

RESPONSE TO WORKFORCE WEST VIRGINIA

TRANSCRIPTION SERVICES

RFQ WWV14127

Prepared: September 24th, 2013

Submitted by:

Verbatim Reporting & Transcription, LLC

Contact: Lisa M. Dees

Corporate Mailing: P.O. Box 58644

Houston, TX 77258

(321) 684-0864 (direct)

(520) 303-7356 (ofc)

(520) 844-9366 (fax)

lisad@verbatimrt.com

10/02/13 09:02:20 AM
West Virginia Purchasing Division

VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

RFQ WWV14127

Our submission of this response to the Request for Quote is intended to serve in part as our acknowledgment and agreement to the terms set forth in the RFQ for Transcription Services for the Workforce West Virginia. Please feel free to contact us if you have additional questions.

Opening Comment

It is our pleasure to submit for your consideration the attached response to your RFQ WWV14127 for Outsourced Transcription Services. We thank you for your consideration and welcome any questions you may have.

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VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

SECTION 1 – SIGNED AND DATED SOLICITATION



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER	PAGE
WV14127	1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

RFQ COPY

Verbatim Reporting & Transcription

2 East Congress St. Suite 900
Tucson, Az 85701

WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
CHARLESTON, WV
25305-0112 304-558-2631

DATE PRINTED
08/28/2013

BID OPENING DATE 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING BIDS FOR A "OPEN-END" CONTRACT TO PROVIDE TRANSCRIPTION SERVICES OF HEARINGS CONDUCTED BY THE "BOARD OF REVIEW" PER THE ATTACHED SPECIFICATIONS AND TERMS & CONDITIONS.						
0001	30,000	EA	961-72		** \$12.00	** \$360,000.00
				TRANSCRIBING HEARINGS FROM CASSETTE OF DIGITAL RECOR		
0002	7,000	EA	961-72		** \$12.00	** \$ 84,000.00
				TRANSCRIBING TELEPHONE DICTATION		
0003	20,000	EA	961-72		** \$12.00	** \$240,000.00
				TYPING OF DECISIONS/ORDERS		
** Note ** All pricing is assuming a 48 hour turnaround as stated in the RFQ with reference to typing Decisions. Optional pricing is available upon request for 3 day, 5 day, 1 week, 2 week and 30 day turnarounds.						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(520) 303-9366	September 24, 2013
TITLE	20-3914344	ADDRESS CHANGES TO BE NOTED ABOVE
CEO		

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER	PAGE
WVV14127	2
ADDRESS CORRESPONDENCE TO ATTENTION OF	
GUY NISBET	
304-558-8802	

RFQ COPY
Verbatim Reporting & Transcription

2 East Congress St. Suite 900
Tucson, Az 85701

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CHARLESTON, WV
25305-0112 304-558-2631

DATE PRINTED
08/28/2013

BID OPENING DATE	09/26/2013
------------------	------------

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	300,000	EA		961-72	** \$0.60	** \$180,000.00
	DOCUMENTATION COPYING			(EXTRA COPIES OF TRANSCRIPTS)		
***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL:						** \$864,000.00
<p>** Note ** All pricing is assuming a 48 hour turnaround as stated in the RFQ with reference to typing Decisions. Optional pricing is available upon request for 3 day, 5 day, 1 week, 2 week and 30 day turnarounds.</p>						
SIGNATURE				TELEPHONE		DATE
				(520) 303-9366		September 24, 2013
TITLE		FBN		ADDRESS CHANGES TO BE NOTED ABOVE		
CEO		20-3914344				

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

VERBATIM REPORTING & TRANSCRIPTION, LLC RESPONSE TO

REQUEST FOR PROPOSAL

SECTION 2 – CONTRACT MANAGER

REQUEST FOR QUOTATION
WWV14127 for Transcription Services

Contract Manager:	<u>Lisa Dees</u>
Telephone Number:	<u>321-684-0864</u>
Fax Number:	<u>520-844-9366</u>
Email Address:	<u>lisa@verbatim.com</u>

VERBATIM REPORTING & TRANSCRIPTION, LLC RESPONSE TO
REQUEST FOR PROPOSAL

SECTION 3 – PRICING PAGE

PRICING PAGE FOR WWV14127

HEARING & DECISION/ORDER TRANSCRIPTION SERVICES

DO NOT ALTER PRICING PAGE

DESCRIPTION	ESTIMATED ANNUAL PAGES	COST PER PAGE	EXTENDED ANNUAL COST
Transcribing Hearings from Cassette Tapes of Digital Recordings	30,000 x	\$ 12.00	\$ 360,000.00
Transcribing Telephone Dictation	7,000 x	\$ 12.00	\$ 84,000.00
Typing of Decisions/Orders	20,000 x	\$ 12.00	\$ 240,000.00
Documentation copying (extra copies of transcripts)	300,000 x	\$.60	\$ 180,000.00
			TOTAL 5864,000.00

**** NOTE**** All pricing is assuming a 48 hour turnaround as stated in the RFQ with reference to typing Decisions. Optional pricing is available upon request for 3 day, 5 day, 1 week, 2 week and 30 day turnarounds.

VERBATIM REPORTING & TRANSCRIPTION, LLC RESPONSE TO

REQUEST FOR PROPOSAL

SECTION 4 – CERTIFICATION AND SIGNATURE PAGE

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Verbatim Reporting & Transcription

(Company)

(Authorized Signature)

Kimberly McCright, CEO

(Representative Name, Title)

(520) 303-7356

(520) 844-9366

(Phone Number)

(Fax Number)

September 24, 2013

(Date)

VERBATIM REPORTING & TRANSCRIPTION, LLC RESPONSE TO

REQUEST FOR PROPOSAL

SECTION 5 – VENDOR PREFERENCE CERTIFICATE

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code §5A-3-37**. (Does not apply to construction contracts) **West Virginia Code §5A-3-37** provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 60% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certify that, during the life of the contract, on average at least 75% of the employees of Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules**
☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid, or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects, and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: **Verbatim Reporting & Transcription**

Signed

Date: **September 24, 2013**

Title: **CEO**

VERBATIM REPORTING & TRANSCRIPTION, LLC RESPONSE TO
REQUEST FOR PROPOSAL

SECTION 6 – PURCHASING AFFIDAVIT

RFQ No. WWV14127

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Verbatim Reporting & Transcription

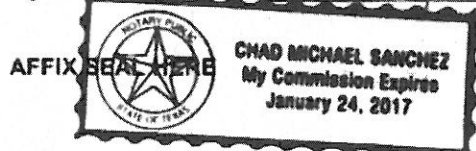
Authorized Signature: [Signature] Date: 9/25/13

State of Texas

County of Galveston to-wit:

Taken, subscribed, and sworn to before me this 25th day of September, 2013.

My Commission expires January 24, 2017.



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)

VERBATIM REPORTING & TRANSCRIPTION, LLC RESPONSE TO
REQUEST FOR PROPOSAL

**SECTION 7 – ADDENDUM
ACKNOWLEDGEMENT FORM**

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWV14127

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verbatim Reporting & Transcription

Company

Authorized Signature

September 24, 2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

SECTION 8 – REFERENCES and EXAMPLES OF WORK

References listed below have been clients of VRT since its inception. For your convenience, we have listed the contract requirements and expectations as set forth by each of these jurisdictions. Based upon our knowledge, experience, and contract performance, VRT was again awarded these contracts in 2012 for an additional contract term.

Ken Crenshaw - Administrator
(602) 506-3269
kcrensa@superiorcourt.maricopa.gov

Electronic Records Services
Judicial Branch of Arizona
Superior Court
175 W. Madison Street
South Court Tower -12 Floor
Phoenix, AZ 85003

This contract is for the purpose of providing transcription services for electronic audio-video recordings of proceedings held in the Superior Court of Maricopa County which currently has 80+ digital recording courtrooms. Requirements under the contract:

Must maintain equipment for transcription of digital or multi-track electronic analog records, including computer equipment and software, footswitch, powered speakers and/or headphones. Ability to produce transcripts that conform to the formatting and content standards set forth in the Arizona Transcript Standards Manual (Reference Chapter 6, Section 1-603 of the Arizona Code of Judicial Administration. Produce accurate transcripts (e.g. 98% or higher rate of accuracy). Maintain regular business office hours, with telephone and email access and a two-hour response time. Deliver transcripts timely. All transcripts shall be delivered within the time deadlines set forth by statute, Rule or as may be ordered by the Court. Have the established transcript pick-up and delivery process. Have established billing system. Financial solvency (e.g., no cases in bankruptcy court, no back taxes owed, etc.).

Qualifications:

- * All transcribers in the firm working under this contract must meet minimum qualifications: Certification through the American Association of Electronic Reporters and Transcribers or Arizona Certified Court Reporters.
- * No record of felony convictions or pending criminal charges.
- * No outstanding fines, fees, court costs or other financial obligations to any Court.
- * The Contractor should have experience performing transcription services in local, state, or federal courts.
- * The Contractor must be able to support and transcribe media created by the For-The-Record software in both audio-only format, created by FTR Gold, and in the audio-video format created by the FTR Record Recorder.
- * The Contractor must be able to support and transcribe media created by Jefferson Audio Video Systems software (JAVS).
- * The Contractor shall have the capability to provide original transcripts in paper or in an electronic form, as directed by the technical representative.
- * The Contractor shall have the ability to accept electronic delivery of recorded materials via FTP or other electronic transport method, and shall have the capability to pick up

available media from the Court's electronic recording personnel in the event of electronic failure. This will allow the ability to continue transcript production within requirement schedules.

- * The Contractor must have the ability to electronically file original transcripts with the Clerk of the Superior Court or with the Court of Appeals as may be required.

Additional Requirements for Transcripts Produced for Juvenile Appeals:

- * Juvenile Court Administration shall provide the FTR audio, corresponding minute entry and order sheet sent to contractor at a designated electronic address.
- * Contractor shall e-file the original transcript with the Court of Appeals within the 15 business days of receiving the transcript order unless otherwise ordered by the court.
- * Contractor shall deliver the specified number of hard copies of the transcript to the designated Juvenile Court facility within one business day of e-filing the original transcript with the Court of Appeals.
- * Contractor shall notify Juvenile Court Administration, by email, within 5 business days of receiving the transcript order if the Contractor needs to request an extension of time to complete the transcript.
- * For those transcripts which are "Court" ordered "rushed" the transcript must be processed and delivered to the designated Juvenile Court facility within a 72 hour timeframe.
- * Transcripts for the Juvenile Probable Cause hearings shall be completed within 20 days of contractor receiving the transcript order from Juvenile Court, unless otherwise ordered by the court.

Kathleen Amand, Supervisor
907-350-6569
kat-amand@gei.net

Alaska Court System
Appellate Records Office
444 H Street
Anchorage, Alaska 99501

The Alaska Court System ("ACS") has three types of transcript work. That which must be completed within 30 days after it is assigned is referred to as "30-day work", that which must be completed within 15 days after it is assigned is referred to as "15-day work", and that which must be completed within 7 days after it is assigned is referred to as "7-day work". VRT is a Primary Contractor under each category. Under this contract we are required to accept 4,750 pages on a monthly basis and more often than not exceed that minimum requirement by a few thousand.

Transcripts must be prepared in accordance with the official form prescribed by the most recent version of the Alaska Manual of Transcript Procedures and all subsequent versions and supplements of the Manual of Transcript Procedures. Transcripts are submitted via electronic copy of the transcript in the condensed format described in the Manual of Transcript Procedures (four condensed pages of transcript per full page) and one copy formatted in the following: Word Perfect for Windows 6.0 or higher or Microsoft Word. All electronic copies of the transcript must match page per page, line per line. Each copy of transcript must be a complete document and include the transcriber's electronic signature on the certificate page in the last volume.

ACS has the right to terminate the contract if, over the life of the contract, including all extensions, more than eight transcripts must be returned for correction of errors, including major errors under Section 1.6.2 and format errors, under Section 1.6.3, or two transcripts are rejected within a six-month period, or three transcripts are rejected within a one-year period, or the court learns of disclosure of confidential information received by a Contractor or its employees in the course of transcribing, or the Contractor received written notice from ACS of a material breach of the contract and fails to cure the breach within a reasonable amount of time as determined by the ACS transcript coordinator, or the Contractor submits a transcript that lacks a signed certificate from any person who transcribed a portion of the transcript, or the Contractor fails to submit a background check form completed by an employee or subcontractor prior to the time that the employee or subcontractor first prepares a transcript, or fails to immediately report criminal charges pending against the Contractor, a principal or officer of the Contractor, or an employee or subcontractor of the Contractor.

Again, in 2012 both of these contracts were awarded to VRT for an additional contract term based on our excellent performance and ability to meet the stringent contract terms and expectations as set out by the courts.

Experience

VRT utilizes the latest in FTR digital recording and transcription software. In 2012, VRT became a Premiere Partner Reseller for FTR and currently provides consultation to courts across the country regarding finding and training on the best implementation of resources and technology to ensure the verbatim capturing of the record. VRT is currently the second highest Premiere Partner Reseller of FTR recording solutions.

VRT has been providing transcription services to various agencies across the country since 2005. We transcribe confidential grand jury proceedings, civil and domestic trials, and confidential parent/child terminations, criminal trials including Murder in the 1st degree, as well as probate and family court matters. Our transcriptionists adhere to a confidentiality policy and execute agreements related to same, a copy of which has been attached for your review. Prior to 2005, the owner of VRT, Kimberly C. McCright, provided digital reporting and transcription services to Immigration and Customs Enforcement for disciplinary hearings, as well as JAG trials for the United States Air Force. Our digital reporters and transcriptionists have extensive experience with disciplinary matters in most governmental arenas and have a combined expertise which far exceeds our industry standard.

The following two references can attest to our superior management and coordination of the day-to-day services to VRT clients:

Shelly Ajoub - Supervisor
(702) 455-4283
ajoubsa@co.clark.nv.us

Eighth Judicial District Court
Transcript Video Services
601 North Pecos Road
Las Vegas, Nevada 89101

The Family and Juvenile Court of the Eighth Judicial District Court has a total of 20 Judges presiding. Transcript turnaround times requested are anywhere from 24 hours to 30-days. Kimberly oversees the calendaring, assigning, e-filing and production of transcripts for this Court and has for the past seven years. She is in constant communication with the Court to ensure only the best services are being provided.

Donna Savovic - Digital Court Reporting Supervisor
407-836-2195
cterds1@ocnjcc.org

Ninth Judicial Circuit Court
425 North Orange Avenue
Orlando, Florida 32801

VRT began providing transcription services to Ninth Judicial Circuit Court in late 2012. Since that time, VRT has worked very closely with the Court to create a master format for the Circuit and to streamline the transcription process to ensure the Court process stays on track as it relates to the transcription component.

Example Transcripts

**** Due to the general size of our transcripts we are furnishing you with excerpts to reduce printing.**

See attachments "A" – Excerpt of transcript with Keyword Index

See attachment "B" – Excerpt of transcript with Keyword Index in condensed format

See attachment "C" – Excerpt of Transcript

VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

SECTION 9 – CAPABILITIES AND WORK PLAN

Fulfilment Plan

Kimberly C. McCright, CEO and President and Fiona Hall, Director, have successfully owned and operated digital reporting and transcription firms in the United States and abroad, since 1989. As VRT, we have been providing digital reporting and transcription services to various courts and agencies since 2005. VRT prides itself on over eight years of experience in seamlessly implementing new procedures to minimize start-up activities necessary for new accounts. We have a tried and true formula for streamlining the digital reporting and transcription process as evidenced below.

All of VRT's clients are assigned a VRT Liaison. Under the direction and guidance of Kimberly C. McCright, the Liaison will personally oversee the entire life cycle of a transcript from its initial request through its transcript delivery. Likewise, our production coordinator will assign a primary team of transcribers specifically trained and proficient with the nuances and requirements of Work Force West Virginia. These transcribers become familiar with the staff, processes, and unique terminology, supporting the fastest return of high quality and accurate transcripts.

- Upon award of the contract, the VRT Liaison will immediately meet with Work Force West Virginia personnel to:
 - Develop the timeline for implementation of the new contract;
 - At this meeting, the VRT Liaison will confirm the Work Force West Virginia and VRT priorities for the project rollout; and
 - Schedule training with the Work Force West Virginia
 - Designee for the VRT portal.
- Once training has been completed, the Work Force West Virginia designee will have portal access to request and schedule transcripts on a 24/7/365 basis.
 - The VRT portal will allow the Agency designee to request transcripts, upload the subject audio and/or video recordings to our secure content server, attach any pertinent documents related to the request and determine the appropriate turnaround time.
 - The scheduling triggers our internal confirmation processes. The VRT Liaison and VRT management, are immediately notified of the new event via alerts.
 - Upon alert, the VRT Liaison will send a confirmation email (as well as via telephone in the case of emergency requests for transcripts) to the GMU designee. All attachments are verified at this time.
 - Upon confirmation, the VRT Liaison will notify the transcription coordinator of the requested assignment.
 - When completed, the transcription, originals and copies are disseminated to parties as designated (via e-file, email, hard copy FedEx) by the GMU designee.

VRT Transcriptionists

VRT transcriptionists are held to a 99 percent standard and are continuously educated on new procedures, formats, better and more efficient ways of transcribing and producing the record for our clients. We provide constant feedback on their performance, and we welcome the same from our clients. VRT transcriptionists are taught to include with their completed transcripts a list of verified and unverified spellings, indiscernibles, and audio problems related to their transcript. While in proofreading, items in the list are addressed and corrected, if warranted.

VRT Transcriptionists are continuously evaluated. Initially, all transcriptionists are proofed 100 percent against the audio. Once a transcriptionist has been released from 100 percent audio proofing, their transcripts are 100 percent content proofed, with a minimum of ten percent audio proofing required on each transcript.

Quality Control

Our company is considered by its clients and industry to have highly efficient transcriptionists, renowned for flexibility, high quality accurate transcription services and timely turnaround on all transcripts. Client satisfaction and quality of service are high priorities of the company. VRT maintains these standards of service due to our focus on client needs, the company's management structure, and business practices and staff expertise. We have the depth of resources to provide fast turnaround of high quality transcription services, and are accustomed to meeting the specific transcription requirements for our varied clients.

Internal Quality Assurance Procedures

VRT is a service company that has always managed the quality of its operations. In line with past trends to adopt quality standards, especially when supplying the Government, we implemented our own in house quality assurance process. We are confident that our in house process will adequately assure the production of a quality service.

We have adopted the KISS standard of doing business and based on this, have developed a very streamlined and user friendly approach to the scheduling of DCRs and the preparation and distribution of transcripts. We have one point of contact with the authority to discuss cases, address concerns, and immediately implement changes. Our team has a passion for what they do and take great pride in their part in our industry. Our goal is to provide the best reporting and transcription possible with the least amount of burden to our client.

Quality Control/Tip meetings are conducted via Skype on a weekly basis with reporting and transcription teams and individual transcriptionists. Reporter issues, transcript format questions, issues, concerns, and new technologies are introduced at these meetings. Clients are invited to participate as we welcome feedback and suggestions on the best way to meet your needs.

Statistics are maintained on every case received by VRT. We are able to generate reports related to the number of proceedings, pages generated, reporters and transcriptionists assigned, dollars

spent per contract, as well as forward looking projections based on past performance. We circulate weekly agendas to key personnel regarding upcoming cases, due dates, reporter and transcriptionist availability and scheduled trainings. As we are technologically savvy, we adapt our reporting processes to our Clients' needs. If you want it, we will develop the process.

We have a multi-level assignment process which involves dual-calendar of upcoming hearings, incoming audio and email alerts related to download of assigned audio, upload of completed transcriptions, and audio download notifications. We also maintain a hard copy of all incoming assignments detailing due dates, DCRs assigned, and delivery of the completed transcription to the ordering party.

As well as internally assessing our service standard, we welcome second party (client) certification and assessment of the services we provide, and this will be conducted on a regular basis for the duration of the contract.

Our daily work includes a number of quality control processes and check that have been built in. The following list provides some examples of our quality system and approach:

- Close inspection of all process outputs to detect quality variations.
- Continual monitoring of processes for effectiveness and efficiency.
- Re-engineering of workplace practices and procedures as required to address any consistent quality issues.
- Continual liaison with clients regarding their satisfaction of service provided.
- On a daily basis the entire process of transcript production is monitored and controlled and where variations in quality are detected, immediate steps are taken to identify the cause and to rectify the problem.
- Transcriptionists are informed of the contractual obligations relating to service level agreements with clients. Typist and monitors are continually reminded of the stringent quality expectations required by VRT through regular team meetings.
- Transcriptionists are provided with extensive research material to ensure that they are well versed with all technical situations and are encouraged to undertake additional courses that will assist their ability and understanding of the legal profession.
- VRT provides resources and internet research tools for all staff members to ensure accurate transcripts. DCRs are trained to collect and research correct spellings.
- Ongoing monitoring identifies if the solution was effective, if not, the issue is re-examined and alternative solutions implemented. When a problem is not detected internally, but by the client, constant liaison with the client ensures the matter is resolved to the satisfaction of both parties.
- Any quality issues are sent out immediately in the form of a memo to all concerned and the problem is dealt with openly and honestly.

We offer a high level of value-added in our provision of services as follows:

- Our approach to recruitment and training of staff.
- A focus on skill development of Senior Management by providing opportunity for professional and personal growth.

- Empowerment of our Professional Managers inviting input and decision making.
- Commitment to attracting and retaining high quality staff.
- Research and Development for faster and more efficient ways of delivery while maintaining cost efficiency and value.
- Encouragement of continuous improvement and innovation from management and employees in improving transcription services for clients.
- Continued attendance at Conferences relating to Education in relevant Technology.
- VRT consistently reevaluates our cost structures and systems and monitors and redefines cost management strategies as part of our ongoing business development.

Capability and method to fulfill request for Transcription services

VRT transcriptionists are located across the United States including the states of Texas, Florida, Colorado, New Mexico and Arizona Kansas and New Jersey. It is our intention upon award of this contract to utilize VRT transcriptionists from our current locations and, consistent with our growth plan, to establish additional satellite offices as needed equipping us to meet the increase in demand.

Each team is assigned a team leader who governs the case workflow in both the court reporting and transcription. This team leader is also responsible for ensuring that transcripts are accurate and that the team is provided all of the tools necessary to meet VRT's high quality standard. The team leader, in conjunction with the Liaison, is dedicated to the highest level of digital reporting and production of a true verbatim transcript, ensuring all resources are utilized to meet your deadlines.

It has been our experience in the recording and preparation of sensitive legal matter that confidentiality is a pertinent issue and potential problem. As many of VRT's contracts contain confidential and sealed proceedings, VRT's reporters and transcriptionists execute confidentiality agreements. In addition, we require all reporters and transcriptionists working on confidential material to commit to criminal background checks and provide employment history. Our teams are unique to many other reporting and transcription firms in that their backgrounds are in the legal industry and therefore, they understand the ramifications of violating confidentiality.

Selection and Training Approach

We will select and specially train current **transcriptionists** for Work Force West Virginia work.

VRT ensures, selects, and supports its team in a number of ways:

- Fast accurate typists with not less than 85 wpm.
- Skilled staff, often law students.
- Comprehensive and high quality training and support for staff.
- Multi-skilled staff to backup other staff in an emergency.
- Engagement of specialist support staff to process documents/exhibits and proofread

transcripts.

- Careful selection of teams to work on cases, taking into account their combined skills, specialization and ability to work together.
- Staff has in depth knowledge of various client needs across different states and jurisdictions.
- Availability of regularly updated procedural manuals.
- Creation of glossaries for teams to share the correct spelling of names, technical terms, cases, etc.
- Availability of a wide range of current reference material in both hard copy and electronic formats.
- Identification of experts in various industries that we have immediate access to, to verify technical terminology, etc.
- Use of macros to assist typist consistency and speed.
- Open communication channels and flat organization structure. This flow of communication is vital for accurate and timely delivery of reporting and transcription. This has further been improved with the implementation of electronic systems.

We follow an in-depth but simple process when it comes to training our DCRs and transcriptionists. This method is used for new DCRs and transcriptionists and for special training for new clients. The following steps are undertaken:

- Prepare - Trainer and Trainee notified of starting time. Trainer prepares all necessary equipment and training materials.
- Present - Trainer goes through introduction to client processes for reporting and transcription (this will include the specific requirements for NLRB), and takes the trainee through all training resources including transcription software/equipment, our computer systems, manuals, samples, macros, etc. Trainee shadows a “buddy” to get him/her started.
- Tryout - Trainee begins to type delayed transcript or log notes and asks any questions during this process if necessary. Trainer is on hand to assist where necessary.
- Follow up - Trainer sound checks work completed by Trainee and provides detailed verbal and tracked feedback to ensure trainee understands any errors picked up, key words missed.
- Steps 3 and 4 are continued over a period of two weeks or until both Trainer and Trainee are confident trainee is ready to be trained on providing the services as required. Feedback is provided on an ongoing basis to ALL DCRs and transcriptionists regardless of experience.

A Training Needs Analysis is performed by the Office Manager using information inclusive of:

- Current productivity levels of DCRs and transcriptionists;
- Availability per day of DCRs and transcriptionists;
- Experience level of DCRs and transcriptionists - depending on their performance levels;
- Current work volumes;
- Projected work volumes; and

- Feedback from Quality Assurance Team Leaders.

Retention of Staff – our main asset

Retention of DCRs and transcriptionists is very important to us; motivation breeds excellence. We provide the following in order to retain our team:

In depth training procedures outlined above with continued follow-up and feedback in order to maintain the confidence level of our team, which minimizes stress.

Performance reviews are provided formally annually, although communication lines are always open should anyone have any questions or require feedback, whether positive or constructive, during their time with us.

We prefer to multi-task all team members enabling them to transcribe or report for a variety of jurisdictions or clients using a variety of macros and manuals. This ensures our team does not become complacent in one particular task and are continually developing and learning; providing their performance meets our exacting standards.

VRT has an open door policy where two-way communication is always encouraged.

Company Certification

Verbatim Reporting & Transcription LLC is a Corporate Member of the American Association of Electronic Reporters & Transcribers (AAERT), the digital court reporting and transcription industry's equivalent to the NCRA and locally, the Texas Court Reporters Certification Board (TCRCB).

AAERT is a nonprofit mutual benefit corporation organized to provide education and certification for professionals engaged in electronic reporting, transcribing, and supportive employment roles, and to promote public awareness and acceptance of the electronic reporting industry.

As with the TCRCB, AAERT subscribes to our industry Code of Ethics, and administers the only nationally recognized certification for digital reporters and transcriptionists in the United States. Kimberly McCright, CEO of VRT, has been an active member of AAERT since 2006 and served as the Board Vice President and Government Relations Chair for several years.

As such, we would request the acceptance of our membership in AAERT as meeting the criteria in this Section.

Systems

We are highly committed to utilizing up to date information technology and to support the fast and efficient production of transcripts.

The system is compartmentalized to allow VRT to be as flexible as is necessary. Where available (from the supplier) we have dedicated links for some suppliers.

The system has the capacity to stream audio and video as needed.

The system has many layers of disaster recovery built into it. So if any compartment of the system were to fail the business as a whole can continue to operate.

We have fast and secure links for internet traffic. VRT's outgoing internet traffic goes out over a secure link. This helps with monitoring and reduces our exposure to external threats.

- Up to date desktop and laptop networked machines are used all with relevant software installed.
- VRT has equipment maintenance contracts in place with quick turnaround times.
- Software is configured to conduct automatic back-ups of documents.
- VRT uses a two tier electronic transcript back-up system.
- VRT's computers are networked to a domain server, which stores our working and archived files, however each workstation has the capacity to stand alone.
- Mission critical IT hardware such as the servers, routers, network switches, monitor stations etc, are all powered by uninterruptible power supplies (UPS). This added reliability further adds to VRT's ability to provide on time and accurate transcripts.
- VRT has a RAID system on its server enabling faster delivery speed of data and fast recovery in the event of a hard disk failure.
- Firewall protection is on the router and anti-virus protection is on the server and all computers with internet access.

Secure File Transfers

Safeguarding data during transit is paramount to our business and to our clients. As such VRS only utilizes SAS70 type II/SSAE16 compliant data centers ensuring that your data is protected by the industry's gold standard for the robust delivery and security of data. Automated data handling by our file systems ensure that your files remain under our full control at all times. All data transmissions are protected using military grade 128-bit Secure Socket Layer (SSL) encryption security, thus ensuring that your data is never exposed during transport from your computer to our data center. Every account holder is required to sign-in using a Hypertext Transfer Protocol Secure (HTTPS) enabled browser, thereby protecting the password and user ID login information from electronic eavesdropping. No user may access an account without a unique, registered user ID and password. For our customers demanding the highest level of data sensitivity, we provide encryption of your file while is stored on our server. This extra security measure protects your data in the extremely unlikely event of unauthorized access to the data servers. Even if an intruder could access your data, it is encrypted using military-grade 256-bit Advanced Encryption Standard (AES) security. Our file transfer and storage is compliant with HIPAA, SAS 70 Type II, SSAE16, PCI DSS, FIPS 140-2, and many more.

VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

ATTACHMENT "A"
EXCERPT OF SAMPLE TRANSCRIPT
WITH KEYWORD INDEXING

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT

STATE OF ALASKA,)
)
)
Plaintiff,)
)
vs.)
)
ISAIAH T. BELCHER,)
)
Defendant.)

No. 3PA-12-03212 CR

VOLUME II

TRANSCRIPT OF PROCEEDINGS

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DISCLAIMER

Transcripts Prepared for the Alaska Court System

The Alaska Court System has accepted this transcript based on either review of a random sample or without review because the transcriber's prior work has consistently met court system standards. Because it is possible that this transcript may contain some errors, the court system encourages parties to listen to the recordings of critical portions of the proceedings and to bring any significant errors to the ACS Transcript Coordinator's attention immediately.

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TRIAL BY JURY (EXCERPT)

BEFORE THE HONORABLE PATRICIA DOUGLASS
Superior Court Judge

Palmer, Alaska
March 5, 2013
9:39 a.m.

APPEARANCES:

FOR THE PLAINTIFF:

KERRY CORLISS
Assistant District Attorney
515 East Dahlia Street
Suite 150
Palmer, Alaska 99645

FOR THE DEFENDANT:

JEFF BRADLEY
Assistant Public Defender
515 East Dahlia Avenue
Suite 100
Palmer, Alaska 99645

P R O C E E D I N G S

1
2 Courtroom 6

3 9:39:02

4 THE COURT: Okay. Karen, do you know why this file is on
5 my desk? Am I doing something today with that that I'm not
6 aware of?

7 THE CLERK: I -- no.

8 THE COURT: Okay.

9 THE CLERK: You know what? It was probably left.....

10 THE COURT: Left over?

11 THE CLERK: Yeah.

12 THE COURT: That's good. All right. Let me get organized
13 here. I usually come down a little early before you all get
14 here because it takes me a while to get organized. And, Mr.
15 Bradley, I do remember you from last summer. How are you
16 doing?

17 MR. BRADLEY: I'm good. How are you today, Judge?

18 THE COURT: Ms. Corliss, I don't -- have we -- I don't
19 think I.....

20 MS. CORLISS: I don't think so, Your Honor.

21 THE COURT:ran into you last year when I was coming
22 to Palmer, did I?

23 MS. CORLISS: I think I saw you on the bench once, but I
24 wasn't in front of Your Honor that day, so nice to meet you,
25 Your Honor.

1 THE COURT: Nice to meet you, too. ll right. Should we
2 go on the record? Oh, we're on the record.

3 THE CLERK: Yes, we are.

4 THE COURT: Okay.

5 THE CLERK: Sorry.

6 THE COURT: Good morning. And we're on the record this
7 morning in 3PA-12-3212 criminal, State of Alaska versus Isaiah
8 T. is it Belcher or Belker (ph), sir?

9 MR. BELCHER: Belcher, ma'am.

10 THE COURT: A ch. Okay. I'll remember that. All right.
11 We are set for trial this morning. Counsel, are both of you
12 ready to go forward?

13 MS. CORLISS: Yes, Your Honor.

14 MR. BRADLEY: We are. There is one pretrial issue the
15 state had noticed up.

16 THE COURT: Well, I hadn't quite got to that. I have
17 actually more than one pretrial matter.

18 MR. BRADLEY: Yeah.

19 THE COURT: What's the first one you wanted to address,
20 Mr. Bradley?

21 MR. BRADLEY: The state had noticed up their intent to
22 rely on 404(b) evidence.....

23 THE COURT: Right.

24 MR. BRADLEY:for prior theft. We had objected to
25 that. Currently I think the notice is simply deficient on its

1 face, that it's forum pleading. It says, you know, for one of
2 these reasons it fits, but there's no analysis, there's nothing
3 that says how -- what they're off -- proposing to offer would
4 be used to fit any individual, one of the exceptions.

5 THE COURT: All right. Now, I -- this is a little bit
6 unusual. The file as I was reviewing it yesterday, I had the
7 objection, Mr. Bradley's objection, but I didn't have the
8 notice of intent. I got that this morning and I did look at
9 it. Ms. Corliss, maybe you would like to address those issues
10 that Mr. Bradley has brought up.

11 MS. CORLISS: Yes, Your Honor. It's simply a notice and
12 it's not unlike any notice that you see when the defense files
13 a notice of self-defense. The rule requires a hearing, so we
14 typically take up those issues at the hearing and I'll do that
15 now.

16 Your Honor, just the facts and circumstances of this case.
17 The defendant -- it's going to be alleged that the defendant
18 was at Walmart when he exited the store with a number of items,
19 including a television. As he was approached by loss
20 prevention officers at Walmart, he was asked to produce a
21 receipt. He indicated he had thrown the receipt away. He had
22 told the loss prevention officer who questioned him as to what
23 he would do if he didn't -- if he wanted to return his
24 television, and the defendant said that he would simply pawn
25 the t.v. instead of return it. And it was la -- it was

1 discovered then by loss prevention that the defendant never
2 paid for the television through videotape evidence. And the
3 defendant left the store with the items and was not arrested on
4 that same date.

5 Certainly from the facts and circumstances in this case,
6 it seems that the defendant is going to dispute that he
7 actually stole these items. We're here at trial. That's what
8 he's going to do. So certainly intent becomes a big part of
9 the case. Lack of mistake certainly becomes a part of the
10 state's case. It is information that we could use the 404(b)
11 for.

12 In turning to the 404(b) case, it is quite similar to this
13 case. It was an Anchorage case in which the defendant was
14 investigated for taking items from the Bed, Bath and Beyond.
15 He was later convicted of that offense. So we're not talking
16 about a case in which he hasn't been convicted. He has been
17 convicted of this offense.

18 Officers had conducted their investigation of Mr. Belcher
19 and some of his friends and he was -- had stated to who the --
20 to Officer Gionson that he had purchased the items from Bed,
21 Bath and Beyond when, in fact, he had not. So, again, it's
22 certainly relevant information. Now the question is for the
23 Court as to whether or not it's overly prejudicial at this
24 point in time.

25 In speaking with Mr. Bradley in terms of what they might

1 allege as a defense, I really don't know at this point. All I
2 know is that Mr. Bradley indicated he had thought of something
3 over the weekend a couple of weeks ago when this matter was
4 originally set for trial, so at this point the state can only
5 imagine what it is that Mr. Bradley will allege. But we
6 certainly know that the defe -- what the defendant's excuse was
7 at the time was that he paid for the items when, in fact, he
8 didn't.

9 So the evidence is certainly probative of that fact. And
10 in terms of being overly prejudicial, it's not overly
11 prejudicial. It's another theft case. It's not something
12 that's going to cause the jury to -- you know, I always think
13 in terms of say this was, you know, another conviction of
14 import such as murder or something like that. It's not
15 anything that's going to overly prejudice the defendant and it
16 is certainly probative to the state's case and it's going to
17 give us the ability to prove up intent, absence of mistake, and
18 any -- a number of the other reasons cited in our notice.

19 And perhaps it would become more tailored as trial would
20 go on. Certainly, we're not suggesting that we need it for all
21 of those purposes, but it may also be that some of these other
22 purposes get fleshed out as we get through opening statements,
23 through jury selection, and things of that nature, and the
24 defendant's defense becomes apparent to the state.

25 So that's where we're at with it. I don't need to voir

1 dire on it. I don't intend on making it a huge part of the
2 case. I typically don't even include that information in my
3 opening statement. It's something that we would call the
4 officers for to come and testify about, and then put in the
5 conviction -- the certified conviction. So it's not anything
6 that the state, you know, hinges its entire case on to give it
7 an overly prejudicial effect. That's just part of the course
8 of our evidence.

9 THE COURT: So you do in -- if this is allowed, you do
10 intend to call an officer to talk about the facts of this case?

11 MS. CORLISS: Yes, Your Honor, the APD officers are --
12 have been subpoenaed to testify about their contact with the
13 defendant. I believe one officer had contact with the
14 defendant. The other one was the investigator on the case. So
15 the second officer who had contact with the defendant and where
16 the defendant indicated that he had paid for these items when,
17 in fact, he hadn't is the information that I think is probative
18 and relevant to the state's case and certainly something we
19 should be allowed to present our case in chief in order to
20 prove up the intent element of this particular crime or absence
21 of mistake.

22 You know, whether he's going to say he wandered through
23 store security without -- absent mindedly without paying for it
24 or whether he's going to say he did pay for it when, in fact,
25 he didn't, all of those things are important.

1 THE COURT: All right. Thank you. Mr. Bradley?

2 MR. BRADLEY: The -- it still doesn't really answer the
3 question of which of these particular exceptions apply. The
4 facts of the other case are also very easily distinguished. In
5 this case it's alleged that Mr. Belcher acted alone. They had
6 specific items that they say he took from the store, contacted
7 him immediately after.

8 In the case from Anchorage, it involved multiple
9 individuals. They were not contacted at the store. Police
10 found them in a car later. There was no initial report from
11 the store of anything being stolen. They just found items.
12 The officer was suspicious, investigated, and trailed them back
13 to the store.

14 It's going to create a host of problems beyond 404 the two
15 biggest of which being 403 and confrontation issues. If this
16 evidence comes in, it becomes a trial within a trial and we're
17 going to need to cross examine not just the police officers who
18 investigated the crime, but the individuals from the stores
19 where the items were stolen, what evidence was actually
20 gathered, the other individuals that were occupants of the car
21 that Mr. Belcher was in when the police contacted him there.
22 It's going to lead to a lot of confusion. In the end it just
23 lets them say he stole something before, so you should believe
24 that he stole something now. It doesn't actually go
25 legitimately to any of the exceptions of 404(b)(1).

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VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

ATTACHMENT "B"
EXCERPT OF SAMPLE TRANSCRIPT
WITH KEYWORD INDEXING IN
CONDENSED FORMAT

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT

STATE OF ALASKA,

Plaintiff,

vs.

ISAIAH T. BELCHER,

Defendant.

No. 3PA-12-03212 CR

VOLUME II

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FOR THE DEFENDANT:

None

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<p>1 2 3 4 5 TRIAL BY JURY (EXCERPT) 6 7 BEFORE THE HONORABLE PATRICIA DOUGLASS 8 Superior Court Judge 9 Palmer, Alaska March 5, 2013 9:39 a.m.</p> <p>10 APPEARANCES: 11 FOR THE PLAINTIFF: KERRY CORLISS Assistant District Attorney 515 East Dahlia Street Suite 150 Palmer, Alaska 99645</p> <p>14 FOR THE DEFENDANT: 15 JEFF BRADLEY Assistant Public Defender 515 East Dahlia Avenue Suite 100 Palmer, Alaska 99645</p> <p>16 17 18 19 20 21 22 23 24 25</p>	<p>3</p> <p>5</p> <p>1 THE COURT: Nice to meet you, too. Il right. Should we 2 go on the record? Oh, we're on the record. 3 THE CLERK: Yes, we are. 4 THE COURT: Okay. 5 THE CLERK: Sorry. 6 THE COURT: Good morning. And we're on the record this 7 morning in 3PA-12-3212 criminal, State of Alaska versus Isaiah 8 T. is it Belcher or Belker (ph), sir? 9 MR. BELCHER: Belcher, ma'am. 10 THE COURT: A ch. Okay. I'll remember that. All right. 11 We are set for trial this morning. Counsel, are both of you 12 ready to go forward? 13 MS. CORLISS: Yes, Your Honor. 14 MR. BRADLEY: We are. There is one pretrial issue the 15 state had noticed up. 16 THE COURT: Well, I hadn't quite got to that. I have 17 actually more than one pretrial matter. 18 MR. BRADLEY: Yeah. 19 THE COURT: What's the first one you wanted to address, 20 Mr. Bradley? 21 MR. BRADLEY: The state had noticed up their intent to 22 rely on 404(b) evidence..... 23 THE COURT: Right. 24 MR. BRADLEY:for prior theft. We had objected to 25 that. Currently I think the notice is simply deficient on its</p>
<p>4</p> <p>1 PROCEEDINGS 2 Courtroom 6 3 9:39:02 4 THE COURT: Okay. Karen, do you know why this file is on 5 my desk? Am I doing something today with that that I'm not 6 aware of? 7 THE CLERK: I -- no. 8 THE COURT: Okay. 9 THE CLERK: You know what? It was probably left..... 10 THE COURT: Left over? 11 THE CLERK: Yeah. 12 THE COURT: That's good. All right. Let me get organized 13 here. I usually come down a little early before you all get 14 here because it takes me a while to get organized. And, Mr. 15 Bradley, I do remember you from last summer. How are you 16 doing? 17 MR. BRADLEY: I'm good. How are you today, Judge? 18 THE COURT: Ms. Corliss, I don't -- have we -- I don't 19 think I..... 20 MS. CORLISS: I don't think so, Your Honor. 21 THE COURT:ran into you last year when I was coming 22 to Palmer, did I? 23 MS. CORLISS: I think I saw you on the bench once, but I 24 wasn't in front of Your Honor that day, so nice to meet you, 25 Your Honor.</p>	<p>6</p> <p>1 face, that it's forum pleading. It says, you know, for one of 2 these reasons it fits, but there's no analysis, there's nothing 3 that says how -- what they're off -- proposing to offer would 4 be used to fit any individual, one of the exceptions. 5 THE COURT: All right. Now, I -- this is a little bit 6 unusual. The file as I was reviewing it yesterday, I had the 7 objection, Mr. Bradley's objection, but I didn't have the 8 notice of intent. I got that this morning and I did look at 9 it. Ms. Corliss, maybe you would like to address those issues 10 that Mr. Bradley has brought up. 11 MS. CORLISS: Yes, Your Honor. It's simply a notice and 12 it's not unlike any notice that you see when the defense files 13 a notice of self-defense. The rule requires a hearing, so we 14 typically take up those issues at the hearing and I'll do that 15 now. 16 Your Honor, just the facts and circumstances of this case. 17 The defendant -- it's going to be alleged that the defendant 18 was at Walmart when he exited the store with a number of items, 19 including a television. As he was approached by loss 20 prevention officers at Walmart, he was asked to produce a 21 receipt. He indicated he had thrown the receipt away. He had 22 told the loss prevention officer who questioned him as to what 23 he would do if he didn't -- if he wanted to return his 24 television, and the defendant said that he would simply pawn 25 the t.v. instead of return it. And it was la -- it was</p>

<p style="text-align: right;">7</p> <p>1 discovered then by loss prevention that the defendant never 2 paid for the television through videotape evidence. And the 3 defendant left the store with the items and was not arrested on 4 that same date.</p> <p>5 Certainly from the facts and circumstances in this case, 6 it seems that the defendant is going to dispute that he 7 actually stole these items. We're here at trial. That's what 8 he's going to do. So certainly intent becomes a big part of 9 the case. Lack of mistake certainly becomes a part of the 10 state's case. It is information that we could use the 404(b) 11 for.</p> <p>12 In turning to the 404(b) case, it is quite similar to this 13 case. It was an Anchorage case in which the defendant was 14 investigated for taking items from the Bed, Bath and Beyond. 15 He was later convicted of that offense. So we're not talking 16 about a case in which he hasn't been convicted. He has been 17 convicted of this offense.</p> <p>18 Officers had conducted their investigation of Mr. Belcher 19 and some of his friends and he was -- had stated to who the -- 20 to Officer Gionson that he had purchased the items from Bed, 21 Bath and Beyond when, in fact, he had not. So, again, it's 22 certainly relevant information. Now the question is for the 23 Court as to whether or not it's overly prejudicial at this 24 point in time.</p> <p>25 In speaking with Mr. Bradley in terms of what they might</p>	<p style="text-align: right;">9</p> <p>1 dire on it. I don't intend on making it a huge part of the 2 case. I typically don't even include that information in my 3 opening statement. It's something that we would call the 4 officers for to come and testify about, and then put in the 5 conviction -- the certified conviction. So it's not anything 6 that the state, you know, hinges its entire case on to give it 7 an overly prejudicial effect. That's just part of the course 8 of our evidence.</p> <p>9 THE COURT: So you do in -- if this is allowed, you do 10 intend to call an officer to talk about the facts of this case?</p> <p>11 MS. CORLISS: Yes, Your Honor, the APD officers are -- 12 have been subpoenaed to testify about their contact with the 13 defendant. I believe one officer had contact with the 14 defendant. The other one was the investigator on the case. So 15 the second officer who had contact with the defendant and where 16 the defendant indicated that he had paid for these items when, 17 in fact, he hadn't is the information that I think is probative 18 and relevant to the state's case and certainly something we 19 should be allowed to present our case in chief in order to 20 prove up the intent element of this particular crime or absence 21 of mistake.</p> <p>22 You know, whether he's going to say he wandered through 23 store security without -- absent mindedly without paying for it 24 or whether he's going to say he did pay for it when, in fact, 25 he didn't, all of those things are important.</p>
<p style="text-align: right;">8</p> <p>1 allege as a defense, I really don't know at this point. All I 2 know is that Mr. Bradley indicated he had thought of something 3 over the weekend a couple of weeks ago when this matter was 4 originally set for trial, so at this point the state can only 5 imagine what it is that Mr. Bradley will allege. But we 6 certainly know that the defe -- what the defendant's excuse was 7 at the time was that he paid for the items when, in fact, he 8 didn't.</p> <p>9 So the evidence is certainly probative of that fact. And 10 in terms of being overly prejudicial, it's not overly 11 prejudicial. It's another theft case. It's not something 12 that's going to cause the jury to -- you know, I always think 13 in terms of say this was, you know, another conviction of 14 import such as murder or something like that. It's not 15 anything that's going to overly prejudice the defendant and it 16 is certainly probative to the state's case and it's going to 17 give us the ability to prove up intent, absence of mistake, and 18 any -- a number of the other reasons cited in our notice.</p> <p>19 And perhaps it would become more tailored as trial would 20 go on. Certainly, we're not suggesting that we need it for all 21 of those purposes, but it may also be that some of these other 22 purposes get fleshed out as we get through opening statements, 23 through jury selection, and things of that nature, and the 24 defendant's defense becomes apparent to the state.</p> <p>25 So that's where we're at with it. I don't need to voir</p>	<p style="text-align: right;">10</p> <p>1 THE COURT: All right. Thank you. Mr. Bradley?</p> <p>2 MR. BRADLEY: The -- it still doesn't really answer the 3 question of which of these particular exceptions apply. The 4 facts of the other case are also very easily distinguished. In 5 this case it's alleged that Mr. Belcher acted alone. They had 6 specific items that they say he took from the store, contacted 7 him immediately after.</p> <p>8 In the case from Anchorage, it involved multiple 9 individuals. They were not contacted at the store. Police 10 found them in a car later. There was no initial report from 11 the store of anything being stolen. They just found items. 12 The officer was suspicious, investigated, and trailed them back 13 to the store.</p> <p>14 It's going to create a host of problems beyond 404 the two 15 biggest of which being 403 and confrontation issues. If this 16 evidence comes in, it becomes a trial within a trial and we're 17 going to need to cross examine not just the police officers who 18 investigated the crime, but the individuals from the stores 19 where the items were stolen, what evidence was actually 20 gathered, the other individuals that were occupants of the car 21 that Mr. Belcher was in when the police contacted him there. 22 It's going to lead to a lot of confusion. In the end it just 23 lets them say he stole something before, so you should believe 24 that he stole something now. It doesn't actually go 25 legitimately to any of the exceptions of 404(b)(1).</p>

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VERBATIM REPORTING & TRANSCRIPTION, LLC

RESPONSE TO REQUEST FOR PROPOSAL

ATTACHMENT "C"

EXCERPT OF SAMPLE TRANSCRIPT

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA,)	
)	
Plaintiff,)	
)	CASE NO. CR2010-151621-002 SE
vs.)	
)	
VICENTE HUERTA-MARTINEZ,)	
)	
Defendant.)	

Phoenix, Arizona
December 6, 2012
11:22 a.m.

BEFORE THE HONORABLE STEVEN P. LYNCH
SUPERIOR COURT COMMISSIONER

TRANSCRIPT: SETTLEMENT CONFERENCE

Transcript prepared by:
VERBATIM REPORTING & TRANSCRIPTION, LLC

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A P P E A R A N C E S

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Marcela Abner, Court Interpreter

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P R O C E E D I N G S

MS. DAHL: Morning, Judge. Ellen Dahl on behalf of the State.

MR. BABBITT: Charles Babbitt for Vicente Huerta-Martinez.

THE COURT: And is he present?

MR. BABBITT: Yes, he is present, Judge.

THE COURT: And can you have him called down, Counsel?

MS. DAHL: And Judge, I -- I apologize. I said I was ready, I wasn't. I just need a moment to get -- set up the headphones.

THE COURT: That's fine. No worries. Just let me know when everything's set up.

MS. DAHL: Will do.

THE COURT: But sir, please have a seat.

MS. ABNER: Your Honor, for the record, Marcela Abner, Court Interpreter.

THE COURT: Thank you so much for helping out today. We ready to go?

MS. DAHL: Yes, sir.

THE COURT: Great. And, sir, sir? Thank you, sir. And can you please give me your name and date of birth?

THE DEFENDANT: Vicente Huerta-Martinez, 11/27/82.

THE COURT: Thank you very much, sir. Today's the

1 time set for your settlement conference. That's an
2 opportunity to speak to a judge or commissioner who would not
3 do your trial, but that is so we can talk about your case, I
4 can answer any questions you might have. Then if you decide
5 you want to go to trial, you've got the absolute right to do
6 that.

7 I really only have one rule in my settlement
8 conference. That rule is I want you to feel comfortable to
9 ask me any questions that you might have. In my mind, the
10 only bad question or dumb question is the one that you don't
11 ask. Because today we're just trying to give you as much
12 information as possible. Because I'm going to give you my
13 opinion on your case, sir, I am going to give you a little bit
14 about my legal background. Please understand, sir, that I do
15 not do that to brag. But I think that it helps to understand
16 where I'm coming from. I've been doing this, sir, for over
17 eight years. I've sentenced over 5,000 people, done over
18 4,000 settlement conferences. And over the last three or four
19 years, I've probably done more settlement conferences than
20 anybody. People like to come to my court because I just
21 simply give you an honest opinion.

22 Now, please understand, I don't want you taking a
23 plea simply because my advice is to take the plea. But I
24 would appreciate if you'd consider my advice, the advice of
25 your attorney, discussions you have with your family, and

1 after the settlement conference, if you think it is in your
2 best interest to enter the plea, then I think that's something
3 you should do.

4 In addition to doing all the settlement conferences
5 and sentencings, I've done over 150 jury trials as a
6 commissioner. And I was a prosecutor for about 11 years, did
7 many, many jury trials in that situation. And then also was a
8 lawyer for the Department of Corrections for over three years.
9 So really, lots of legal experience in the criminal area in
10 doing this case.

11 Now, I also appreciate very much, it looks like
12 we've got some victims, and thank you very much for attending.
13 I'm also always happy to answer any questions that you folks
14 may have, as well.

15 Sir, it looks like in your particular case, you are
16 charged with a number of counts. There are eight counts of
17 armed robbery, 16 counts of kidnaping, and 24 counts of
18 aggravated assault. The armed robbery and kidnaping counts
19 are all Class 2 dangerous offenses. The range of sentence
20 that you could receive on those would likely be seven to 21
21 years in prison. On the Class 3 aggravated assault charges,
22 the ranges would likely be five to 15 years. Ms. Dahl, are
23 there any sentencing enhancements that could be used to make
24 those ranges higher?

25 MS. DAHL: Yes, Judge. We have -- obviously the