NDDOT Contract No. 50130885

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 961-72-13-050	Bid Opening Date & Time: 05/31/2013 02:00 PM
Items: Transcription Services, Legal	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue, Rm 222	Telephone Number: 701-328-2571
City, State, Zip: Bismarck, ND, 58505	Email: vbrosten@nd.gov
Contract Period: 07/01/2013 TO 06/30/2015	Date Prepared: 05/15/2013

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name	Vendor Address
Principle Court Reporting Srvs	544 Grove Ave, Ste 1 Johnstown, PA 15902

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name Principle Court Reporting Services		
Mailing Address 544 Grove Ave, Ste 1, Johnstown, PA 15902		
Telephone Number 814-269-4666	Fax Number 814-269-2377	E-mail Address principlecourt@yahoo.com

Lynne Faint, Owner
Name & Title (Type or Print)

Signature

May 30, 2013
Date

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer** or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature Grant Levi Grant Levi		Date 6/26/13
Recommended for approval Thomas J. Sorenson	Date 24 June 2013	Approximate contract amount $ 13,000 Annual

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 26th day of June 2013
ATTORNEY GENERAL
By SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 961-72-13-050
BID OPENING DATE/TIME - May 31, 2013; 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.

2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability/ handicap.

3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.

4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.

5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
   - Mark envelope as indicated.
   - Review Standard Terms and Conditions contained in this solicitation.
   - Sign your bid on the cover sheet.
   - Initial all bid/pricing changes you made.
   - Bid responses must be submitted in ink or type written.
   - Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: http://www.nd.gov/spo/

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document **not later than end of business May 23, 2013.** (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

16. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

17. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

18. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file, are to make arrangements, with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

19. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

20. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

21. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

22. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

23. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

24. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

25. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

26. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,

b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

27. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

28. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State

Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

29. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

30. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Billing and Payment Procedures.** Invoices are to be sent to Ramona Bernard, Information Technology Division, 608 East Boulevard Avenue, Bismarck, ND 58505. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

4. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

5. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties .Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning July 1, 2013 and ending June 30, 2015**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute one additional two-year period from July 1, 2015 – June 30, 2017, upon mutual agreement, not to exceed forty-eight (48) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

7. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:

i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or

ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

8. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

1) The request may be granted,
2) The contract may be cancelled and solicitation may be re-advertised, or
3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

9. **Contract Volume.** The quantities to be purchased as indicated herein are best estimates. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. NDDOT reserves the right to vary actual purchases from those indicated based on actual need. The successful bidder(s) will be required to fulfill purchase order requirements.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

11. **Record of Quantity and Reporting Requirement.** The successful bidder must maintain a record. The record shall consist of the number of minutes of transcription performed for administrative hearings, internal investigations and other work at the rates charged. The awarded contractor will furnish the Procurement Officer with this a summary report annually upon request.

12. **Subcontracts, Assignment**: The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

13. **Successors In Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

14. **Business Hours:** Normal business hours for this contract will be 8:00 a.m.- 5:00 p.m. Monday - Friday.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

15. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Rachel Cable
(Name of person servicing this contract)

BUSINESS NAME: Principle Court Reporting Services

MAILING ADDRESS: 544 Grove Ave, Ste 1

CITY & STATE: Johnstown, PA ZIP CODE: 15902

PHONE NUMBER: 814-269-4666 TOLL FREE: NA

FAX NUMBER: 814-269-2377 E-MAIL: principlecourt@yahoo.com

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
INFORMATION TECHNOLOGY DIVISION
Specifications for
LEGAL TRANSCRIPTION SPECIFICATIONS

Summary:

The purpose of the bid is to contract for services with a Coordinator who will ensure that quality work is done on transcriptions within the time frames specified. The awarded contractor will complete the service. The work may not be subcontracted.

There are two main types of recordings:

1. Hearings held in front of an administrative hearing officer regarding drivers' privileges
2. Interviews associated with an internal investigation

In 2012 there were 185 drivers hearings transcribed externally and approximately 50 internal investigation interviews transcribed. There may be one or two other types of recordings but these will be small in number.

NDDOT estimates 240 hours of recordings per year – 200 drivers' hearings and 20 investigations. Each of these recordings will generally have three to four people speaking.

Specific Details:

1. Coordinator will certify the completed transcript as being accurate, without further review required from NDDOT staff. Some of these transcripts will be included in court cases.

2. All offerors must sign the Non-Disclosure Agreement, Attachment D.

3. Coordinator must provide their own equipment and must be able to transcribe from audio and digital recordings without conversion to standard audio.
   a. Transcripts must be produced using Word 2010, or whatever word processing software NDDOT chooses in the future. As of the date of this proposal, no changes are expected before July 1, 2013.
   b. Electronic recordings will be in one of the following formats:
      i. .wma (Windows Media Audio Track)
      ii. .dss (Olympus DSS)
      iii. .wav (WAV Audio).

4. NDDOT will establish a secure, password-protected .ftp site for transmitting the recordings to the Coordinator and receiving the file from the Coordinator. No recordings and no transcription will be sent via email or paper mail.

5. Completed transcript must be returned within three working days of notification that the recording is available.
   a. A premium of 20 percent of the normal rate will be paid for transcript completion requested within two working days of notification that the recording is available.
   b. The requester will provide advance notice of at least one day for upcoming transcription needs whenever possible.

6. No work performed by the Coordinator for NDDOT will be disposed of without first shredding said documents.
   a. The Coordinator will set up files and directories on computer(s) in such a way as to prevent unauthorized viewing, deleting, or copying. Said computer(s) will also be configured to prevent unauthorized use and will also employ security devices to prevent theft of said computer(s).
   b. No names from the recording or transcript will be stored by the Coordinator in any form of database for use after termination of this contract.

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BIDDER Principle Court Reporting Srvs

7. The cost for transcripts will be based on the minutes of recorded audio. Interested bidders must specify if there is an additional cost for each speaker beyond three and for background noises or difficulty in understanding voices. Bidders will specify the discount price when the deadline is extended from the mandatory three (3) days to five (5) days or longer.

a. Each recording will be referred to by number, with no names appearing on the bill.
b. The Coordinator will submit invoices for payment of completed work on the 1st and 16th of each month with NDDOT providing payment within 15 days of submission of said invoice. This will be submitted to the attention of Ramona Bernard, Information Technology Division.

8. Current State of North Dakota employees are **not eligible** to be the awarded contractor due to issues with overtime requirements (FLSA).

9. **Contract Administrator:** Prior to the award, all contacts with the NDDOT must be made with the Procurement Officer. After the contract has been approved and awarded, the NDDOT point of contact is the Contract Administrator. The Contract Administrator will provide recordings and discuss their work with the awarded contractor. The NDDOT Contract Administrator will be the point of contact for this contract.

The Contract Administrator assigned to the contract is:

Ramona Bernard, Information Technology Division
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700
Office: (701) 328-3543; Fax: (701) 328-0310
Email: rbernard@nd.gov

Ms. Bernard will be available during these hours:
Monday – Friday 8:00 a.m. to 5:00 p.m.

Attached to this solicitation are seven documents:

Civil Right Appendix
Risk Management Appendix
Attachment A: Example of Drivers' Hearing Transcript
Attachment B: Example of Investigation Transcript
Attachment C: NDDOT Transcription Procedures
1. Workplace Investigation Transcriptions
2. Drivers' Hearings
Attachment D: Non-Disclosure Agreement

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BIDDER Principle Court Reporting Srvs

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
1	Cost per minute for transcription of recorded audio of two (2) to three (3) speakers. Speakers will be identified by name.				
	1	Minute of recorded audio	.wma (Windows Media Audio Track), .dss (Olympus DSS), .wav (WAV Audio)	$0.87	
2	Additional cost per minute – four (4) or more speakers. Speakers will be identified by name.				
	1	Minute of recorded audio	.wma (Windows Media Audio Track), .dss (Olympus DSS), .wav (WAV Audio)	ADD $0.00	
3	Additional cost per minute - Recordings with background noises &/or difficulty in understanding voices.				
	1	Minute of recorded audio	.wma (Windows Media Audio Track), .dss (Olympus DSS), .wav (WAV Audio)	ADD $0.14	
4	Discount for extended delivery deadline – 4 to 7 days. DEDUCT 16 %				
5	Discount for extended delivery deadline – over 1 week. DEDUCT 29 %				

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER. FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

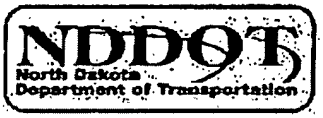
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



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Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required are **$250,000 per person** and **$1,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the Insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the Insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

LF

Attachment D

NON-DISCLOSURE AGREEMENT

NDCC 44-04-18.4(1), trade secret, proprietary, commercial and financial information is confidential if it is of a privileged nature and it has not been previously publicly disclosed.

"Financial information" means information pertaining to monetary resources of a person that has not been previously publicly disclosed and that if the information were to be disclosed would impair the public entity's future ability to obtain necessary information or would cause substantial competitive injury to the person from which the information was obtained.

The Bidder or Awarded Contractor and all subcontractors agree not to publicly or privately announce or disclose any information related to this contract to any source outside of the NDDOT without the written consent of the NDDOT. The Contractor will use a standard of care no less than the degree of care used by the NDDOT.

Contractor shall not directly or indirectly disclose, allow access to, transmit or transfer any information to a third party without the NDDOT's prior written consent. Contractor shall disclose information only to those persons who have a need to know the information for the purpose and who have been approved by the NDDOT to receive the information. Contractor shall, prior to disclosing any information to such employees or subcontractors, issue appropriate instructions to them to satisfy its obligations herein and obtain their written agreement to receive and use the information on a confidential basis on the same conditions as contained in this Agreement.

The duty of the State and the Bidder/Awarded Contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

This agreement must be signed by the company Owner, Partner, President or Vice President.

Bidder/Contractor Business Name: Principle Court Reporting Services

Address, City, State, Zip: 544 Grove Ave, Ste 1, Johnstown, PA 15902

Name (type or print): Lynne M. Faint

Signature: _____

Title: Owner

Date: May 30, 2013

50/ml/050813

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: Vanessa Brosten, Financial Management Division, Procurement Office
North Dakota Department of Transportation

Date: May 24, 2013

Re: ITB 961-72-13-050, Transcription Services, Legal

Bidders Instruction #11 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. The solicitation is amended to include any new information provided in this amendment.

The bid opening scheduled for Friday, May 31, 2013 is cancelled.

The new bid opening date and time are:

Wednesday, June 5, 2013; 2:00 p.m. Central

The following questions have been asked:

Question 1) I would like to know if it is allowed to do the transcription work for this bid outside USA.
The bid is amended as follows:

Answer 1) Add # 10, specification, page 8 of 9.
10. All work will be performed by one business at a single business location within the U.S. A coordinator shall be assigned by the awarded contractor. The coordinator shall be the point of contact for the NDDOT Contract Administrator.

Question 2) Will the flow of projects be consistent throughout the term of the contract, or are there peaks and valleys as to when we will see work?
The bid is amended as follows:

Answer 2) The flow of projects will not be consistent. Projects will fluctuate throughout the contract. We have no way to determine when highs or lows will occur.

Question 3) Are projects typically batched together on a weekly/monthly basis, or are they singular and submitted immediately?
The bid is amended as follows:

Answer 3) Single projects will be submitted individually and immediately.

Question 4) Will there be translation requirements if testimony is spoken through an interpreter?
The bid is amended as follows:

Answer 4) The awarded contractor will not be required to interpret. If there has been an interpretation; then you would just type the interpreted testimony. Example:

At the beginning of the testimony, we would note that Mr. Glass' statements or testimony are as interpreted. So if Mr. Glass says "No, I did not." You would show:

MR. GLASS: No, I did not.

However, if the interpreter needs clarification, it may be:

MR. GLASS: No, I did not.

MR. INTERPRETER: Excuse me, what did you say?

MR. GLASS: No, I did not.

Question 5) If the chosen vendor has multiple locations (other locations around the U.S. as well as an offshore component), can the flow of work move between offices based on cost and availability?
The bid is amended as follows:

Answer 5) See Answer 1.

Question 6) When determining the vendor of choice, does the NDDOT take into account the levels of security and confidentiality that come with completing the work (e.g. Transcriptionists working from home versus working from a dedicated and secure facility)? What is your preference here?

Answer 6) All transcriptions are confidential and would require a secure network and a Non-Disclosure agreement to be signed. See also Answer 1.

Question 7) Will a North Dakota based employer see preferential treatment in the decision making process?

Answer 7) Reference North Dakota Century Code 44-08-01; http://www.legis.nd.gov/cencode/T44C08.pdf?20130524121243. In case of a tie bid, reference North Dakota Administrative Code 4-12-11-05, http://www.legis.nd.gov/information/acdata/pdf/4-12-11.pdf?20130524121407.

Question 8) How does one go about getting authorization to file the bid response electronically as cited in item 14?

Answer 8) For this bid, the bid responses are not to be electronically submitted to the Procurement Officer. This is a sealed bid. An original signed document must be delivered in a sealed envelope to the Procurement Office.

Question 9) What is the present cost per minute for these services?

Answer 9) $.97 for 2-3 speakers; $.19 additional cost per minute for 4 or more speakers.

Question 10) Who is the current vendor/s?

Answer 10) Fast Forward Services, LLC, 1547 Williamsburg Circle, Medford, Oregon 97501-8118.

Question 11) Ellipses, as I am sure you know, indicate missing words. Do I understand correctly that you want ellipses instead of double dashes when a thought is interrupted and continued in the next Q/A sequence even though no words are missing? (Broken sentence)

Answer 11) Yes, use ellipses. Reference Attachment C,1, page 2 of 3, # 14 and Attachment C,2, page 2 of 13, #7,b.

Questions 12) Does any paperwork identifying potential speakers accompany the recordings?
The bid is amended as follows:

Answer 12) Yes. Paperwork is included that shows potential speakers. However, not everyone will testify.

Question 13) Will completed work be accepted at the same FTP site that audio is retrieved from or will transcript be e-mailed to individual parties or some other arrangement?

Answer 13) The same FTP site will be used. No recordings and no transcriptions will be sent via e-mail or paper mail. Reference pg 7 of 9 , #4 of bid document.

Question 14) On the bid response cost sheet (p. 10 of the bid), item number 2, it says to list the "additional cost per minute – four (4) or more speakers." Are bidders supposed to set a flat rate, so that anything over 4 speakers is a single price? Or do you want us to set an additional cost per minute per each additional speaker over 4?

Answer 14) Reference Specification #7, page 8 of 9. If the offeror will charge extra, then there is one set fee regardless of the number of people.

The bid is amended as follows:

Delete the 2nd sentence in #7.

Add: Interested bidders shall indicate if there is an additional cost whenever there are over 3 people and for background noises or difficulty in understanding voices.

Question 15) How many additional speakers over 4 are you anticipating?

Answer 15) There will always be at least 3 speakers. Sometimes there are 4 speakers and occasionally 5 speakers. Not too often will there be more than 5, but it can happen.

Question 16) Is the transcription to be done 100% verbatim?

Answer 16) Yes. Coordinator will certify the completed transcript as being accurate without further review from NDDOT staff. Reference page 7 of 9, #1 of bid document.

Question 17) In the event there is a word(s) or portion of the audio that is inaudible or indecipherable, what is the accepted way to express this in the transcript?

Answer 17) For words you don't understand, use a ____ (blank line). Reference Attachment C,1, page 2 of 3, # 15.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR and TITLE Lynne Faint, Owner	
SIGNATURE	DATE May 30, 2013

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50130885

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Principle Court Reporting Services, hereinafter known as the Contractor, whose address is 544 Grove Ave, Ste 1, Johnstown, Pennsylvania 15902.

WHEREAS, the parties entered into a contract on June 26, 2013; and

WHEREAS, the contract was competitively bid and awarded to the Contractor ; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract ; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twenty-four (24) months ; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through June 30, 2017.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Stefanie Faint
NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner**; **Partner**; **Corp. Pres.**, **Vice Pres.**, or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Purple Cow Property Services, INC
COMPANY NAME

Lynne M Grant
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

CEO
TITLE

5/14/15
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

Laureen M Mart
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)

for the

Darcy R. Rosendahl, Dep. Dir.
SIGNATURE

22 MAY 2015
DATE

APPROVED as to substance by:

Russell J. Buchholz
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

20 May 2015
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

APPROVED as to execution this
21st day of May 2015
ATTORNEY GENERAL
By
SPECIAL ASST ATTORNEY GENERAL

NDDOT
North Dakota
Department of Transportation