

REQUEST FOR PROPOSALS FOR CERTIFIED COURT REPORTERS

The Atlantic City Municipal Utilities Authority (ACMUA) solicits statements of qualification for a non-exclusive agreement for court reporter services. The Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law.

Responses must be received in the Office of the Executive Director, 401 N. Virginia Avenue, Atlantic City, New Jersey 08404, no later than 11:00 A.M. May 9, 2023. All responses shall be opened and announced publicly, immediately thereafter by the Authority Clerk. Responses will be reviewed by the governing body and all appointments will be announced at a public meeting. Unless otherwise noted, appointments shall be effective through for one year from the date of appointment.

SCOPE OF WORK

1. CERTIFIED COURT REPORTERS

- 1.1. The contractor shall provide certified court reporters (CCRs) for the Authority on an as needed basis. The contractor is prohibited from providing noncertified court reporters. All CCR's in New Jersey shall be certified by the Authority Board of Court Reporting, Division of Consumer Affairs, New Jersey Office of the Attorney General. This is a bi-annual certification given by the Authority. The contractor will be required to provide proof of certification.
- 1.2. Under no circumstances will monitored audio recording be substituted for CCR's. Monitored audio recording shall not be covered under this contract.
- 1.3. The contractor will ensure that the CCR's report promptly to all hearing locations.
- 1.4. The contractor shall supply all equipment and supplies as required.
- 1.5. The contractor shall submit a transcript that meets all the requirements of the New Jersey Authority Board of Court Reporting transcript format for judicial proceedings.
- 1.6. The contractor shall submit the transcript in electronic form (by email) and 1 hard copy by mail.
- 1.7. The Authority shall have the right to make and dispense an unlimited number of copies of the transcript

2. **LATE APPEARANCE** - If a CCR is between 5 minutes and 60 minutes late, the appearance fee shall be reduced by 50%. In the event that a scheduled CCR does not appear within one (1) hour of the appointed time, the appearance fee will not be charged by the contractor.

3. APPEARANCE FEES

- 3.1. The appearance fee shall be a flat rate.
- 3.2. The appearance fee shall include all costs for transcript delivery.
- 3.3. Appearance fees shall not include travel time or breaks (including meal

breaks).

3.4. Half (1/2) Day Appearance Fee

3.4.1. The half day appearance fee shall apply to hearings conducted during the Authority's normal business hours (9:00 AM to 5:00 PM) and of four (4) hours or less duration.

It shall be noted that the half-day appearance rate cannot be higher in price than the full day rate. Quotes offering a higher half-day rate will be rejected.

3.4.2. **Full Day Appearance Fee** The full day appearance fee shall apply to hearings during normal business hours (9:00 AM to 5:00 PM) for no less than four (4) hours and up to eight (8) hours duration. The fee for night hearings shall apply only to hearings that begin after 5:00 PM.

4. TRANSCRIPTS

4.1. The Authority shall be responsible for monitoring all aspects of the contract as it relates to pricing and billing for transcripts.

4.2. Pricing for the original full size transcript will include the cost of two (2) copies to be provided to the Authority. One copy must be in the standard format and one copy in Min-U-Script format (or comparable compressed format). No separate billing will be allowed or accepted for the required copy.

4.3. Pricing shall also include the submission of one electronic copy.

5. TRANSCRIPT DELIVERY

5.1. Emailed to Board Secretary

5.1.1. The transcription shall be completed within seven (7) business days from the date of service unless otherwise specified by the Authority.

5.1.2. Corrected copies of transcripts must be returned within two (2) business days of notification to the contractor by the Authority.

5.1.3. Expedited transcripts must be returned within three (3) days of notification to the contractor by the Authority.

5.1.4. If the delivery time requirement is not made (exceptions can be considered depending on unusual circumstances), the fee shall be reduced by fifty (50%) percent for the transcript or corresponding appearance fee.

6. FAILURE TO FURNISH TRANSCRIPT

6.1. If a contractor is unable to furnish a transcript of any proceeding attended by a CCR, they shall promptly notify the Authority. In such circumstances, no payment will be made for the transcript or corresponding appearance fee. Inability to supply a transcript will be considered a breach of contract and grounds to terminate the contract.

7. POOR QUALITY TRANSCRIPT

7.1. The Authority will return transcripts of unacceptable quality to the contractors for correction. Contractors have two (2) business days to make the necessary corrections on normal delivery transcripts.

7.2. Unacceptable quality shall include but is not limited to inaccurate transcription

- of testimony, incorrect transcriptions, omission of testimony, and any transcripts that do not meet the requirements as listed in Sections 3.9 and 3.10.
- 7.3. If the requested delivery time requirement is not made, no payment will be made by the Authority for the transcript or corresponding appearance fee.

8. TRANSCRIPT SPECIFICATION

- 8.1. The contractor's CCR shall take dictation, minutes and testimony, etc. as required and submit a transcript which shall meet the following requirements:
- 8.2. The type size shall not be larger than pica ten (10) characters per inch.
- 8.3. All transcripts shall be double spaced.
- 8.4. There shall be no less than twenty-five (25) lines of text on a standard 8.5" x 11" paper.
- 8.5. Question and Answer shall be on the same line.
- 8.6. The left margin shall not exceed one (1) inch.
- 8.7. The right margin shall not exceed one-half (1/2) inch.
- 8.8. Answers are to be identified by an "A" located two (2) spaces from the lined left margin; followed by a seven (7) space tab to the body of answer.
- 8.9. Questions are to be identified by a "Q" located seven (7) spaces from the left margin; followed by a seven (7) space tab to the body of question.
- 8.10. Colloquy shall be fourteen (14) spaces from the left margin; two (2) spaces after the colon. If colloquy carries to the next line, seven (7) spaces from the left margin.
- 8.11. All unnecessary indentations and blank spaces are to be avoided; there shall be no quadruple spaces.
- 8.12. Every transcript, both full size and compressed format, must contain an index showing names of witnesses, the nature of testimony (direct, redirect, cross, re-cross) and page numbers. The index sheet must also indicate description of exhibits within and marked in evidence for identification. A separate index must be included with the transcript defining words/terms used within the transcript.
- 8.13. All transcripts shall be one hundred percent (100%) accurate.
- 8.14. In the event of a continued hearing comprised of several sessions over a period of time, the Authority reserves the right to withhold payment for the transcript of the final hearing until corrected transcripts for all the sessions of the hearing are received. The Authority reserves the right to take up to six (6) months, from date of receipt to review transcripts for accuracy and completeness. In the event of errors, subsequent payments may be withheld until the transcript is accepted by the Authority.

9. SUBMISSION OF INVOICES

- 9.1. Appearance Fees and Transcript Fees
- 9.2. Contractors shall submit an invoice to the Authority for all fee in accordance with this contract. All bills for appearance of a CCR shall include the following information:
- 9.2.1. Date of Service

9.2.2. The Exact Hours of Appearance, e.g. 9:00 AM to 3:14 PM

9.2.3. Location

9.2.4. Name of Certified Court Reporter

9.2.5. Transcript Order and Date Delivered (if ordered)

9.2.6. Appearance Fee for Services

9.2.7. Date Court Reporter Was Certified and Certificate Number

9.3. The Authority reserves the right to modify/delete disputed charges from invoices submitted and pay the undisputed charges within a sixty (60) day period. Disputed charges will be re-submitted to the contractor after conflicts are resolved.

9.4. Any incomplete or incorrect invoice returned to the contractor must be resubmitted referencing the previously submitted invoice. Name of Proceedings

10. **SECURITY CLEARANCE**

As a condition of performing work at any Authority facility all personnel entering the Authority's facilities shall fully comply with all Authority security procedures which include providing the Authority with a copy of their driver's license (the Authority will make the copy), a copy of the registration for any vehicle parked on Authority property and wearing an Authority issued ID badge in a prominently displayed location.

11. **SECURITY AND CONFIDENTIALITY OF TRANSCRIPTS**

11.1. The CCR must protect the integrity, confidentiality and authenticity of all documents. The contractor shall incur liability for consequences arising from any act or omission detrimental to the Authority. The contractor shall also incur liability for consequences arising from any act of breach of confidentiality.

11.2. The contractor shall provide encryption services, if required, when transmitting transcripts electronically to the Authority.

11.3. All CCR's computers shall be password protected.

12. **OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon 30 days notice by the Authority. Should the contractor anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the quote. Otherwise, the language in the first paragraph of this section prevails. If the contractor identifies such intellectual property ("Background IP") in its quote, then the Background IP owned by the contractor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the contractor. Upon contract award, the contractor or contractor shall grant the Authority a non-exclusive, perpetual royalty

free license to use any of the contractor/contractor's Background IP delivered to the Authority for the purposes contemplated by the Contract.

13. **DATA CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the Authority to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the Authority Attorney General for possible criminal prosecution.

14. **NEWS RELEASES**

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

15. **ADVERTISING**

The contractor shall not use the Authority's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

16. **LICENSES AND PERMITS**

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the Authority Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the contractor in its quote.

17. **LATE DELIVERY**

The contractor must immediately advise the Authority of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Board Secretary at the address below:

sjohnson@acmua.org

18. **INSURANCE CERTIFICATES:**

18.1. The contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority as an Additional Insured.

18.2. Workers Compensation and Employer's Liability Insurance: This insurance shall be maintained in force during the life of this contract by the contractor covering all employees engaged in the performance of this contract in accordance with the applicable statute of the workers compensation law of the state of New Jersey.

18.2.1. Minimum Employer's Liability \$2,000,000 per accident

18.2.2. Employer's Liability Insurance Part 2 of the policy applies to work under this contract. The limits of liability under Part 2 are:

18.2.2.1. Bodily injury by accident \$2,000,000 each accident

18.2.2.2. Bodily injury by disease \$2,000,000 policy limit

18.2.2.3. Bodily injury by disease \$2,000,000 each employee

QUOTATION

IN-PERSON APPEARANCE FEE:

1/2 Day Fee (as defined in section 3.3.1) 1 appearance at \$_____

Full Day Fee (as defined in section 3.3.2) 1 appearance at \$_____

APPEARANCE FEE VIA VIDEO CONFERENCE:

1/2 Day Fee (as defined in section 3.3.1) 1 appearance at \$_____

Full Day Fee (as defined in section 3.3.2) 1 appearance at \$_____

TRANSCRIPT FEE:

As defined in sections 4 and 8 per page \$_____

REGULAR DELIVERY (seven (7) business days) \$_____
(emailed)

EXPEDITED DELIVERY (within three (3) days) \$_____
(emailed)

Certification of Quotation

I have read and understand all sections of this solicitation. The prices stated shall be held firm for 30 days.

OWNER

DATE

Print name