

STATE OF NORTH CAROLINA

Department of Insurance

Invitation for Bid #: 12-001248

Court Reporting and Transcription Services

Date of Issue: September 16, 2024

Bid Opening Date: September 27, 2024

At 2:00 PM ET

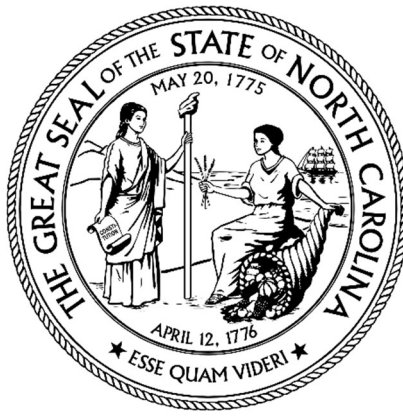
Direct all inquiries concerning this IFB to:

Crystal Berry

Assistant Purchasing Officer

Email: Crystal.Berry@ncdoi.gov

Phone: 919-807-6039



STATE OF NORTH CAROLINA

Invitation for Bid

12-001248

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA Department of Insurance	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details: Crystal Berry, Assistant Purchasing Officer	Invitation for Bid #: 12-001248
	Bids will be publicly opened: September 27, 2024 at 2:00 PM ET
	Microsoft Teams Need help? Join the meeting now Meeting ID: 258 588 070 300 Passcode: jTvnM6
	Dial in by phone +1 984-204-1487,,368087151# United States, Raleigh Find a local number Phone conference ID: 368 087 151# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 119 023 342 5 More info
Using Division: Executive Management	Commodity No. and Description: 821116 Non technical writing
Requisition No.: TBD	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

Bid Number: 12-001248

Vendor: _____

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of the NC Department of Insurance)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to establish and Agency Contract to provide The North Carolina Department of Insurance (DOI) with professional court reporting and transcription services of administrative hearings, rate hearings, depositions and other civil litigation depositions services for the State of North Carolina. DOI conducts administrative hearings and rate hearings. Using the responses from this IFB, the DOI plans to identify one or more qualified vendors to provide court reporting and transcription services to DOI when the need arises. This IFB is for the period of October 1, 2024 to September 30, 2027. By placing one or more qualified vendors on contract to provide professional court reporting and transcription services, the NCDOI will have a list of available vendors who may be used for court reporting and transcription projects as the need arises, and NCDOI will be better prepared to meet its court reporting and transcription needs in a prompt, accurate and professional manner.

Individual work assignments contemplated by this IFB will vary in terms of project definition and resources required and include work conducted on very short notice with tight time constraints. Accordingly, selected vendors must have at their disposal significant resources, human and otherwise, in order to successfully participate in assignments contemplated by this IFB. DOI reserves the exclusive right to select the particular vendor to be used on individual assignments and reserves the right to approve or disapprove of assigned staff for all work performed.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on October 1, 2024.

The Vendor shall begin work under the Contract within *five (5)* business days of the Effective Date.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	Monday, September 16, 2024
Submit Written Questions	Vendor	Friday, September 20, 2024
Provide Response to Questions	State	Wednesday, September 25, 2024
Submit Bids	Vendor	Friday, September 27, 2024
Contract Award	State	Tuesday, October 1, 2024

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 12-001248 – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or

unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor's Response, which shall include all required attachments as well as the contact information requested in Section 6.1 – Contract Manager and Customer Service.

- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single vendor the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor should complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, NC Contract Number, Order Date, Buyer’s Order Number, Description and Price.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

There are two (2) categories of court reporting and transcription services.

- **Category #1** consists of court reporting and transcription services that arise from DOI administrative hearings and depositions excluding insurance rate hearings and depositions. It also includes court reporting and transcription services for depositions arising from DOI administrative proceedings and other civil litigation.
- **Category #2** consists of court reporting and transcription services of administrative hearings involving insurance rate matters and related depositions.

Vendor must be able to accomplish and provide all required duties and expectations as explained in the Scope of Work for both categories 1 and 2.

Category #1: The DOI is responsible for conducting administrative hearings on a wide variety of matters. These hearings, which occur in Raleigh, North Carolina, include insurance company licensure and disciplinary hearings, agent licensure and disciplinary hearings, bail bondsmen licensure and disciplinary hearings, appeals from the decisions of the NC Life and Health Insurance Guaranty Association, and other matters. (Category #1 excludes insurance rate hearings and depositions in rate hearings.) Category #1 hearings are typically recorded by DOI staff using digital recording equipment. Occasionally, court reporters are required to attend the hearing and provide full court reporting services at the hearing. When a party requests judicial review of a final decision from these hearings, DOI must provide a certified transcript of the proceedings as a part of the record on appeal to Superior Court.

Also, included in Category #1 are court reporting and transcription services for any depositions which are noticed by DOI in administrative or civil cases, and which occur in Raleigh, North Carolina. Full court reporting services will be required at the deposition.

Scope of Work for Category #1: The following is a list of the requirements that DOI anticipates the vendor to possess for Category #1 work:

- a) Vendor must have a proven record of dependability, timely, professional and accurate service, and provide accurate, clear and legible transcriptions.
- b) Vendor must maintain and guarantee the strict confidentiality of all information related to the hearings, transcripts and exhibits.
- c) Vendor will be responsible for assuring that the original of any completed transcript is provided to DOI within five (5) business days of completion or within the indicated timeframe specified by the hearing officer.
- d) All court reporters shall have appropriate certification and be authorized and approved to prepare transcripts of proceedings in the courts of all counties of the state of North Carolina.
- e) Vendor will be responsible for directly billing the responsible parties for costs associated with the hearing and transcripts (both the original and copies). The vendor shall provide each party with a price list of all services including the varying charges for expediting transcripts. The price list must be provided prior to the commencement of the hearing and shall reflect the same price rates as the applicable bid prices.
- f) All requests for court reporting services will be made through and by DOI.
- g) Vendor will utilize only those individuals who are under the direct supervision of the company.
- h) Vendor must have sufficient depth of staff to be able to provide professional court reports and all necessary equipment. Reporters must be available for hearings lasting longer than anticipated. Reporters must also be able to respond to emergencies due to illnesses or personal emergencies.

- i) The vendor shall immediately notify DOI when any unforeseen problem that arises which may prevent a court reporter from providing services for an assigned hearing.
- j) Vendor shall be required to confirm by telephone the attendance and the name of the court reporter to DOI on the last day prior to the hearing day.
- k) The assigned court reporter(s) will provide assistance as directed by the presiding hearing officer.
- l) The required turnaround period for completed transcripts ordered on or before the last day of the hearing will be ten (10) working days from the last day of the hearing. The turnaround period for transcript orders placed after the final day of the hearing will be fifteen (15) working days from the date of the order. Completed transcripts must include both electronic and hard copies plus condensed versions and word index.
- m) The court reporters available for NCDOT projects must have been engaged in court reporting services, which may include civil or criminal depositions, courtroom work, or administrative proceedings, for the last five (5) years.
- n) Vendor must have all necessary equipment to transcribe, and playback proceedings recorded on either CD or in a digital format and must be able to make appropriate transcripts using the recordings of the proceedings.
- o) All transcripts must satisfy the requirements of the North Carolina Rules of Civil Procedure, Chapter 150B of the North Carolina General Statutes and other applicable laws, regulations, and administrative code. Completed transcripts must include both electronic and hard copies plus condensed versions and a word index.

Category #2: The DOI is also responsible for conducting insurance rate hearings with the North Carolina Rate Bureau ("Bureau") before the Commissioner of Insurance. These hearings are highly technical and involve testimony from actuarial and economic experts requiring the court reporter to learn technical terms quickly and accurately. The hearings may span several weeks to conclusion, with actual hearing time scheduled in time blocks during those weeks. Hearing times vary each day, but may run into the evening hours, a great degree of scheduling flexibility is required. Completed transcripts must be available by the morning of the following day and must include both electronic and hard copies with condensed versions and word index, plus, CD of recorded hearing. Judicial review of a final decision from these hearings is highly likely. A certified transcript of the proceedings will be a part of the record on appeal to the appellate courts.

Also, included in **Category #2** are court reporting and transcription services for any depositions which are noticed by DOI or the Bureau and which occur in Raleigh, North Carolina and for any required hearing conferences conducted by the Commissioner pursuant to their statutory duties.

Scope of Work for Category #2: The following is a list of the requirements that the Department anticipates the vendor to possess for Category #2 work:

- a) Vendor must have a proven record of dependability, timely, professional, and accurate service, and provide accurate, clear, and legible transcriptions.
- b) Vendor must maintain and guarantee the strict confidentiality of all information related to the hearings, transcripts, and exhibits.
- c) Rate hearings may span several weeks. The schedule for the rate hearings may change on a daily basis and, therefore, the vendor must allow for flexible scheduling of hearing days and must utilize court reporters who are available to stay late into the evenings.
- d) Vendor will be responsible for assuring that the original of any completed transcript is provided to DOI by the morning of the following day (next-day turnaround) or within the indicated timeframe specified by the hearing officer.
- e) All court reporters be certified/licensed by the State in which they normally provide transcription services.
- f) All court reporters assigned to transcribe rate hearing matters must be able to provide on-the-spot read-back capabilities. Reliance on tape recording equipment is not sufficient for these hearings.
- g) Vendor will be responsible for directly billing the responsible parties for costs associated with the hearing and transcripts (both the original and copies). The vendor shall provide each party with a price list of all services including the varying charges for expediting transcripts. The price list must be provided prior to the commencement of the hearing and shall reflect the same price rates as the applicable bid prices.
- h) All requests for court reporting services will be made through and by DOI.

- i) Vendor will utilize only those individuals who are under the direct supervision of the company.
- j) Vendor must have sufficient depth of staff to be able to provide professional court reports and all necessary equipment. Reporters must be available for hearings lasting longer than anticipated. Reporters must also be able to respond to emergencies due to illnesses or personal emergencies.
- k) The vendor shall immediately notify DOI when any unforeseen problem arises which may prevent a court reporter from providing services for an assigned hearing.
- l) Vendor shall be required to confirm by telephone the attendance and the name of the court reporter(s) to DOI on the last day prior to the hearing day.
- m) The assigned court reporter(s) will provide other such assistance as directed by the presiding hearing officer.
- n) The required turnaround period for completed transcripts ordered on or before the last day of the hearing will be the morning of the following day. Vendor must provide both electronic Adobe PDF format and hard copies of the prior day's transcripts plus a condensed version of the transcript and a word index.
- o) Court reporters available for DOI projects must have been engaged in court reporting services, which may include civil or criminal depositions, courtroom work, or administrative proceedings, for the last five (5) years.

All transcripts will be made using the recordings of the proceedings and must satisfy the requirements of the North Carolina Rules of Civil Procedure, Chapter 150B of the North Carolina General Statutes.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS ATTACHMENTS B-H

ATTACHMENT A. PRICING FORM

FURNISH AND DELIVER:

The Vendor shall submit a proposal as per **Section 5.0, SPECIFICATIONS AND SCOPE OF WORK.**

CATEGORY # 1

Cost not to exceed \$_____ per page for hard copy transcripts including condensed versions and a word index.

\$_____ per page for transcript in electronic format or a flat fee of \$_____ for the transcript in electronic format.

\$_____ in appearance fees per day when applicable, and a flat fee of \$_____ for an audio CD of the taped hearing.

CATEGORY # 2

Cost not to exceed \$_____ per page for next day turnaround hard copy transcripts including condensed versions and a word index.

\$_____ per page for next day turnaround transcript in electronic format or a flat fee of \$_____.

\$_____ for next day turnaround transcript in electronic format, 15-day turnaround hard copy transcripts including condensed versions and a word index.

\$_____ per page for 15-day turnaround transcript in electronic format or a flat fee of \$_____.

\$_____ for 15-day turnaround transcript in electronic format.

\$_____ in appearance fees per day, and a flat rate of \$_____ for an audio CD of the taped hearing.

ATTACHMENT B. INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C. NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D. HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E. CUSTOMER REFERENCE FORM

Complete and return the Location of Workers Utilized by Vendor Form, which can be found at the following link:

<https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open>

ATTACHMENT F. LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Customer Reference Form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT G. CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****