Reporting Company Deborah J. Walters
Company Name Authorized Agent (Print)
10 S. Broadway #1400 Deborah J. Walters
Address Signature
St. Louis, MO 63102 President and CEO
City/State/Zip Code Title
314-421-0099 2-18-16 47-2406726
Telephone # Date Tax ID #
DeborahW@PohlmanUSA.com 314-448-4433
E-mail Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: DJW

A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X)Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions

from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

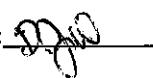
Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. **General:** Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or**



proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- If supplier fails to deliver the items required by the contract within the time specified; or
- If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of Delaware.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

Carl W. "Wes" Yates – Department of the County Counselor – 636-797-5072

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Deborah J. Walters (Name of Business Entity Authorized Representative) as President + CEO (Position/Title) first being duly sworn on my oath, affirm Pahlman Reporting Company (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Court reporting/Transcription (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

Pahlman Reporting Co. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to

Court reporting/Transcription (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Deborah J. Walters
Authorized Representative's Signature

Deborah J. Walters
Printed Name

President + CEO
Title

2/18/16
Date

Subscribed and sworn to before me this 18th of February. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis City, State of
(NAME OF COUNTY)

Missouri, and my commission expires on May 13, 2018.
(NAME OF STATE) (DATE)

Meghan Levinson
Signature of Notary

2/18/16
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Parkman Reporting Co. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Deborah J. Watters
Authorized Business Entity
Representative's Name
(Please Print)

Deborah J. Watters
Authorized Business Entity
Representative's Signature

Parkman Court Reporting
Business Entity Name

2/18/16
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

E-Verify



Company ID Number: 619008

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Pohlman Court Reporting

Lisa Williams-Coleman

Name (Please Type or Print)	Title
Electronically Signed	11/21/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	11/21/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Pohlman Court Reporting
Company Facility Address:	10 South Broadway
	Suite 1400
	Saint Louis, MO 63102
Company Alternate Address:	
County or Parish:	SAINT LOUIS CITY
Employer Identification Number:	371302924



Company ID Number: 619008

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	2
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• MISSOURI	1 site(s)
• ILLINOIS	1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Lisa M Williams-Coleman	Telephone Number: (314) 450 - 5129	E-mail Address: lisawc@pohlmanusa.com	Fax Number: (314) 421 - 1115
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We're always listening.®

PohlmanUSA®

Prepared for: Jefferson County Counselor's Office
Date: February 16, 2016
Location: Jefferson County, MO

CONFIDENTIAL

We appreciate the opportunity to provide you with rates for our products and services. When you partner with PohlmanUSA, you are ensuring your firm will receive the highest quality services available. In addition, our average 8-10 business day turnaround times will save you money.

PohlmanUSA also offers all transcripts in AdobeX format, viewable on iPads!

	Depositions	Meetings	Hearings
2016 Court Reporting Rates*			
Original transcript - Lay Witness – Per Page	\$3.60	\$5.00	\$5.00
Attendance - Lay Witness – Per Hour (2 hour min)	\$25	\$35	\$45
Attendance – Lay Witness – Per Hour (2 hour min) – After Hours	\$45	\$75	\$60
Next Business Day Delivery (Increase Per Page)	50%	50%	50%
2 nd Business Day Delivery (Increase Per Page)	40%	40%	40%
3 rd Business Day Delivery (Increase Per Page)	30%	30%	30%
4 th Business Day Delivery (Increase Per Page)	20%	20%	20%
5 th Business Day Delivery (Increase Per Page)	10%	10%	10%
2016 Videography Rates (2 Hour Minimum)*			
Videography – First Hour	\$175	\$175	\$175
Videography – Each Additional Hour	\$115	\$115	\$115
MPEG-1 (required for synchronization)	\$65	\$65	\$65
Video Synchronization	\$25	\$25	\$25

The following are offered at no charge:

- ✓ E-transcript, PDF, Condensed Transcript & ASCII File
- ✓ MyCase Website Repository to include viewing/downloading of the following files:
 - E-Transcript, PDF, ASCII & Exhibits
 - Notice of Deposition, Errata and signature pages

Listed below are other services PohlmanUSA offers.

- Conference room location service
- Telephonic deposition management
- Trial Court Reporting
- Exhibit Management
- Desktop Videoconferencing
- Realtime Court Reporting

***Additional charges may be incurred if the following circumstances apply:**

- Technical terminology
- Transcript not requested
- 24-hour Cancellation not received
- Start or end time exceeds normal business hours (8:00 am-5:00 pm)
- Locations greater than 50 miles from PohlmanUSA's St. Louis office may require mileage and/or drive time

The information contained in this document is privileged and confidential, intended only for the use of the individual named above. You are hereby notified that any dissemination, distribution, or copying of this transmission is strictly prohibited.

SPECIFICATIONS

Statement of Purpose:

Jefferson County, Missouri, is soliciting detailed proposals from qualified vendors, who have experience and a proven high degree of accuracy in transcription services to provide transcription/ reporting services for the Jefferson County Planning and Zoning Commission and possibly, on occasion, to the Jefferson County, Missouri, County Council as outlined in this RFP.

Background Information:

The Planning and Zoning Commission has an average of 22 hearings per year. The average number of hearings per year is an estimate for reference/proposal purposes only and is not to be considered the actual number of hearings to be transcribed. Hearings take place on the second and fourth Thursday of each month at 7:00 PM. Occasional attendance and reporting/transcribing of County Council hearings may also be required. The County Council meets on the second and fourth Mondays of each month at 6:30 PM.

The Planning and Zoning Commission is in need of court reporters to attend hearings and prepare verbatim transcripts of those hearings. The court reporter will be required to attend hearings and provide hard copy and media transcriptions of hearings in an accurate and timely manner.

Maximum turnaround time permitted from the date of the hearing to delivery of completed transcript will be three (3) business days.

Scope of Services:

Please provide information regarding your services and pricing for Transcription/Reporting Services. The proposal should demonstrate the qualifications, competence and capacity of the reporting and transcription preparation service to prepare verbatim transcripts for the Planning and Zoning Commission accurately and timely. Bidder must employ sufficient qualified personnel to ensure attendance at required hearings and ability to provide transcripts within the required timeframe. Bidder must provide a list of all certified court reporters anticipated to provide services under this proposal.

Deliverables:

Completed transcripts of Planning and Zoning Commission hearings must be delivered in both hard copy and electronic form within three (3) business days of the Planning and Zoning Commission Public Hearing or Council Meeting/Public Hearing. Once delivered, the transcripts will become the sole and exclusive property of Jefferson County and are considered public records. As such, the County will have the right to make copies of transcripts and distribute the same without additional fees paid to the court reporter or agency.

The submitted proposal must include a detail of fees per service to include, but not be limited to:

1. Attendance fee/cost per hour for attendance at hearings or meetings
2. Charge for disk/electronic media
3. Charge per page for completed transcripts
4. Price list for additional services/costs/appearance fees/travel costs or expedited transcription shorter than the (3) three day requirement for turnaround.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2016:

Parlman Reporting Company
Company Name

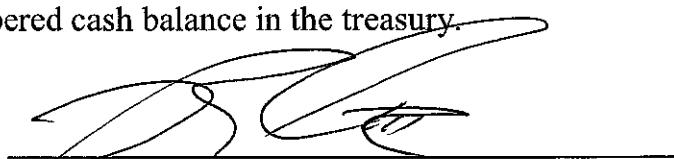
Debrae J. Walters
Signature
Debrah J. Walters
Print

County of Jefferson, State of Missouri

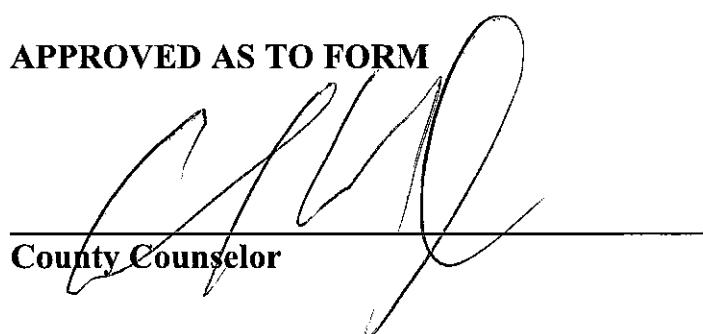
Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: 105 Broadway
Suite 1400
St. Louis, MO 63102
Phone: 314-421-0099

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Pohlman Reporting Company

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ 100.00

BY: Carrie Thus

TITLE: Director of Sales & Marketing

COMPANY: Pohlman USA / Pohlman Reporting Company

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone: 314-678-5803 **E-mail:** Carrie@pohlmanusa.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI

PohlmanUSACourt Reporting and
Litigation Services

AFFIDAVIT OF OWNERSHIP OF PROPERTY

I, Deborah J. Walters, President and Chief Executive Officer for Pohlman Reporting Company, AKA PohlmanUSA, of St. Louis, Missouri, first being duly sworn on my oath, affirm that Pohlman Reporting Company does not own any real or personal property in Jefferson County, Missouri.

Deborah J. Walters

Authorized Representative's Signature

Deborah J. Walters

Printed Name

President & CEO

Title

2/18/2016

Date

Subscribed and sworn to before me this 18th of February, 2016. I am commissioned as a notary
(DAY) (MONTH) public within the County of
St. Louis City, State of Missouri, and my commission expires on May 13, 2018.
(NAME OF COUNTY) (DATE)

Meghan Levinson

Signature of Notary

2/18/16

Date

MEGHAN LEVINSON
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 10973423
My Commission Expires May 13, 2018

Saint Louis:
10 South Broadway, Suite 1400
Saint Louis, MO 63102

Chicago:
20 South Clark Street, Suite 2475
Chicago, IL 60603

Edwardsville:
120 North Main Street, Suite 3
Edwardsville, IL 62025

Nationwide:
PohlmanUSA.com
877.421.0099



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG**

EXHIBIT

A2

**Request for Proposal: TRANSCRIPTION REPORTING
SERVICES 2016**

Date Issued: 1-19-16

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 23, 2016, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

CARL W. "WES" YATES
Department of the County Counselor
636-797-5072
wyates@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

ORIGINAL

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

**Contract Term:
upon approval by
the County Council
and County
Executive**

**Vendor
Information:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Taylor & Associates Reporting Inc
Company Name of a Midwest Litigation

Nancy Hopp

Authorized Agent (Print)

711 N. 11th Street

Nancy Hopp

Signature

Address

St. Louis, MO 63101

Chief Operating Officer

Title

City/State/Zip Code

(314) 644-2191

43-1699962

Telephone #

Date

Tax ID #

n.hopp@midwestlitigation.com

(314) 644-1334

Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B.

BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C.

PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E.

LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F.

PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G.

MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

L. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X)Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions

from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. **General:** Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or**

proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- If supplier fails to deliver the items required by the contract within the time specified; or
- If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of Missouri.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE
JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED
UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

Carl W. "Wes" Yates – Department of the County Counselor – 636-797-5072

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Nancy Hopp (Name of Business Entity Authorized Representative) as Chief Operating Officer (Position/Title) first being duly sworn on my oath, affirm Taylor & Associates Reporting, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to the contract (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Taylor & Associates Reporting, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the contract (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Nancy Hopp
Authorized Representative's Signature

Nancy Hopp
Printed Name

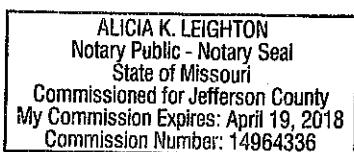
Chief Operating Officer
Title 2/22/16
Date

Subscribed and sworn to before me this 22nd of February. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)

MISSOURI, and my commission expires on April 19, 2018.
(NAME OF STATE) (DATE)

Alicia K. Leighton
Signature of Notary 2/22/16
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Taylor & Associates Reporting, Inc (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Nancy Hopp

Authorized Business Entity
Representative's Name
(Please Print)

Nancy Hopp

Authorized Business Entity
Representative's Signature

Taylor & Associates Reporting, Inc.
Business Entity Name

2/22/16
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

Statement of Purpose:

Jefferson County, Missouri, is soliciting detailed proposals from qualified vendors, who have experience and a proven high degree of accuracy in transcription services to provide transcription/ reporting services for the Jefferson County Planning and Zoning Commission and possibly, on occasion, to the Jefferson County, Missouri, County Council as outlined in this RFP.

Background Information:

The Planning and Zoning Commission has an average of 22 hearings per year. The average number of hearings per year is an estimate for reference/proposal purposes only and is not to be considered the actual number of hearings to be transcribed. Hearings take place on the second and fourth Thursday of each month at 7:00 PM. Occasional attendance and reporting/transcribing of County Council hearings may also be required. The County Council meets on the second and fourth Mondays of each month at 6:30 PM.

The Planning and Zoning Commission is in need of court reporters to attend hearings and prepare verbatim transcripts of those hearings. The court reporter will be required to attend hearings and provide hard copy and media transcriptions of hearings in an accurate and timely manner.

Maximum turnaround time permitted from the date of the hearing to delivery of completed transcript will be three (3) business days.

Scope of Services:

Please provide information regarding your services and pricing for Transcription/Reporting Services. The proposal should demonstrate the qualifications, competence and capacity of the reporting and transcription preparation service to prepare verbatim transcripts for the Planning and Zoning Commission accurately and timely. Bidder must employ sufficient qualified personnel to ensure attendance at required hearings and ability to provide transcripts within the required timeframe. Bidder must provide a list of all certified court reporters anticipated to provide services under this proposal.

Deliverables:

Completed transcripts of Planning and Zoning Commission hearings must be delivered in both hard copy and electronic form within three (3) business days of the Planning and Zoning Commission Public Hearing or Council Meeting/Public Hearing. Once delivered, the transcripts will become the sole and exclusive property of Jefferson County and are considered public records. As such, the County will have the right to make copies of transcripts and distribute the same without additional fees paid to the court reporter or agency.

The submitted proposal must include a detail of fees per service to include, but not be limited to:

1. Attendance fee/cost per hour for attendance at hearings or meetings
2. Charge for disk/electronic media
3. Charge per page for completed transcripts
4. Price list for additional services/costs/appearance fees/travel costs or expedited transcription shorter than the (3) three day requirement for turnaround.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2016:

Taylor & Associates Reporting, Inc
Company Name

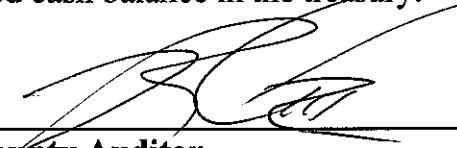
County of Jefferson, State of Missouri

Nancy Dopp
Signature
Nancy Dopp
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

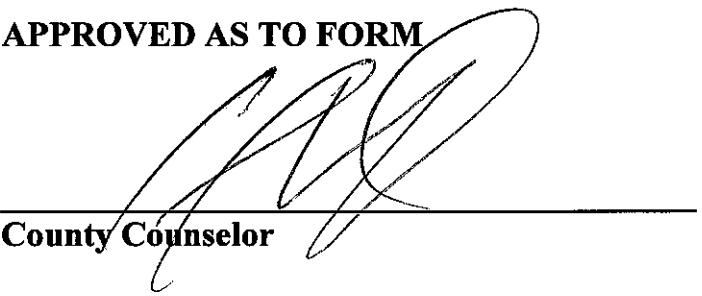
Company Address: _____
711 North 11th Street
St. Louis, MO 63101
Phone: (314) 644-2191

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



County Auditor

APPROVED AS TO FORM



County Counselor

Rate Proposal

for

Jefferson County Planning and Zoning Commission and Jefferson County Council

By Deborah C. Weaver, President



Midwest Litigation Services | Midwest Trial Services
Headquarters: 711 N. 11TH St. | St. Louis, MO 63101 | Phone 800.280.3376 | Fax 800.315.4319
midwestlitigation.com | midwesttrial.com

Confidential

The information contained in this document is privileged and confidential, intended only for the use of the individual named above. You are hereby notified that any dissemination, distribution, or copying of this transmission is strictly prohibited.



Midwest Litigation Services has been certified by the Women's Business Enterprise National Council as a Woman-Owned Business
And by the Missouri Office of Equal Opportunity as a MBE/WBE member



Description of Firm

From our founding as a corporation in 1988, we have focused on fulfilling one goal: to be the most technologically advanced single-source court reporting, video and trial support provider in the country. Over twenty-five years later, our vision is a reality and we are truly a one-stop shop for all of your pre-trial through post-trial legal needs. Our primary objective is to increase efficiency and decrease the need of multiple-vendor engagements for you and your staff.

As one of the largest court reporting providers in the U.S., we are dedicated to the pursuit of professional excellence in the fields of court reporting and trial services. Our court reporters and trial consultants hold recognized certifications issued by the leading national professional associations, and our in-house support staff, including in-house legal counsel, is fiercely dedicated to providing unparalleled service, anticipating, rather than merely responding to, your needs.

With offices in 11 locations through Kansas, Missouri and Illinois as well as a global network of over 250 like-minded partners, our reach is limitless. Today a single phone call fulfills all of your pre-trial through post-trial needs.

Our professionalism and experience is recognized by the legal community, and we are honored to have been selected to work with the premier law firms and corporate legal departments in the St. Louis area. A few examples include Thompson Coburn, Gray Ritter & Graham, Brown & Crouppen, Brown & James, Pitzer Snodgrass, Sandberg Phoenix & von Gontard, MSD, Ameren, Lashly & Baer, Dobson Goldberg Berns & Rich, Fox Goldblatt & Singer, and Armstrong Teasdale.

In addition, we provide transcription services for a number of local county commissions and municipalities including Franklin County, City of St. Louis, Town and Country, and Sunset Hills.

Please see Addendum 1 for a complete list of our offices and services.

Advantages of Contracting with Midwest Litigation for Court Reporting Services

In addition to being a WBE certified business (See Attached Addendum 2) with its principal place of business right in the heart of downtown St. Louis, Midwest Litigation has the experience and customer service to provide the Planning and Zoning Commission and County Council with support at every step of the process. From knowing the right questions to ask when fielding the initial call for service through same-day or realtime delivery, no other local court reporting service has the ability to anticipate and respond to the needs of its clients like Midwest Litigation.

Midwest Litigation has eight conference rooms available on a complimentary basis for depositions and litigation services at its downtown headquarters. VIP21, our online repository for transcript and exhibit management as well as a calendar platform, is available 24/7. Video transcripts are digitized and synchronized so that they are always "trial ready" and easy to review. Our unique Legal Concierge Service saves our clients time and money by coordinating of travel, lodging, and other needs.



Fees for Court Reporting Services

The following fees are applicable to the items in the Request for Proposal and apply to both the Planning and Zoning Commission and County Council Hearings:

1. Appearance Fee – Transcript Ordered: \$40.00/hour
Appearance Fee – No Transcript Ordered: \$100.00/hour
2. There is no charge for disk/electronic media with Transcript Purchase
3. Fee for Original Paper Transcript And/Or Electronic Copy of Hearings:
3 business day delivery from order: \$7.50/page
2 business day delivery from order: \$8.50/page
1 business day delivery from order: \$9.50/page
Same business day delivery: \$10.50/page
4. Fee for Condensed Transcript: No Charge with Purchase of Transcript
5. Shipping or Delivery Fee: No Charge

In addition to court reporting for administrative or judicial hearings or trials, depositions, and meetings, Midwest Litigation offers tape transcription, videotaping, video-conferencing and comprehensive litigation services. Our unique Legal Concierge Service saves our clients time and money by taking care of travel, lodging and other coordination efforts. For fees for additional services, please see attached Addendum 3.

Verification of Certification/Taxes

Please see Addendum 4, an affidavit signed by COO Nancy Hopp, verifying that Taylor & Associates Reporting, Inc. does not own any real or personal property in Jefferson County and that all reporters who will be assigned to perform services for the Planning and Zoning Commission and County Council will be Missouri Certified Court Reporters.

Certificate of Insurance

Please see Addendum 5, a current and valid Certificate of Insurance showing the required insurance coverages. Jefferson County will be added as an additional insured if the contract is awarded to Taylor & Associates.

E-Verify Enrollment Verification

Please see Addendum 6, the signature page from the E-Verify Memorandum of Understanding (MOU) listing Taylor & Associates electronically signed by a Taylor representative, and the Department of Homeland Security.

Certified Court Reporters

Please see addendum 7 for a list of certified reporters anticipated to provide reporters under this proposal.

Addendum 1



LOCATIONS

ST. LOUIS, MO

711 N. 11th St.
Saint Louis, MO 63101
314-644-2191

KANSAS CITY, MO

1301 Oak St.
Kansas City, MO 64106
816-221-1160

CAPE GIRARDEAU, MO

3095 Lexington Ave., Suite 300
Cape Girardeau, MO 63701
573-200-7900

SPRINGFIELD, MO

2422 E. Madrid Ave.
Springfield, MO 65804
417-877-9700

COLUMBIA, MO

2511 Broadway Bluffs Dr., Suite 201
Columbia, MO 65201
573-449-0561

JEFFERSON CITY, MO

3432 W. Truman Blvd., Suite 207
Jefferson City, MO 65109
573-636-7551

ROLLA, MO

401 N. Rolla St., Suite 4
Rolla, MO 65402
573-636-7551

CHAMPAIGN, IL

301 N. Neil St.
Champaign, IL 61820
217-403-1010

SPRINGFIELD, IL

15 S. Old State Capitol Plaza
Springfield, IL 62701
217-522-2211

CHICAGO, IL

Midwest Trial Services
115 S. LaSalle St., Suite 2600
Chicago, IL 60603
312-648-6200

OVERLAND PARK, KS

7500 College Blvd., 5th Floor
Overland Park, KS 66210
816-221-1160

SERVICES

MIDWEST LITIGATION

Court Reporting
Video Conferencing
Video Depositions
Nationwide Scheduling
Conference Rooms
Online Repository
Interpreters
24/7 Emergency Service
Legal Concierge Service

AEQUITAS

Mediation
Arbitration
Early Neutral Evaluation
Special Master Proceedings

MIDWEST TRIAL

Trial Consulting
Electronic Trial Presentation
Courtroom Equipment Rental & Installation
Document Scanning & Case Management
Online Document Hosting
Video Digitizing & Synchronizing
Graphics
2D/3D Animation
Illustrations, Charts & Graphs
Foam Core Blow-ups

CONTACT

800.280.3376

www.midwestlitigation.com
scheduling@midwestlitigation.com

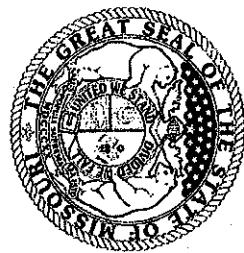
314.754.7900

www.aequitasadr.com
info@aequitasadr.com

800.280.3376

www.midwesttrial.com
trial@midwesttrial.com

Addendum 2



State of Missouri

Office of Administration

Office of Equal Opportunity

Doug Nelson
Commissioner of Administration

Celeste Metcalf
Director

This is to certify Taylor & Associates Reporting, Inc. dba Midwest Litigation Services qualifies as a Woman-Owned Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.

Celeste Metcalf
Director
Office of Equal Opportunity

Certification Number W00647 Date of Issue 7/28/2014 Date of Expiration 8/1/2017



Addendum 3 – Page 1 of 2

DEPOSITION SERVICES

Original Transcript	Copies

Price includes paper transcript

Regular <u>Deposition Testimony</u>	\$3.60	\$1.75
Expert <u>Deposition Testimony</u>	\$4.10	\$2.00

EXPEDITED DELIVERY – DEPOSITION TESTIMONY

Regular – 4 Days	\$5.10	\$2.00
Regular – 3 Days	\$5.60	\$2.05
Regular – 2 Days	\$6.10	\$2.15
Regular – Overnight	\$6.60	\$2.25
Regular – Same Day	\$7.10	\$2.35
Expert – 4 Days	\$5.60	\$2.25
Expert – 3 Days	\$6.10	\$2.30
Expert – 2 Days	\$6.60	\$2.40
Expert – Overnight	\$7.10	\$2.50
Expert – Same Day	\$7.60	\$2.60

Pricing covers St. Louis area and surrounding Illinois counties ~ Confidential ~ Nationwide coverage available.



Addendum 3 – Page 2 of 2

COURT REPORTING PREMIUM SERVICES

Appearances and Premium Services			
Appearance fee - Depositions	\$25/hr	eTranscript electronic file	No add'l charge
Depo not transcribed (2-hr min)	\$100/hr	Rough ASCII file	\$1.25/pg
Cancel upon arrival – reporter	\$100	Realtime connection – local	\$1.50/pg
Cancel upon arrival – video	\$150	Internet realtime text streaming	\$2.25/pg
Archive fee – 24/7 online access	\$7.50	Internet audio/video streaming	\$150/connection
Audiotape transcription	\$4.50/pg	Streaming technician services	\$75/hr
Video Services			
First hour recording	\$200/hr	Videoconferencing	
Additional hours	\$125/hr	Attend depositions remotely	
Media copy, per disk	\$50/hr	Available in all 11 offices	
Video transcript digitized	No add'l charge	Location scheduling worldwide	
Video transcript synced	No add'l charge	Audio conference bridging service	

Pricing covers St. Louis area and surrounding Illinois counties ~ Confidential ~ Nationwide coverage available. Call for pricing.



Addendum 4

711 N. 11th Street, St. Louis, Missouri 63101

NATIONWIDE SCHEDULING & OFFICES IN MISSOURI, ILLINOIS AND KANSAS

TEL: 314.644.2191 & 800.280.3376 & FAX: 314.644.1334
& scheduling@midwestlitigation.com

STATE OF MISSOURI)
)
)
CITY OF ST. LOUIS)

AFFIDAVIT

Comes now Nancy Hopp, Chief Operating Officer of Taylor & Associates Reporting, Inc. d/b/a Midwest Litigation Services, and being duly sworn upon her oath, does hereby state and affirm the following:

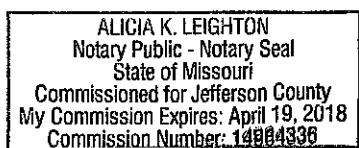
1. Taylor & Associates Reporting, Inc. does not own any real or personal property in Jefferson County.
2. Any and all Court Reporters assigned to perform court reporting services for Jefferson County Planning and Zoning Commission and Jefferson County, County Council will be Court Reporters Certified by the State of Missouri.

Further, Affiant sayeth not.

Nancy Hopp, Chief Operating Officer

Subscribed and sworn to before me on this 16th day of February in the City of St. Louis, State of Missouri.

(Seal)



Notary Public

Addendum 5



CERTIFICATE OF LIABILITY INSURANCE

TAXI-LAS-01 M3SPECIHALS

2013年卷五

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PEACOCK Kurat LLC Charles L. Crane Agency 400 Chesterfield Ctr. Ste 200 Chesterfield, MO 63017	CONTACT NAME: Karen Speckhals PHONE: (636) 537-5048 FAX: (636) 537-5009 EMAIL ADDRESS: kspeckhals@craneagency.com
	INSURANCE APPROVED COVERAGE: INSURER A: Hartford Casualty Insurance Co INSURER B: Artisan & Truckers Casualty Co INSURER C: Travelers Casualty & Surety of America INSURER D: INSURER E: INSURER F:

COVERAGE

CERTIFICATE NUMBER:

RENTAL NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE		INSURANCE FORM NUMBER	POLICY NUMBER	POLICY END DATE (MM/YY)	POLICY END DATE (MM/YY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		045BAL22957	10/23/2015	10/23/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO INVENTED PREMISES (Per occurrence) \$ 500,000 DED. EXP (Any one person) \$ 10,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROD \$ 2,000,000 OTHER \$
<input checked="" type="checkbox"/>	EXPL. \$500,000					
GENL. AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC			
OTHER:						
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO ALL OWNED AUTOS		02750360-0	10/23/2015	10/23/2016	BODILY INJURY (Per person) \$
<input type="checkbox"/>	Hired Autos	<input checked="" type="checkbox"/> SCHEDULED- AUTOS <input type="checkbox"/> UNINSURED <input type="checkbox"/> NON-CHAINED AUTOS				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
<input checked="" type="checkbox"/>	EXCESS LIABILITY	<input checked="" type="checkbox"/> OCCUR				\$
<input type="checkbox"/>	EXCESS NAME	<input type="checkbox"/> CLAIMS-MADE				
<input checked="" type="checkbox"/>	DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000					
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYER LIABILITY					
<input checked="" type="checkbox"/>	ANY PROPERTY OR PARTNER EXECUTIVE COPARTNERSHIP EXCLUDED (Excluding Auto) From, directly under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A	04WB/C210425	10/23/2015	10/23/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER- DAY E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - IS A EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	PROF. LIABILITY		10573321	01/17/2014	01/17/2016	LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORDING, ADDITIONAL RENTALS SCHEDULE, MAY BE ATTACHED IF MORE SPACE IS REQUIRED)
Coverage also applies to Additional Planned Insured: Midwest Litigation Services (Minneapolis) Inc Policy #045 BAL 222957

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Autocorrelation

W. E. B. DuBois

Addendum 6 – Page One



Company ID Number: 508068

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Taylor & Associates Reporting Inc.	
Carol DuBuque	
Name (Please Type or Print)	Title
Electronically Signed	02/21/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	02/21/2012
Signature	Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Taylor & Associates Reporting Inc.
Company Facility Address:	711 North 11th St.
	Saint Louis, MO 63101
Company Alternate Address:	
County or Parish:	SAINT LOUIS CITY
Employer Identification Number:	431699962

Addendum 6 – Page Two



Company ID Number: 508068

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Deborah C Weaver	Telephone Number: (314) 644-2191 ext. 108	E-mail Address: dweaver@midwestlitigation.com	Fax Number: (314) 802-0000
Name: Carol A DuBuque	Telephone Number: (314) 644-2191 ext. 110	E-mail Address: cdubuque@midwestlitigation.com	Fax Number: (314) 802-0000

Addendum 7

Reporter
Amanda Farrar
Amy Victoria
Angie Happe
Angie Kelly
Anjuli (Juli) Farha
Ashley Huelsmann
Beth Zink
Bill DeVries
Bobbi Hamlin
Brenda Osborn
Catherine Turner
DeAnne Renken
Denise Ballard
Eileen Bell
Jeanne Pedrotty
Jill Crowder
JoAnn Dickson
Joanna Charlton
Julie Whiting
Kathy Brunsmann
Kerri Smith
Kim Ganz
Linda Madel
Matt Behlmann
Pam Needham
Pam Williams
Rebecca Brewer
Renee Wolf
Sally Rudolf
Sarah Elvington
Sheryl Pautler
Stephanie Darr
Sue Benoist
Susan Fiala
Susannah Massie
Suzie Zes
Tammie Heet
Tara Schwake
Tina Stumpf
Valerie Lehr



**MIDWEST
LITIGATION
SERVICES**

COURT REPORTING
& VIDEO



**MIDWEST
TRIAL
SERVICES**

Contact Information

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nhopp@midwestlitigation.com

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mtoth@midwestlitigation.com

GENE MILLER | Video Supervisor

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gmiller@midwestlitigation.com

JERRY ROBERTSON | Production Supervisor

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jrobertson@midwestlitigation.com

Midwest Litigation Services | Midwest Trial Services

Headquarters: 711 N. 11TH St. | St. Louis, MO 63101 | Phone 800.280.3376 | Fax 800.315.4319
midwestlitigation.com | midwesttrial.com

COOPERATIVE BID FORM

Bid Name: Transcription Reporting Services Z016

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ _____

BY: Nancy Hopp Nancy Hopp

TITLE: Chief Operating Officer

COMPANY: Taylor & Associates Reporting, Inc

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (314) 644-2191 E-mail n.hopp@midwestlitigation.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**