

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/5/2022

SUBJECT:	SUBMITTED BY:
Meeting Minutes Transcription Services	Rosa Berardi Village Clerk

SYNOPSIS

A motion is requested to award a one year agreement for Meeting Minute Transcription Services to Transcription Outsourcing, LLC in a not-to-exceed amount of \$20,000.00.

FISCAL IMPACT

The FY22 Budget provides \$20,000 in the General Fund for this agreement.

RECOMMENDATION

Approval on the April 5, 2022 Consent Agenda

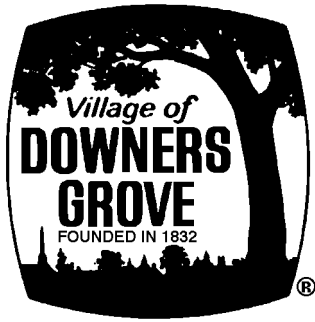
BACKGROUND

Over the past 30 years, meeting minutes of the Village Council and many of the Village's boards and commissions were prepared by Writing Resources. Writing Resources' work with the Village ended in December of 2020 due to the retirement of the company owner. Since then, the Village Council meeting minutes have been prepared by the Village Clerk and many of the boards and commissions meeting minutes have been prepared by Village staff liaisons. Due to time constraints on preparing meeting minutes, a request for proposal was published in accordance with the Village's Purchasing Policy on August 20, 2021. One proposal was received. Transcription Outsourcing, LLC and the Village have come to an agreed upon amount of \$2.25/minute and \$135/hour, in a not-to-exceed amount of \$20,000.00 for one year. Transcription Outsourcing, LLC has been preparing council meeting minutes and public hearing meeting minutes for 12 years.

ATTACHMENTS

Agreement

Village of Downers Grove



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Transcription Outsourcing, LLC

Project Name: Minutes Transcription Services
Proposal No.: RFP-8202021JD-0-2021/JD
Proposal Due: Friday, September 3rd at 3:00pm

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Friday, August 20th

Date Issued: Friday, August 20th

This document consists of 21 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JOSHUA K. DAUSENER
MANAGEMENT ANALYST
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5534
FAX: 630/434- 5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

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I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to FRIDAY, AUGUST 3RD, AT 3PM.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Rosa Berardi, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS**5. VILLAGE ORDINANCES**

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

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- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 If applicable, the Proposer, as a party to a public contract, should have a written sexual harassment policy that:
- 9.1.1 Notes the illegality of sexual harassment;
 - 9.1.2 Sets forth the State law definition of sexual harassment;
 - 9.1.3 Describes sexual harassment utilizing examples;
 - 9.1.4 Describes the Proposer's internal complaint process including penalties;
 - 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

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Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

If applicable, the Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

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the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

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bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW AND VENUE

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

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29. COPYRIGHT or PATENT INFRINGEMENT

- 29.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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III. DETAIL SPECIFICATIONS

The Village is seeking transcription services to transcribe the minutes for meetings of the Village Council (governing board) of the Village of Downers Grove. The Village Council meets the first three (3) Tuesdays of every month. Meeting cancellations may occur from time to time. The Council consists of the Mayor and six (6) Commissioners.

The meetings are live-streamed on DGTV Channel 6 and YouTube. The meeting will be posted to YouTube on the Wednesday following the meeting. Also, an audio recording will be available to the selected contractor to assist with the preparation of meeting minutes. Transcription of minutes for other Village boards and commissions may also be needed, on occasion.

The format for the Village Council minutes is a detailed summary, not verbatim. Examples of minutes will be provided to the contractor.

The minutes shall be completed by no later than 12:00 noon on the Thursday following the meeting and shall be sent to Village Clerk Rosa Berardi at rberardi@downers.us. Village Clerk Berardi will be the point of contact for all questions regarding Council minutes.

The contractor must have prior experience transcribing minutes and shall provide examples of minutes taken for, and invoices submitted to, other municipalities or government entities.

It is generally accepted that the preparation of the minutes should not exceed the hours outlined in the table below:

Meeting Length (in hours)	Billable hours (not to exceed)
1	3
2	6
3	9
4	12
5	15

Please submit your hourly rate for minute transcription.

The contractor will be required to attend only one Council meeting to become familiar with the Council and Village staff, and how the meetings are conducted for which the contractor will receive compensation. Please note that the contractor may attend additional Village Council meetings, but will not receive compensation therefor.

All questions may be submitted to:

Rosa Berardi, Village Clerk
rberardi@downers.us
 630-434-5534

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IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract. The RFP document including detail specs and Proposer's response will become the Contract with the Village.)

September 1, 2021

To: Joshua K. Dausener
MANAGEMENT ANALYST
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515

From: Ben Walker
President and CEO
Transcription Outsourcing, LLC
1780 S Bellaire St Suite 400
Denver, CO 80222

Re: Minutes Transcription Services
Proposal No.:RFP-8202021JD-0-2021/JD

Joshua, thank you for considering **Transcription Outsourcing, LLC** for your Minutes Transcription Services, Proposal No.:RFP-8202021JD-0-2021/JD. We have included all the required documentation, and believe our company will be the perfect match for the outlined scope of work with the Village of Downers Grove.

Transcription Outsourcing, LLC has been in the transcription services business since 2010, and has partnered with institutions such as the Middle Rio Grande Conservancy District, Stewart Life Sciences, the Idaho Department of Agriculture, and many others to transcribe and or take minutes for everything from city council meetings, public hearings, to one-on-one meetings.

We require that every single person who works here and with us signs a non-disclosure agreement as well as a confidentiality agreement. They are also required to pass a criminal background check before starting work here as well. We deal with confidential information every day of the year and have never had a data breach once.

Our company prides itself on providing outstanding customer service to our clients. Not only is our Denver-based staff always available to answer questions by phone and email, our team of transcriptionists consistently produces the highest quality work as they maintain the required 99% accuracy rate from the original recording.

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Our web-based transcription system allows for the transfer of audio and video files through a secure and encrypted online portal. Once the reports have been transcribed, your completed files are available to review, edit, share, or print if you so desire.

You will be assigned a single point of contact within our company where you will be able to email, call, or text whenever you or your people need something. After hours and weekend contact information will also be provided in the event of an urgent request.

If you have any questions regarding this proposal, please contact me by phone at 720-287-3710 or email at bwalker@transcriptionoutsourcing.net.

Thank you again for your consideration, we look forward to your response.



Ben Walker
President and CEO,
Transcription Outsourcing, LLC

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Examples of meeting minutes.

Example one:

**MINUTES OF THE
2,178th REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

AUGUST 09, 2021, 3 P.M.

Directors having been duly notified; Madam Chair Dunning called the regular meeting to order at the MRGCD General Office. The following Directors and Staff were present:

DIRECTORS		STAFF	
Karen Dunning, Madam Chair	Present	Mike Hamman	Chief Engineer/CEO
Stephanie Russo Baca, Vice Chair	Present	Dr. Chuck DuMars	Chief Water Counsel
Barbara Baca, Director	Present	Lorna Wiggins	General Counsel
John Kelly, Director	Present	Jason Casuga	Chief Operating Officer
Joaquin Baca, Director	Present	Pamela Fanelli	Secretary-Treasurer/CFO
Glen Duggins, Director	Present	Anne Marken	Acting Water Operations Mgr.
Michael T. Sandoval, Director	Present	Mike Lopez	Water Distribution Div. Mgr.
		DeAnna Phillips	GIS Tech / Board Liaison

The following names of individuals were interested viewers, callers and/or participants:

- | | |
|----------------------------|-------------------|
| Rita Padilla Gutierrez | Jennifer Faler |
| Adrian Martinez | Christine Nardi |
| Page Pegram | Noah Meadows |
| Sonny Cooper | Marie VanDerGeest |
| Raymond Torres | Pamela Fanelli |
| Curtis and Loretta Tolbert | |
| Gabriella Coughlin | |

AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE

Director Barbara Baca led the Pledge of Allegiance at today’s meeting.

Madam Chair Dunning declared a quorum, and the meeting was publicly noticed. This meeting is a new hybrid order meeting, wherein board members, staff, and the public are at the meeting in person but may also call in. Rollcall votes will no longer be necessary for regular motions.

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AGENDA ITEM NO. 2 – APPROVAL OF THE AGENDA

Director Barbara Baca made the **MOTION TO APPROVE THE MEETING AGENDA with the above changes**. Director Kelly seconded the motion. The **MOTION CARRIED UNANIMOUSLY**.

AGENDA ITEM NO. 3 – CONSENT AGENDA

- a. Consideration/Approval of Payment Ratification – August 9, 2021
- b. Consideration/Approval of July 2021 for Invoice for Wiggins, Williams & Wiggins
- c. Consideration/Approval of July 2021 Invoice for Law & Resource Planning Associates
- d. Consideration/Approval of Minutes for Regular Board Meeting - July 12, 2021
- e. Consideration/Approval of Aqua Systems Slide Gates for \$72,400.00 – Richard DeLoia, Chief Procurement Officer
- f. Consideration/Approval for Resolution M-08-9-21-171 Disposal of Obsolete Items – Andrew Melendez, ER&T Assistant Manager
- g. Memo on MRGCD Approved Licenses for July 2021 (For Informational Purposes Only)

Director Barbara Baca made the **MOTION TO APPROVE THE CONSENT AGENDA**. Director Joaquin Baca seconded the motion. The **MOTION CARRIED UNANIMOUSLY**.

AGENDA ITEM NO. 4 – ITEMS FROM THE FLOOR (Comments are held to six (6) minutes)**Curtis and Loretta Tolbert**

Loretta and Curtis Tolbert expressed their difficulties trying to sell their home without the potential buyers having a license to access the property. After explanation from Jason Casuga on what the problem was, Madam Chair Dunning stated they would look into it and get back to them.

Rita Padilla Gutierrez

Mrs. Padilla Gutierrez commented that she would urge the Board to fight the litigation due to the fact it has started to cause flooding to take place. Ms. Padilla Gutierrez and her husband farm in Jarales and Tome, and they have noticed that Jarales always has plenty of water, but Tome does not.

No additional comments on the matter.

Gabriella Coughlin

Mike Hamman introduces Gabriella Coughlin as a new staff member.

Ms. Coughlin introduces herself as the new agronomist/agroecologist of the district. She is here to help explain the limitations of the soils in the valley. She previously worked in Oregon before

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moving to the Albuquerque field office. Director Duggins expressed concern in conservancy and role of the government. Ms. Coughlin explains she understands and is here to try to bridge the gap between government and producers.

Madam Chair Dunning welcomes Gabriella Coughlin.

5. Report on New Committee Assignments - Chair Karen Dunning

Madam Chair Dunning proposes an agriculture committee and licensing committee, and both were agreed to.

AGENDA ITEM NO. 6– REPORT(S) FROM THE DEPARTMENT OF INTERIOR

a. Bureau of Reclamation - Jennifer Faler, Area Manager

Ms. Faler discusses how the monsoons really helped this year and discussed the infrastructure bill in the Senate. The basin study is now off and running. She also discusses ESA commitments and obligations.

Mike Hamman explains that the money from the water leasing program does come from the federal government, but goes into an environmental leasing program developed by the National Fish and Wildlife Foundation.

AGENDA ITEM NO. 7 – REPORT(S) FROM THE SECRETARY-TREASURER/CFO - Pamela Fanelli, CMA, CGFM

a. Initiatives Update – Pamela Fanelli, Secretary-Treasurer/CFO

Ms. Fanelli explains the district has identified a replacement for the assistant module that will also integrate with the water delivery module.

b. Report on the Finance Committee Meeting, August 9, 2021 – Chair Dunning, Directors Kelly and Barbara Baca

Director Kelly explains that they discussed long terms needs looking at fleet replacement. The overall consensus of the finance committee meeting was they were happy with the model with NMFA. He also states he believes vehicles should be sold around the 4-to-5-year window to minimize maintenance cost.

AGENDA ITEM NO. 8 – REPORT(S) FROM THE CHIEF ENGINEER - Mike A. Hamman, PE

a. Update on COVID-19 Operational Update: Revised Face Covering Mandate effective August 3, 2021 – Mike Hamman, CE/CEO and Christine Nardi, Human Resources Director

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Christine Nardi announces that due to the increasing cases of the delta variant, they have updated the face covering mandate, which states it is recommended that fully vaccinated New Mexicans should wear a face covering in indoor settings. Therefore, all employees will be required to wear face coverings regardless of vaccination status when working indoors with two or more people.

b. Report on Water Supply Conditions - Mike Hamman, CE/CEO, and Anne Marken, Acting Water Operations Division Manager

Ms. Marken states the monsoons have really helped with the water supply this year, but storms have dried up within the past week and temperatures have come up. MRGCD resumed releases of San Juan-Chama water on August 4th. The operations plan is to target demand of 600 CFS for MRGCD and release San Juan-Chama water from storage. She stated they believe to have about a week left of water in storage right now. Once MRGCD is out of stored water, they will continue to divert from the river as it's available. Hamman discusses the option of cutting off early in the fall or delay in the spring. Director Duggins expresses his concerns about the issue, and says he would rather it be delayed in the fall than the spring, but both would be a disaster to farmers.

Vice Chair Russo Baca calls on Noah Meadows from the audience to speak on behalf of the issue.

Noah Meadows is a small farmer from Valencia County that states the decision needs to be made before next month, because some crops require at least three waters and would like to know far enough in advance to schedule his plan for the year.

Director Duggins explains that legally they can't vote until the September meeting because it wasn't on the agenda but suggests a straw poll to get a sense of how the Board might vote. The special meeting is set for Friday, August 20th, 10 a.m.

Vice Chair Russo Baca made the **MOTION TO APPROVE THE ACTING WATER OPERATIONS** Director Duggins seconded the motion. The **MOTION CARRIED UNANIMOUSLY.**

c. Status Report on Water Distribution - Mike Lopez, Water Distribution Division Manager

Mr. Lopez talks about how the recent rains provided plenty of rainwater for the arroyos and they were able to deliver to Elephant Butte. He explains they are aware when their stored water will run out and they are moving along with deliveries right now.

d. Report on the Valencia County Commissioners Board Meeting, July 15, 2021– Mike Hamman, CE/CEO and Vice Chair Russo Baca

Vice Chair Russo Baca describes the meeting from July 15th, where Mr. Hamman discussed MRGCD's flood control authority from the river out instead of from an arroyo. They also discussed the Belen Watershed Program in that meeting. Although, there was no decision made by the Board of Valencia County Commissioners, it was deemed they would not have flood control authority. Vice Chair Russo Baca states there were a few members of the public

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that came and spoke and were in favor of flood control authority.

Mr. Hamman further explains they directed staff to start exploring all the different options for flood control authorities. It was expressed that they will be conducting workshops for staff and local officials at some point.

Director Duggins made the **MOTION TO APPROVE THE REPORT ON THE VALENCIA COUNTY COMMISSIONERS BOARD METTING with the above changes**. Director Kelly seconded the motion. The **MOTION CARRIED UNANIMOUSLY**.

Additionally, Mike Hamman discusses the update on El Vado and title transfer. He explains there was a hold up at the Office Management and Budget regarding the El Vado Dam Safety Construction Plan. We need Congress to approve this by late August, early September to stay on construction schedule. He stated Senator Heinrich made a special appeal the he is in full support of this and wants it moved through. He states that the title transfer authorization report is also sitting in Congress. Mr. Hamman says he toured SHPO around to all the facilities and they understand most of our facilities needs to be on an exemption list.

e. Report on NM Drought Listening Sessions, July 15 & 29th, 2021 – Mike Hamman, CE/CEO

Mr. Hamman talks about the recent listening session events that occurred in July. Vice Chair Russo Baca spoke at the July 15th meeting about the needs of the Middle Rio Grande Conservancy District and the Middle Valley. Tanya Trujillo, the assistant secretary for Water and Science was very pleased with the outcome.

f. Report/Presentation on Meetings with Valencia County Officials on Formation of a Flood Control Agency, August 3 & 4, 2021 – Jason Casuga, COO

Mr. Casuga shows a video of what they're doing in relation to conservation. Mr. Casuga introduces a new member of the team, Marie VanDerGeest. Mr. Casuga goes through the presentation and discusses the stress and worry about when rain is coming. He goes back and collects rain totals from years prior and finds a pattern of big rain events happening each year. Mr. Casuga explains how every major event in this area that has caused floods that have damaged property have come from the arroyos that originate outside of our benefited area. Mr. Casuga discusses drainage and how it important it is to deal with groundwater to make it run smoothly. He goes on to talk about MRGCD has made investments to the Albuquerque Levee, Corrales Levee, San Acacia Levee, and Bernalillo to Belen Levee.

Mr. Casuga discusses MRGCD litigation cost, which is \$525,000 cash and \$1,081,000 in insurance. However, they are out of an insurance carrier right now, because their insurance carrier left the district. He also states the majority of the budget comes from Ad Valorem and Water and Science. The percentage by county that money is generated from is 8% Sandoval, 62% Bernalillo, 23% Valencia, and 6% Socorro. Mr. Casuga discusses Jerry Lovato and Chuck Thomas from SSCAFCA attending the meeting and discussing the history and formation of AMAFCA and SSCAFCA.

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Mr. Hamman adds that Valencia County state reps and senators were at the meeting, and they had a robust conversation discussing next steps and taxation issues.

g. Notification of the 2021 Annual Field Day at NM State Agricultural Science Center at Los Lunas (7:30 am) on August 18, 2021

Mr. Hamman notifies everyone of a flyer in the packet about the annual field day at the Ag Science Center.

Water service charge reclassification hearing set for next board meeting on the 13th, at 2:00 p.m.

h. Notification of the 2021 MRGCD Water Service Charge Reclassification Hearing per NMSA 73-18-8.1; hearing scheduled for September 13, 2021 – Mike Hamman, CE/CEO

Mr. Hamman explains how the reclassification process works.

***AGENDA ITEM NO. 8 – REPORT(S) FROM THE MRGCD ATTORNEY(S)
- Chief Water Counsel and/or General Counsel***

a. Consideration/Approval of Resolution M-08-09-21-170 Authorizing the Chief Engineer/CEO and Chief Water Counsel to Continue to Work with the Office of the NM State Engineer to Develop and File a Proof of Beneficial Use Form Establishing the Extent of the Water Rights Placed to Beneficial Use within the Middle Rio Grande Conservancy District – Charles DuMars, Chief Water Counsel

Chuck Dumar announces anything that involves attorney-client privilege will be handled in closed session.

AGENDA ITEM NO. 9 – REPORT(S) FROM THE BOARD

a. Report on the Personnel Committee Meeting, August 9, 2021 – Chair Dunning, Directors Kelly and Barbara Baca

No personal committee reports today.

Director Kelly made the **MOTION TO APPROVE THE REPORT ON THE PERSONNEL COMMITTEE MEETING**. Director Barbara Baca seconded the motion. The **MOTION CARRIED UNANIMOUSLY**.

AGENDA ITEM NO. 10 – EXECUTIVE SESSION

a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7

- 1. Threatened or Pending Litigation

Madam Chair Dunning requested a motion to move into Executive Session.

Director Kelly made the **MOTION TO GO TO INTO EXECUTIVE SESSION**. Director Barbara Baca seconded the motion. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

Director Barbara Baca	Yes	Vice Chair Russo Baca	Yes
Director Sandoval	Yes	Director Duggins	Yes
Director Kelly	Yes	Director Joaquin Baca	Yes
Madam Chairwoman	Yes		

Madam Chair Dunning Adjourned the meeting at X:XX pm.

Madam Chair Dunning reconvened the meeting at X:XX pm.

Director Barbara Baca made the **MOTION TO RETURN TO REGULAR SESSION**. Director Kelly seconded the motion. Rollcall vote was administered with all members voting yes. The **MOTION CARRIED**.

Director Barbara Baca	Yes	Vice Chair Russo Baca	Yes
Director Sandoval	N/A	Director Duggins	N/A
Director Kelly	Yes	Director Joaquin Baca	N/A
Madam Chairwoman	Yes		

During Executive Session, updates were given on threatened or pending litigation. No decisions were made, nor any votes taken during Executive Session.

Director Kelly made the **MOTION TO APPROVE THE RESOLUTION AUTHORIZING CHIEF ENGINEER AND CHIEF WATER COUNSEL TO CONTINUE WORK WITH THE OFFICER OF NEW MEXICO STATE ENGINEER**. Barbara Baca seconded the motion. **MOTION PASSES UNANIMOUSLY**.

Approved to be the correct Minutes of the Board of Directors of August 09, 2021.

ATTESTED:

 Pamela Fanelli, CMA, CGFM
 Secretary/Treasurer

 Karen Dunning, Madam Chair
 MRGCD Board of Directors

Transcription Outsourcing, LLC

1780 S. Bellaire St.
 Suite 400
 Denver, CO 80222
 (720) 287-3710
 accounting@transcriptionoutsourcing.net



INVOICE

BILL TO
DeAnna Philips
 Middle Rio Grande Conservancy District
 PO Box 581
 Albuquerque, NM 87103

INVOICE 9476
 DATE 08/31/2021
 TERMS Due on receipt
 DUE DATE 09/01/2021

ACTIVITY	QTY	RATE	AMOUNT
6-10 Business days turnaround time 4+ Speakers Cleaned-up verbatim			
General Transcription 08_09_21_1	166.583	2.50	416.46
General Transcription 08_09_21_1 Minutes	166.583	1.25	208.23

BALANCE DUE **\$624.69**

Pay invoice

Thank you for your business. We appreciate your prompt payment.

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Example two:

Stewart Advisory Board
Thurs. January 23rd, 2020 / Fri. January 24th, 2020

Attendees:

Tina
 Katie
 Dr. C
 Prof. Monty
 Dr. D
 Joanna
 Roy
 Isabelle
 Michael
 John
 Noa
 Paul
 Kathy
 Ani
 Fera
 Dr. Larry
 Dr Gregory
 Todd B
 Tim
 Rick

Day 1 Thurs. Jan. 30th (Campus)

0h.00m.44s: Welcome / Introductions - Tina

Dr. Gregory: Has performed years of clinical work with DOCHOS, main focus is thoracic surgical practice, very interested in cerebral autoregulation, which has not been able to be prioritized by DOCHOS due to financial constraints, but is hoping to be able to push this project forward.

Larry: Has been using cerebral oximetry for 20 years but has been using it in an autoregulation form for 10-12 years. When initiating bypass, tries to mimic what has happened in the pre-operative period and he'd establish a range at which cerebral ___ would change. Very interested to see where autoregulation goes and how broadly it can be applied. Would like to walk away with another armamentarium of studies he's going to pursue. Our entire health system switched from the TOPS to DOCHOS turned Stewarts, and we have an opportunity to do some multi-center studies within our health system. Hopes to spearhead those projects and use them in collaboration with a couple other modalities to see where it goes.

Dr. D: Has used cerebral oximetry clinically as it's become more mainstream and it's been fun to see how it's been accepted in cardiac surgery. That integration, talking about using the platform of autoregulation assessments or other avenues, trying to figure out how we embrace these two concepts together on a single

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monitor, which seems like it could be very powerful. But taking a step even higher up and saying, "What more can we get out of this?" Looking forward to getting clinical insights in terms of how folks have used it at different levels and moving away from just using it as a monitor of safety to actually something that can ___ management decisions.

Monty: Would like to leave with a plan to make the world a better place using sensible approaches to autoregulation and the whole body.

Dr. C: Involved with autoregulation research for 15 years working with Ken Brady. Happy to see DOCHOS join the family and would like to see autoregulation get to patients before they retire.

Todd: New chief scientific officer recruited from Stanford. Long-time practicing clinician and has developed medical device technology.

(0h.10m.02s - 0h12m.00s Stewarts team name & title introductions)

0h.12m.00s **Tina:** Tim will tell the story of why we partnered with DOCHOS and why that was the right technology and convince you it wasn't just about having another product to grow market share. Ani and Isabelle will show what the Golden suite that includes our hypotension prediction index and will challenge you to think of how that fits into that portfolio. Monty's going to show some of the things we've been discovering in the lab with HPI and then we'll dive into the high level of algorithm we're looking at. Feras is going to show some of the lab experience we've had so far testing that algorithm and then we'll get some thoughts and feedback using a polling session.

0h.13m.35s **Tim:** Stewarts Product Portfolio & Vision for Autoregulation ("Moving to Personalized Medicine)

Goal: to get medical minds into one room to talk about the topic of autoregulation.

The pipeline is built, but it's moldable, and feedback is needed to shape it.

Goal at Stewarts: target of 15m served patients by 2020 and we're on track to hit it.

Portfolio is very diverse, we sell disposable pressure inducers, catheters, smart products, etc.

Guiding principles - Patients first and under that, servant-led leadership

Focus three things:

Transformative innovation: Goal is to have one true transformative device, concept, or therapy we can advocate for each year - Invested in the hypotension space and cerebral autoregulation is here.

"Smart recovery" is a concept where we use wordplay. "Enhanced surgical recovery" has been used for 20 years now, "enhanced recovery after surgery" is a nomenclature that came out of Europe

Smart recovery is where we believe we fit - Our vision is we have a part to play and our part to play against smart devices. Smart devices are connected and have more advanced learning, our devices have some machine learning that applies with some of our products and autoregulation will have a starting and ending point, and evolve over time.

Focused leadership speaks to vision - Stewarts is unique and only does two things: surgical structural heart and acute care monitoring.

Product portfolio: Everything is moving to new monitor, HemoSphere. First time one monitor has all the products (you see on right hand side.)

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ForeSight is the latest addition to the portfolio (joined in April) in 5 months we were able to ForeSight onto the HemoSphere platform. Huge triumph going from purchase to integration so quickly.

"Smart recovery" concept: Started with the goal that our devices have an impact on the care that you provide to your patients. Everything has an impact on the care you provide to patients in the surgical room, to enhance surgical recovery.

Smart recovery is going to require additional evidence ... We always have a mind to what evidence is needed in our space.

Along with evidence, what is the clinical value? How do we make sure the we're not just creating devices for devices sake?

Key thing: We have a desire and a plan, our first product and parameter was launched in this space this year. We see this as a journey, not a destination.

We want to work with the FDA and regulatory bodies to get our product out and evolve it over time.

Need to create clinical studies that actually improve patient care.

Critical care product pipeline through 2025 - Desire to gain capital, connectivity, and foresight - most investments we have on any one product is on foresight and we want to continue to invest in this space.

(0h.20m.15s - 0h.21m15s Video) Video of what a potential future could look like - Getting patient to optimal hemodynamic state. Everything in the video is a product that is being worked on. We have prediction with HPI, we have prescription coming, where you hear the actual monitor talking to you with potential recommendations ... These things are not that far off.

We want to be able to push the buttons a bit without talking about extreme features.

2014 signed partnership with (BD) ...

Dr. C: Mobile companies need to learn together and talk to one another.

Tim: We can learn from tech brethren in Silicon Valley ... On the medical device side if we don't start to partner we will become more irrelevant and isolated.

(0h.24m.52s New Speaker -Ani) The Golden Suite of Advanced Algorithms & Autoregulation Roadmap - Ani & Isabele

Golden: brand umbrella for developing intelligent algorithms

Key pillars: prediction of key events before they happen and low level automation (closing loops in the OR - things we feel robots at a low level can do in order to focus on higher level issues)

Suite consists of three components: software (hemosphere monitoring platform), intelligent sensor (disposable, like our non invasive finger cuff technology ... Whether it's super invasive or non invasive, our entire portfolio will have some sort of intelligent version of that particular sensor), ... and analysis tool (an off-box analysis tool/software app that might sit on your smart device or any other device that isn't the monitoring device

We are looking at how data can retrospectively, or in real time, interact with the off-box device to provide additional insights about patients. Looking at ways to analyze data on a patient level and a cohort level.

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V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Transcription Outsourcing, LLC
Company Name

Date: September 1, 2021

1780 S Bellaire St Suite 400
Street Address of Company

bwalker@transcriptionoutsourcing.net
Email Address


Denver, CO 80222
City, State, Zip

Ben Walker
Contact Name (Print)

720-287-3710
Business Phone

303-638-9309
13-Hour Telephone

303-952-9897
Fax


Signature of Officer, Partner or Sole Proprietor

Ben Walker
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

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VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: TRANSCRIPTION OUTSOURCING, LLC

ADDRESS: 1780 S BELLAIRE ST SUITE 400

CITY: DENVER

STATE: CO

ZIP: 80222

PHONE: 720-287-3710 FAX: 303-952-9897

TAX ID #(TIN): 27-2983097

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Corporation
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Government Agency

SIGNATURE:  DATE: September 2, 2021

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PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to: Minutes Transcription Services / Proposal No.:RFP-8202021JD-0-2021/JD

(Name of Project)

, Proposer Transcription Outsourcing, LLC hereby certifies

(Name of Proposer)

the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Ben Walker 
Proposer's Authorized Agent

2	7	-	2	9	8	3	0	9	7
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

Subscribed and sworn to before me
this 2nd day of September 2021

State of Colorado County of Denver
Subscribed and sworn before me on September 2nd, 2021
(Date)
Zedoc Barnaby
(Notary Signature)

Zedoc Barnaby
Notary Public

Zedoc Barnaby
Notary Public
State of Colorado
Notary ID 20204029545
My Commission Expires August 24, 2024

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of Colorado, which operates under the legal name of Transcription Outsourcing, LLC, and the full names of its managers or members are as follows:

Manager or Member: Benjamin K. Walker

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Names and Addresses of All Members of Partnership:


The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the State of _____

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

(d) **Sole Proprietor** _____

The Proposer is a ~~Sole Proprietor~~ whose full name is: Ben Walker and if operating under a trade name, said trade name is: Transcription Outsourcing, LLC which name is registered with the office of The Secretary of State in the State of Colorado.



5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES NO (circle one)

Insurer's Name Travelers Insurance

Agent Mariel Blandon

Street Address 150 W 28th Street Suite 301

City, State, Zip Code New York, NY 10001

Telephone Number 212-641-0429 ext 1002

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Transcription Outsourcing, LLC

Print Name and Title of Authorizing Signature: Ben Walker

Signature: 

Date: September 1, 2021

Village of Downers Grove

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

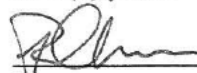
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Ben Walker
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name