

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
CRON & ASSOCIATES TRANSCRIPTION, INC.**

THIS AGREEMENT is made and entered into this 1st day of May, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CRON & ASSOCIATES TRANSCRIPTION, INC., a California corporation (C2229306) ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide transcribing and translating services for the Police Department; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (Request for Quotation) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Quotation ("RFQ"), attached hereto as Exhibit A, and Consultant's Response to City's RFQ ("Consultant's Response"), attached hereto as Exhibit "B", both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the pricing sheet set forth in Exhibit B. Consultant's total annual compensation shall not exceed Seven Thousand Dollars and Zero Cents (\$7,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Response unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date until three years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on April 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed for four (4) additional one (1) year periods upon mutual written agreement of both parties. The City is not obligated to give a reason or notice if it elects not to renew.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the

work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery and b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Cron & Associates Transcription, Inc.
10352 Miralago Place
Santa Ana, CA 92705
Tel: (714) 573-7172
Attn: Christine M. Cron

IF TO CITY:

City of Costa Mesa
99 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5286
Attn: Police Department

Courtesy Copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Reponse, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA
A municipal corporation

Acting [Redacted] Date: 5/25/16
Chief Executive Officer

CONSULTANT
[Redacted] Date: 5-15-16

Signature
[Redacted]
Name and Title
[Redacted]
Taxpayer ID Number

ATTEST:
[Redacted] Date: 5/26/16
City Clerk

APPROVED AS TO FORM:
[Redacted] Date: 5/29/16
City Attorney

APPROVED AS TO INSURANCE:
[Redacted] Date: 5/24/16
Risk Management

DEPARTMENT APPROVAL
[Redacted] Date: 5/23/16
Police Lieutenant

APPROVED AS TO PURCHASING
[Redacted] Date: 5.23.16
Interim Finance Director

EXHIBIT A
REQUEST FOR QUOTATION



**CITY OF COSTA MESA
CALIFORNIA
REQUEST FOR QUOTATION**

**This is not an order
QUOTE NUMBER**

C00382-01

INSTRUCTIONS:

1. Read terms and conditions on reverse side.
2. Quotation must be on this form.
3. Complete and sign all pages of the quotation.
4. Return this form plus all Attachments.
5. Quote on each item separately; all or none bids may not be accepted unless otherwise specified.
6. Price alone may not be the final determining factor.
7. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
8. Out of state vendors must include California sales tax permit number.

Date: March 10, 2016

TO _____
Interested Bidder

BIDS WILL BE RECEIVED UNTIL
10:00 A.M. March 24, 2016
AT THE PURCHASING DIVISION
77 FAIR DRIVE
P.O. BOX 1200
COSTA MESA, CA 92628-1200
(714) 754-5310
VENDOR MAY FAX BID TO (714) 754-5040
VENDOR MAY EMAIL BID TO
jennifer.mccoy@costamesaca.gov

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW. BID PRICES ARE TO INCLUDE ANYFREIGHT AND DELIVERY CHARGES.

QUOTE YOUR MOST COMPETITIVE PRICES

FOR: Transcribing & Translating Services of Dictated and Recorded Audio

CONTACT PERSON: Jennifer McCoy (714) 754-5310

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

**THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS.**

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a price agreement with the city of Costa Mesa.

TERMS _____% _____ DAYS

Company name as it appears on your invoices

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: _____

Address Telephone

City State Zip

Authorized Signature Title

Federal ID Number Date

RETAIN ONE COPY FOR YOUR FILES

ALL QUOTATIONS MUST BE SIGNED

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insured's: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured's with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(6146-22)

City of Costa Mesa Insurance Requirements

If a vendor will be performing work on city premises, the vendor will need to furnish insurance certificates to the City prior to beginning work. The insurance that is required is the general liability with a separate endorsement page (detailed description below), automobile insurance and workers compensation.

A purchase order will not be issued until, insurance certificates are provided and the insurance is approved by Risk Management. It will be the responsibility of the department requesting the work to obtain the insurance certificates prior to submitting the purchase requisition to the Finance Department. Any questions about insurance dollar limits for select projects are to be directed to Risk Management prior to the bid process.

The following language is added to bids, price agreement/ contracts and purchase orders for technical and mechanical services:

Insurance

Contractor shall not commence work under this price agreement until he has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all required insurance has been similarly obtained by the subcontractor and approved by City.

Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this price agreement.

Contractor shall obtain and maintain during the life of this contract the following insurance coverage:

General Liability Insurance Coverage

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, independent contractors, and personal injury.

The above insurance coverage shall have limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence and aggregate.

General Liability Endorsement Page (* A separate policy endorsement must be provided)

Endorsements to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:

a) Additional insureds:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.

b) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City.

c) Other Insurance:

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the contractor or any subcontractor under this agreement shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this agreement may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

Workers' Compensation Insurance

Contractor shall obtain and maintain during the life of this contract workers' compensation insurance in statutory amount and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance in statutory amount.

Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.

Contractor is aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

Automobile Insurance

Automobile insurance including owned, hired, and non-owned vehicles.

The above insurance coverage shall have limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence and aggregate.

Proof of Insurance

Prior to award of the price agreement/contract, contractor shall furnish the department requesting the service proof of compliance with the above insurance requirements.

The insurance certificates must be approved by the Risk Management Division and a copy needs to be sent to the Finance Department with the purchase requisition. It is ultimately the responsibility of the department requesting the service, to obtain the required insurance.

If purchase requisition is received without appropriate insurance certificates, Purchasing may return the requisition to the department or contact the contractor and request the appropriate insurance certificates.

SCOPE OF WORK

1. INTRODUCTION

The Police Department is seeking a contractor to provide transcribing and translating services for recordings of criminal investigation, police reports, etc. The contractor must be able to provide professional and quality 24/7 transcription service while maintaining confidentiality and have a system that is able to transmit data securely. A local provider is preferred as there will be added flexibility with the availability of a local point of contact, technical failures can be overcome faster, access for rush or sensitive orders will be easier. The contract will be for a term of one (1) year with four (4) one (1) year renewals after expiration.

2. CONTRACTOR RESPONSIBILITIES

- Obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law and comply with all laws, ordinances, rules and regulations to work and to the preservation of the public health and safety.
- Without prior written consent of the City of Costa Mesa, the Contractor shall not directly or indirectly disclose, proliferate, transfer, provide, or otherwise make available or permit disclosure, proliferation, transference, provision of or making available of the tapes, documents, or any other information contained within such tapes or documents in any form, in whole or in part, to any other entity.
- All original and copies of documents shall be turned over to and become the property of the City of Costa Mesa upon completion of the service.
- The contractor shall maintain exclusive control and oversight of the electronic data submitted.
- The contractor shall also provide a secure server with password and encryption protections.
- Transcripts shall be produced in current state of the art software, with latest virus control software.
- Transcribers will have been polygraphed, live scanned and background checked prior to working on work submitted by the City of Costa Mesa.
- Contractor must be able to provide references from other law enforcement agencies.

3. SERVICE REQUIREMENTS

- The Contractor must provide flexible options to transfer or deliver files.
- The contractor should be capable of providing next day turn-around time and two to three-day turn around upon request, with routine turn-around time being not more than 5 working days.
- The Contractor must have at least five (5) years of experience in transcribing and translating services for law enforcement.
- The Contractor is required to have the ability to pick up and deliver documents to the City of Costa Mesa Police Department.
- The Contractor must be able to provide English and Spanish Translation Services.

4. MAINTENANCE AND SUPPORT

- The Contractor will provide service for a three (3) year term and perform on an “as needed” basis.

RFQ C00382-01 PRICING SHEET

Description	Rate
Dictated Reports – Standard Turnaround	\$
Dictated Reports – Expedited	\$
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Standard Turnaround	\$
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Expedited	\$
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Next Day Turnaround	\$
Interviews (Suspect, Witness, Victim, Other) Foreign Language (Deposition Format) – Standard Turnaround	\$
Interviews (Suspect, Witness, Victim, Other) Foreign Language (Deposition Format) – Expedited	\$
Interviews (Suspect, Witness, Victim, Other) Foreign Language (Deposition Format) – Next Day Turnaround	\$
Standard Video	\$
Standard Video Expedited	\$
Standard Video Next Day Turnaround	\$
Foreign Language Video	\$
Foreign Language Video Expedited	\$
Foreign Language Video Next Day Turnaround	\$
Additional Fees	\$

*Additional proposal or pricing sheet is authorized but not required.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

Company Name

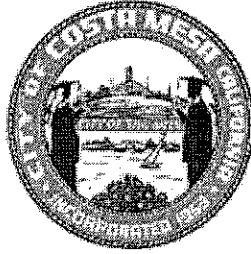
Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title



REQUEST FOR QUOTE

FOR

**TRANSCRIBING & TRANSLATING SERVICES OF DICTATED & RECORDED
AUDIO**

C00382-01



POLICE DEPARTMENT

CITY OF COSTA MESA

Released on March 10, 2016

The referenced document has been modified as per the attached Amendment No. 1

Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced request for quote as through fully set forth therein. Any questions regarding this amendment should be addressed to Jennifer McCoy, email

jennifer.mccoy@costamesaca.gov

C00382-01 Amendment No. 1

Revisions to RFQ # C00382-01 are marked in red.

RFQ C00382-01 PRICING SHEET

Description	Rate
Dictated Reports – Standard Turnaround	\$
Dictated Reports – Expedited	\$
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Standard Turnaround	\$
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Expedited	\$
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Next Day Turnaround	\$
Interviews (Suspect, Witness, Victim, Other) Spanish (Deposition Format) – Standard Turnaround	\$
Interviews (Suspect, Witness, Victim, Other) Spanish (Deposition Format) – Expedited	\$
Interviews (Suspect, Witness, Victim, Other) Spanish (Deposition Format) – Next Day Turnaround	\$
Standard Video	\$
Standard Video Expedited	\$
Standard Video Next Day Turnaround	\$
Spanish Video	\$
Spanish Video Expedited	\$
Spanish Video Next Day Turnaround	\$
Additional Fees	\$

All other provisions of the invitation of this proposal shall remain in their entirety.

*Vendors hereby acknowledge receipt and understanding of the above Amendment.
Complete and submit this Amendment with your proposal.*

Signature

Date

Company Name

Typed Name and Title

Address

EXHIBIT B
CONSULTANT'S RESPONSE



**City of Costa Mesa
California**

Response to:

Request for Quotation

Transcribing & Translating Services of Dictated and Recorded Audio

QUOTE NUMBER C00382-01

Submitted by: Cron & Associates Transcription, Inc.

**Submitted to: City of Costa Mesa
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200
C/O Jennifer McCoy
714 754-5310**

March 23, 2016

SECTION

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CONT. COMPANY PROFILE -TECHNICAL INFORMATION
RESPONSE TO RFQ
CONT. RESPONSE TO RFQ
REFERENCES
RFQ C00382-01 PRICING SHET**



CITY OF COSTA MESA
CALIFORNIA
REQUEST FOR QUOTATION
This is not an order
QUOTE NUMBER

C00382-01

- INSTRUCTIONS:
1. Read terms and conditions on reverse side.
 2. Quotation must be on this form.
 3. Complete and sign all pages of the quotation.
 4. Return this form plus all Attachments.
 5. Quote on each item separately; all or none bids may not be accepted unless otherwise specified.
 6. Price alone may not be the final determining factor.
 7. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
 8. Out of state vendors must include California sales tax permit number.

Date: March 10, 2016

TO
CRON & ASSOCIATES TRANSCRIPTION, INC
10352 MIRALAGO PLACE
SANTA ANA, CA 92705

ATTN: CRIS CRON

BIDS WILL BE RECEIVED UNTIL
10:00 A.M. March 24, 2016
AT THE PURCHASING DIVISION
77 FAIR DRIVE
P.O. BOX 1200
COSTA MESA, CA 92628-1200
(714) 754-5310
VENDOR MAY FAX BID TO (714) 754-6040
VENDOR MAY EMAIL BID TO
jennifer.mccoy@costamesaca.gov

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW. BID PRICES ARE TO INCLUDE ANY FREIGHT AND DELIVERY CHARGES.

QUOTE YOUR MOST COMPETITIVE PRICES

FOR: Transcribing & Translating Services of Dictated and Recorded Audio

CONTACT PERSON: Jennifer McCoy (714) 754-5310

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS.

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a price agreement with the city of Costa Mesa.
Cron & Associates Transcription, Inc.

TERMS _____ % _____ DAYS

Company name as it appears on your invoices

10352 Miralago Place 714 573-7172

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: _____

Address		Telephone	
Santa Ana, CA 92705			
State		Zip	
President			
Authorized Signature		Title	
[Redacted Signature]		03-23-16	
Federal ID Number		Date	



The Leader In Transcription Services Since 1995



Cron & Associates Transcription Services owns a state-of-the-art digital dictation/transcription database server, allowing our clients to dictate from any phone at any time. Our highly trained and screened transcription team performs all transcription from our server. Our dictation server and transcribers access to our server have been structured in a manner to offer our clients the highest security by excluding any third party access to the dictation files. Professional and high quality transcription, secure data transmissions, confidentiality agreements and 24/7 system maintenance is what we provide every client both large and small.

Strong Client relations and an intentional commitment to moderate growth ensure that we maintain the quality, accuracy and confidentiality

that is demanded by our clients and expected by Cron & Associates. We have built lasting relationships with our clients due to our dedication to quality, loyalty and integrity.

"We provide transcription services exclusively to law enforcement and government agencies. We are fully aware of the specialized needs and demands of our clients"

Our team of transcribers have been personally referred, submitted to a background check, polygraphed and Live Scanned.

Our tailored services and customized project approach guarantee professional transcription services that meet each client's needs at a fair price.



TRANSCRIPTION SERVICES ARE AVAILABLE 24/7

To meet the immediate needs of our clients, we are available 365 days a year, 24 hours a day. WE ARE ALWAYS READY FOR YOUR CALL!!!

Save thousands of dollars by giving your transcription to Cron & Associates. We provide you with outstanding quality transcription services. **CALL US TODAY FOR AN INSTANT TRANSCRIPTION SERVICE**



Company Profile

EXPERIENCE/QUALIFICATIONS INFORMATION

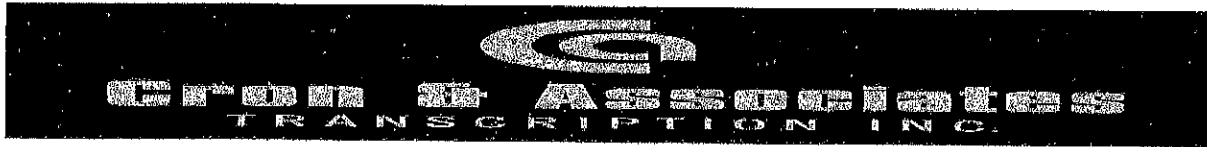
Cron & Associates has been based in Orange County, California providing transcription services exclusively to law enforcement agencies since 1995. We have been readily engaged in the business of providing goods/services required by this solicitation and are very familiar with the proposed work and have all the necessary capital, material and machinery required for this transcription RFQ. We specialize in cost-effective transcription of daily police reports and investigation interrogations.

We are not a civil deposition company attempting to expand into new markets. Based on nearly 21 years of experience working with in excess of 25 law enforcement agencies in Southern California we have gained a deep understanding of the specific needs of law enforcement agencies. We are dedicated to completing and returning all transcription work in a timely manner to make the processing of reports seamless at the Department. Our client base has grown over the last 21 years based on our timely and professional work product for law enforcement agencies resulting in new clients exclusively through referrals.

Cron has not and will never use any type of internship program to transcribe reports. All transcribers are locally based. We do not send any of our transcription service off-shore for completion. Our transcription team has been together for many years. Some of the transcriptionists have worked for Cron & Associates for as long as 20 years with the newest addition to our team joining us 8 years ago. Cron & Associates only staffs court stenographers and experienced police department transcribers who transcribe 100 – 225 WPM. We have had a solid work force for the 21 years we have been in business. In 21 years we have never been accused or involved in any type of litigation relating to our services.

Our staff is available for transcription 24/7 365 days a year to address any questions or immediate needs from officers or other personnel. We are available to pick up work and drop off work from your 77 Fair Drive, Costa Mesa location every day of the year with the exception of Easter Sunday, New years' day, Christmas Day and Thanksgiving Day. Accommodations can be made in the rare case that you would need something transcribed on one of the major holidays listed.

Cron & Associates currently maintains all insurance requirements identified in the proposed RFQ. Additional Insured endorsements will be made available as soon as a contract is in place for your Department. I believe your City already has all the required documents on file at this present time.



TECHNICAL

Cron & Associates owns our own digital dictation system. We do not utilize space on another company's server or share our system with anyone else. Only Cron & Associates clients have access to our dictation system. There is no third party involved for security purposes. Every dictation user must be set up by Cron & Associate and given a user and password name to access our system. The digital dictation system would be used if investigators in your Department wished to dictate summaries, evaluations or reports on cases they are working on.

We send reports back to the departments via a Secure Server, HTTPS secure login, password protected and encrypted link. We also have our site set up only to be accessed with exact IP addresses. No other IP addresses can access our server.

We have a 24/7 service maintenance contract on our new voice dictation system from Nuance, an industry leader in dictation software, for immediate response to any software issues. Our server power is supplied by the City of Anaheim with the same electrical infrastructure as Disneyland, Angel Stadium, Honda Center and Anaheim Police Department. Although back up power is immediately available on-site, any service interruption would be restored within a few minutes. This is one of the primary reasons we selected this location for our servers.

At Cron & Associates we take great pride in the quality of our product. Every one of our transcribers goes through a very extensive training period. During this training period all reports transcribed by the trainee are reviewed in their entirety. Our training continues until a transcriber can transcribe with 100 percent accuracy with continued periodic checks to insure accuracy. All Transcribers are poly-graphed, live scanned, and background/reference checked before becoming a part of our team. Cron & Associates understands and agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality. All records of transcripts and sound files of the interviews are considered confidential and kept confidential by Cron & Associates and our staff, agents and employees.

Digital sound files and documents are saved for 30 days and then automatically purged from our system. Interrogation reports are archived and saved for five years.



1. RESPONSE TO RFQ SCOPE OF WORK

Cron & Associates has the full capability to transcribe recordings of criminal investigation, police reports, interrogations, internal affair investigations, report summaries dictated into our digital system or saved to disk. We also have Spanish translators that can translate from Spanish to English and also include the Spanish language written out in the transcript if requested.

Cron & Associates does provide a professional and high quality 24/7 transcription service. We are available 365 days a year. We do close on major holidays but can make ourselves available if an emergency occurs. We do answer our calls 365 days a year. In our 21 years in business we have always maintained all confidentiality to all reports. We have a very good reputation in the transcription industry. Cron & Associates sends reports back to the departments via a Secure Server, HTTPS secure login, password protected and encrypted link.

Cron & Associates is a local business located in Santa Ana, Orange County California. We could be at your Costa Mesa location in less than twenty minutes if need be in an emergency situation.

2. CRON & ASSOCIATES RESPONSIBILITIES

Cron & Associates already has in place all insurance requirements and licenses and permits mentioned in this RFQ. Cron & Associates is willing to comply with all laws, ordinances, rules and regulations to work and to the preservation of the public health and safety.

Cron & Associates will keep all documents and recordings and any information from any work that we do for the City of Costa Mesa Police Department completely confidential. Cron & Associates will not directly or indirectly disclose, proliferate, transfer, provide, or otherwise make available or permit disclosure, proliferation, transference, provision of or make available any tapes, documents, or any other information contained within such tapes or document in any form, in whole or in part, to any other entity.

Cron & Associates will return any CDs, Tapes, any and all documents associated with the recordings after transcription is complete in a sealed envelope attention to the requesting officer of the transcription work. All completed transcripts submitted to the City of Costa Mesa from Cron & Associates is the City's property upon completion of Cron & Associates services.

Cron & Associates will maintain and have exclusive control over our electronic data of reports submitted to the City of Costa Mesa. Cron & Associates takes full responsibility for our submission of reports using our Secure Server, HTTPS secure login, password protected and encrypted link. Cron & Associates software will be kept current with



software versions being released and will have the latest virus control software and updates.

All Cron & Associates transcriptionist have been polygraphed, live scanned, and background checked prior to working with our transcription team.

A list of five references, all from law enforcement agencies, is included in the response to this RFQ. More references can be submitted to the City of Costa Mesa upon request.

3. SERVICE REQUIREMENTS

Cron & Associates will discuss various way to transfer and deliver files to the City of Costa Mesa. We will determine a transfer that is both safe and convenient with the IT and Investigation Department.

Cron & Associates offers a next day turnaround for jobs that need to be expedited for both court dates and emergency situations. There is an additional fee for overnight and we are available to pick up work at your Costa Mesa location within 20 minutes if requested. The normal turnaround time is five working days from the time you request work to be picked up or sent to Cron & Associates. We strive to return work in less than five days so everyone is happy.

Cron & Associates has over 21 consecutive years' experience transcribing exclusively for law enforcement and government agencies. We specialize in Law enforcement work and understand confidentiality, expedite situations that arrive, the need for professional and error free transcription.

Cron & Associates will pick up and deliver all documents back to the City of Costa Mesa at no charge.

Cron & Associates is capable of transcribing English and translating and transcribing Spanish work. The Spanish interviews can also be written out in the Spanish language if requested by The City of Costa Mesa if needed by the Courts.

4. MAINTENANCE AND SUPPORT

Cron & Associates would be honored to provide transcription service for as many years as you need transcription provided to your City. Thank you for the opportunity to respond to this RFQ.



1. Name of Reference: Garden Grove Police Department
Address: 11301 Acacia Parkway, Garden Grove, CA 92642
Contact Name: Vicky Helton Telephone Number: (714) 741-5715
(Cron has transcribed for Garden Grove from 2000 until present.)

2. Name of Reference: Los Angeles Sheriff's Department
Address: 4900 S. Eastern Avenue, Suite 100, Commerce, CA 90040
Contact Name: Sgt. Alexander Telephone Number: 323 890-5343
(Cron has transcribed for Los Angeles Sheriff from 2002 until present.)

3. Name of Reference: Irvine Police Department
Address: 1 Civic Center Plaza, Irvine, CA 92703
Contact Name: Michael Sherwood Telephone Number: (949) 724-7144
(Cron has transcribed for Irvine Police Department from 2002 until present.)

4. Name of Reference: Huntington Beach Police Department
Address: 2000 Main Street, Huntington Beach, CA 92648
Contact Name: Lieutenant Seltz Telephone Number: (714) 536-5412
(Cron has transcribed for Huntington Beach from 2013 until present.)

5. Name of Reference: La Habra Police Department
Address: 150 N. Euclid Street, La Habra, CA 90631
Contact Name: Captain Johnstone Telephone Number: (562) 905-9754
(Cron has transcribed for La Habra Police Department from 1997 until present.)

RFQ C00382-01 PRICING SHEET

Description	Rate
Dictated Reports – Standard Turnaround	\$.17 cents per line
Dictated Reports – Expedited	\$.32 cent per line
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Standard Turnaround	\$ 4.25 per page (5 working day turnaround.)
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Expedited	\$ 8.00 per page (3-4 working day turnaround.)
Interviews (Suspect, Witness, Victim, Other) (Deposition Format) – Next Day Turnaround	\$12.00 per page (Next Day turnaround.)
Interviews (Suspect, Witness, Victim, Other) Foreign Language (Deposition Format) – Standard Turnaround	\$ 15.00 per page (5 working day turnaround.)
Interviews (Suspect, Witness, Victim, Other) Foreign Language (Deposition Format) – Expedited	\$ 20.00 per page (3-4 working day turnaround.)
Interviews (Suspect, Witness, Victim, Other) Foreign Language (Deposition Format) – Next Day Turnaround	\$ 25.00 per page (Next Day turnaround.)
Standard Video	\$ 4.25pp (most videos sound can be stripped from recording.)
Standard Video Expedited	\$8.00pp (most videos sound can be stripped from recording.)
Standard Video Next Day Turnaround	\$12.00pp (most videos sound can be stripped from recording.)
Foreign Language Video	\$ 15.00 pp (most videos sound can be stripped from recording.)
Foreign Language Video Expedited	\$ 20.00 pp (most videos sound can be stripped from recording.)
Foreign Language Video Next Day Turnaround	\$ 25.00 pp (most videos sound can be stripped from recording.)
Additional Fees	\$20.00 hourly rate for dead air or VERY difficult to hear

Interviews for example "jail cell" with lengths of 1.5 hours or more with Authorization and agreement from The City of Costa mesa first.

*Additional proposal or pricing sheet is authorized but not required.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Cron & Associates Transcription, Inc.

Name: Cristine M. Cron

Company Name
10352 Miralago Place

Title: President

Address
Santa Ana, CA 92705

Phone: 714 573-7172

Fax: 714 389-3028

Signature of Person Authorized to Sign

Cristine M. Cron

E-mail: Cris@crontranscription.com

Printed Name
Title President