

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Allan L. Roeder  
Dept: Interim City Manager  
Subject: AWARD OF CONTRACT TO CRON & ASSOCIATES FOR TRANSCRIPTION SERVICES  
RFP NO. S-1158

From: Todd D. Elgin  
Dept: Police  
Date: March 24, 2015

OBJECTIVE

To seek City Council approval to award a contract to Cron & Associates Transcription, Inc., to provide transcription services to the City of Garden Grove Police Department.

BACKGROUND

The Police Department needs off-site transcription services for Police reports. The City dictates approximately 47,448 lines of Police reports monthly and 569,376 lines annually. Requests for transcription of investigative interview recordings are also received.

The City has retained the services of Cron & Associates for transcription services since 2002. A formal Request for Proposal (RFP) was needed to evaluate other transcription companies that chose to participate in the selection process.

DISCUSSION

The RFP was posted on the City's web site on January 7, 2015, and was completed in February 2015. The selection process was comprehensive with a total of two (2) transcription companies successfully completing the RFP process. The pre-proposal meeting was held on January 12, 2015, with two (2) transcription companies in attendance. The due date for RFP No. S-1158 was January 26, 2015, and two (2) completed submissions were submitted.

The evaluation criteria and scoring weights were Price; 30 percent; Project Plan; 30 percent; and qualifications and ability to meet proposal requirements: 40 percent. Submissions were reviewed for basic compliance with the terms required in the RFP and scored accordingly. Based upon the packages reviewed, both companies that responded to the RFP passed this initial screening process.

The transcription companies finished with the following scores:

Proposer	Rater 1	Rater 2	Rater 3	<b>Total</b>
Cron & Associates Transcription	848	838	818	<b>2504</b>
GMR Transcription Services	640	610	580	<b>1830</b>

After completion of the RFP response scoring, staff determined that Cron & Associates Transcription best suits the Police Department's needs.

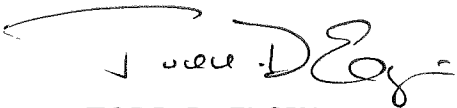
FINANCIAL IMPACT

The financial impact to the City will be \$130,000 annually from the General Fund, which has been budgeted for Fiscal Year 2015-2016.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Cron & Associates Transcription, Inc. in the amount not to exceed \$130,000 annually, from April 1 2015 to March 31, 2016, with the option for the City to extend the term of the Agreement for up to four (4) additional years, for a total of five (5) years; and
- Authorize the Interim City Manager or his designee to sign the agreement and making any modifications as needed on behalf of the City; and
- Authorize the City Manager or his/her designee to exercise the option to extend the agreement and sign the amendments, including minor modifications as appropriate, provided that sufficient funds are budgeted for the extension periods.



TODD D. ELGIN,  
Chief of Police



By: Victoria L. Helton  
Records Manager

Recommended for Approval

Attachment: Agreement



Allan L. Roeder  
Interim City Manager

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and Cron & Associates Transcription, Inc., herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Transcription Services for the City of Garden Grove Police Department per Scope of Work, Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be from April 1, 2015 through March 31, 2016, with options for CITY to extend the term of the Agreement for up to four (4) additional years, for a total of five (5) years. Option years shall be exercised two (2) years at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Pricing Proposal (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment C, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Thirty Thousand Dollars (\$130,000.00), per year, payable in arrears and in accordance with Pricing Proposal, Attachment B. All work shall be in accordance with RFP No. S-1158.
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Pricing Proposal (Attachment B).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

**4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the

agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (Contractor)  
Cron & Associates Transcription, Inc.  
Attention: Cristine Cron, President  
10352 Miralago Place  
Santa Ana, CA 92705
- b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Cron & Associates Transcription, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_



**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1158**

**Provide Transcription Services for the City of Garden Grove Police  
Department**

**SUMMARY:**

The Garden Grove Police Department is seeking a contractor to provide off-site transcription services for reports. The City dictates approximately 47,448 lines of Police Reports, monthly and 569,376 lines, annually. The City may also request transcription of investigative interview tapes.

**GENERAL CONDITIONS**

The Service provided by the Contractor shall comply with the requirements of these specific conditions.

1. No contract shall be made by the contractor with any other party for furnishing any of the required work or services herein contracted without the written approval of the City.
2. All proposals submitted shall be in accordance with all requirements set forth within this document.

**GENERAL REQUIREMENTS:**

1. Proposers are required to show proof that they have been transcribing for at least five (5) or more law enforcement or government agencies doing exact or similar transcription for at least three (3) consecutive years.
2. Proposers are required to provide three business references, other than the City of Garden Grove, as required in the Proposal Requirements section of this RFP document.
3. The transcription company providing work must be located in Orange County or adjacent County within close proximity, for ease of pickups and deliveries. Contractor must specify any applicable charges for this service.
4. The transcription company must send an employee for all pickup and deliveries because of the sensitive nature of the final product. No outside courier services can be used.
5. Confidentiality: Contractor agrees to maintain the confidentiality of all police department records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this contract. All such records and information shall be considered

confidential and kept confidential by contractor and contractor's staff, agents or employees.

6. Contractor should be available 24/7, 365 days per year. Digital dictation can call at any time on any day, 24 hours a day to expedite a report that is going to court the following morning or needed for a search warrant in the middle of the night or for any reason deemed necessary by a Police Department Supervisor. Expedited cases must be transcribed with a 24-hour turnaround. Contractor must specify any applicable charges for expedites.
7. Contractor shall transcribe in both English and Spanish, as requested.
8. Contractor shall transmit all documents electronically using Microsoft Exchange on a secure Internet site.
9. Contractor shall charge a flat rate for the English and Spanish for any quality of work. Hourly rate can be applied to only jail cell and extremely difficult recordings. Hourly rate can only be applied at the approval of a Garden Grove supervisor.
10. Transcript lay out for Digital Dictation: Courier New 12 font, one-inch margins.
11. Transcript lay out for interrogations: Deposition format, 25 lines per page, Courier New 12 font, one-inch margins.
12. Contractor must provide a process that allows specified employees to track the status of police reports in the transcription process.
13. **EMPLOYMENT QUALIFICATIONS VERIFICATIONS:**
  - a. Contractor's staff, agents or employees must be live-scanned and polygraphed and sign a CORI form before performing any work on this contract.
  - b. Contractor must conduct a five (5) year employer background check to verify the applicant was not terminated for dishonorable circumstances.
  - c. Contractor must conduct a minimum of two personal reference checks
  - d. Contractor must conduct a drug-screening test to verify non-usage of drugs.
14. The results of the background checks shall be furnished to the City upon request.

"ATTACHMENT B"  
RFP NO. S-1158  
(Transcription Services)  
PROPOSAL PRICING FORM (Page 1 of 2)

PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY  
*Partial proposals will not be accepted!* ALL LINES ON THIS FORM MUST BE  
COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM YOUR PROPOSAL AS  
NON-RESPONSIVE!

A. Transcription of Daily Dictated Reports in Contractor's System (English)  
a. Standard Turnaround (24 hours or less) Rate per Line \$ -.16

b. In-Custody (expedited-less than 24 hours) Rate per Line \$ .32

B. Interrogation Interview or Witness Statements-these would be emailed to the contractor or saved onto a CD for pick up by the contractor (English).

a. Standard Turnaround (5 working days) Rate per Page \$ 4.25

b. Expedited Turnaround (2-4 working days) Rate per Page \$ 8.00

c. Next Day Turnaround Rate per Page \$ 12.00

C. Video in English

a. Standard Turnaround (5 working days) Rate per Page \$ 7.50

b. Expedited Turnaround (2-4 working days) Rate per Page \$ 15.00

c. Next Day Turnaround Rate per Page \$ 22.50

D. Transcription of Daily Dictated Reports in Contractor's System (Spanish)

a. Standard Turnaround (24 hours or less) Rate per Line \$ .70

b. In-Custody (expedited-less than 24 hours) Rate per Line \$ 1.00

E. Interrogation Interview or Witness Statements-these would be emailed to the contractor or saved onto a CD for pick up by the contractor (Spanish)

a. Standard Turnaround (5 working days) Rate per Page \$ 15.00

b. Expedited Turnaround (2-4 working days) Rate per Page \$ 20.00

c. Next Day Turnaround Rate per Page \$ 25.00

F. Video in Spanish

a. Standard Turnaround (5 working days) Rate per Page \$ 20.00

b. Expedited Turnaround (2-4 working days) Rate per Page \$ 40.00

c. Next Day Turnaround Rate per Page \$ 60.00

G. DELIVERY FEE: \$ NOCHARGE per \_\_\_\_\_ (please specify per mile, file, etc.)

Note: THIS COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL

**"ATTACHMENT B"**  
**RFP NO. S-1158**  
**(Transcription Services)**  
**PROPOSAL PRICING FORM (Page 2 of 2)**

**ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:**

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There are no additional costs associated with providing services.

\*\*Costs for Video in English and Spanish will be the same as CDs work if we are able to Strip the sound file from the video. Because of technology we are able to do this the majority of the time now. So the higher pricing for video (C and F) would be reduced to the regular pricing Listed on Attachment B (B and E)\*\*

Please provide a cost break down of how additional costs are calculated.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive.