North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50170832

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, Inc., hereinafter known as the Contractor, whose address is 544 Grove Ave., Suite 1, Johnstown, PA 15902.

WHEREAS, the parties entered into a contract on July 1, 2017; 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 twelve (12) months; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through June 30, 2021.

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:

Tracey Johns
NAME (TYPE OR PRINT)

Tracey Johns
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 Court Property Service I
COMPANY NAME

Lynne Fain I
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

CEO
TITLE

6/11/19.
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

Laureen M Martin
SIGNATURE

APPROVED as to execution this 25th day of June 20 19
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Mark Nelson
DIRECTOR (TYPE OR PRINT)

SIGNATURE

06/27/19
DATE

APPROVED as to substance by:

Russell J. Buchholz
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

25 June 2019
DATE

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

NDDOT North Dakota Department of Transportation

North Dakota Department of Transportation
INVITATION TO BID

NDDOT Contract No. 501708

Bid Number: 961-72-17-050	Bid Opening Date & Time: 06/21/2017 02:00 PM
Items: Transcription Services, Legal	Buyer: Alexis Wingo
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: (701)328-2571
City, State, Zip: Bismarck, North Dakota, 58505	Email: awingo@nd.gov
Contract Period: 07/01/2017 TO 06/30/2019	Date Prepared: 06/06/2017

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 (NDDOT) 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 Services, Inc.	544 Grove Ave, St 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 Appendices A and E of the Title VI Assurances, 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, Inc.		
Mailing Address: 544 Grove Ave., Suite 1 Johnstown PA 15902		
Telephone Number: 814-269-4666	Fax Number: 814-269-2377	E-mail Address: pcr@principlediversifiedgroup.com

Lynne M Faint
Name & Title (Type or Print)

Signature

6-20-17
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: Ronald J. Henke		Date: 29 June 2017 RJH 7/5/17
Recommended for approval	Date: 29 June 2017	Approximate contract amount $

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 5 day of July 20 17
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 – 961-72-17-050
BID OPENING DATE/TIME - June 21, 2017; 2:00 PM CST
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: http://www.dot.nd.gov/forms/sfn60135.pdf.

2. **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.

3. **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.

4. **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.

5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.

7. **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.

8. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
   - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
   - Indicate whether you can meet the delivery date indicated on the cover sheet?
   - Sign your bid response on the cover sheet?
   - Initial all changes and corrections?
   - Submit any required samples or enclosures, if applicable?
   - Mark the envelope as indicated above?

- Review and complete all requirements contained in this solicitation to ensure compliance.

9. **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 **no later than end of business June 14, 2017.** (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.

10. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

11. **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.

12. **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. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

13. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

14. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

15. **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.

16. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

17. **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.

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

19. **New Equipment and Materials**. Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

20. **Open Records.** After the bid opening, 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.

21. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

22. **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.

23. **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.

24. **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.

25. **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. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

26. **Rejection.** Bid responses may be rejected if:
- The bid response is not legible.
- The bid response is not completed as requested.
- The bid response is faxed to the procurement office.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- 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).

27. **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).

28. **Specifications, Brand Name or Equivalent**. Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.

29. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services

that deviate from these specifications or have any objections to the specifications stated 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.

30. **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.

31. **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 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

32. **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.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

33. **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.

34. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by 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. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

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

3. **Billing and Payment Procedures.** Invoices are to be sent to Kayla Ver Helst, 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. **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.

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

6. **Compliance with Laws.** 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.

7. **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.

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 Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning July 1, 2017, and ending June 30, 2019**, 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, 2019 – June 30, 2021, 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.

10. **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 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.

11. **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.

12. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

13. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

14. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

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. **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.

16. **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. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

17. **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.

18. **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: Lynne M. Faint
(Name of person servicing this contract)

BUSINESS NAME: Principle Court Reporting Services, Inc.

MAILING ADDRESS: 544 Grove Ave, St 1

CITY & STATE: Johnstown PA ZIP CODE: 15902

PHONE NUMBER: 814-269-4666 TOLL FREE:

FAX NUMBER: 814-269-2377 E-MAIL: pcr@principlediversfiedgroup.com

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

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 2016 there were 175 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. Drivers' hearing 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 2013 or newer version.
   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).
      iv. .DS2 (Olympus) – not required but beneficial

4. 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.

5. 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.

BIDDER: Principle Court Reporting Services, Inc.

6. 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.

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

8. **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:

Kayla Ver Helst, 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: kverhelst@nd.gov

Ms. Ver Helst 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

BIDDER: Principle Court Reporting Services, Inc.

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), .DS2 (Olympus)	$ .80	
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), .DS2 (Olympus)	ADD $ N/A	
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), .DS2 (Olympus)	ADD $ N/A	
4	Discount for extended delivery deadline – 4 to 7 days. DEDUCT 3 %				
5	Discount for extended delivery deadline – over 1 week. DEDUCT 5 %				

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.

BIDDER: Principle Court Reporting Services, Inc.

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: North Dakota Department of Transportation

Date: June 15, 2017

Re: Amendment to Bid 961-72-17-050, Transcription Services, Legal

---

Bidders Instruction #9 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Question 1:
Can companies from outside the USA apply for this?

Answer 1:
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.

Bid is hereby amended.

Question 2:
Do we need to come there for meetings?

Answer 2:
No.

Bid is hereby amended.

Question 3:
Can we perform the tasks (related to RFB) outside USA?

Answer 3:
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.

Bid is hereby amended.

Question 4:
Can we submit the proposals via email?

Answer 4:
Reference page 2 of 10, Item #12. No.

No amendment necessary.

Question 5:
Do you prefer that I submit the entire 10 pages of the request for bid document or just pages 7 - 10 that need signatures?

Answer 5:
Please return the entire contract.

Bid is hereby amended.

Question 6:
On pages 8 and 9 on the bottom where it says "BIDDER: _____", is this for my signature, initials only, name of my business, or something else?

Answer 6:
Please sign this line with your signature indicating the pages have been read.

Bid is hereby amended.

Question 7:
On page 10 of the Detailed Specifications, questions #4 and 5, are discounts required to be offered, a regular practice for businesses to offer discounts or just an option?

Answer 7:
The discounts are a requirement.

No amendment necessary.

Question 8:
Will subcontracting be allowed?

Answer 8:
Reference page 8 of 10, paragraph 1. "The work may not be subcontracted."

No amendment necessary.

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.

Alexis Wingo, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: awingo@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 CEO / President	
SIGNATURE	DATE 6-15-17

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

Address, City, State, Zip: 544 Grove Ave, Suite 1

Name (type or print): Lynne Faint

Signature: [illegible]

Title: Owner, CEO

Date: 6-20-07

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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 will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

June 30, 2016

Principle Court Reporting Services, Inc.
544 Grove Avenue, Suite 1
Johnstown, PA 15902

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Shannon Sauer, Division Director
Financial Management Division

BID NO. 961-72-17-050

Principle Court Reporting Services, Inc. hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 6/30/17

Lynnem Faust
Type or Print Name & Title

Signature

OP ID: BH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NAUGLE INSURANCE
907 OLD SCALP AVENUE
JOHNSTOWN, PA 15904

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: PRINCO1

INSURED
Principle Diversified Business
Principle Court Reporting Serv
160 Jari Drive
Johnstown, PA 15904

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania National	14990
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY	X	X	BP90631550	06/08/2017	06/08/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	X				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is additional insured on general liability policy

CERTIFICATE HOLDER

STATNE1

The State of Nevada
Dept of Administration
Purchasing Division
515 E Musser St., Suite 300
Carson City, NV 89701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda L. Haer

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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:

Automobile liability requirement waived as Contractor will not be utilizing vehicles.

KVH

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

WBENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

Principle Court Reporting Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – PA, DE, sNJ, a WBENC Regional Partner Organization.

Certification Granted: 5/30/2014
Expiration Date: 05/30/2017
WBENC National Certification Number: 2005124670

Authorized by Geri Swift, President
Women's Business Enterprise Council – PA, DE, sNJ

WBEC
Women's Business Enterprise Council
PA • DE • sNJ

NAICS Codes: 561492, 541199, 561410

UNSPSC Codes: 82111603

IN THE MATTER OF THE SUSPENSION OF THE DRIVING PRIVILEGES OF
XXXXX
«Civil Number»

****

TRANSCRIPT OF TESTIMONY

OF ADMINISTRATIVE HEARING

MAY 31, 2017

Taken Before:

XXXXXX
Hearing Officer
N.D. Department of Transportation
1951 N. Washington
Grand Forks, ND 58208-3077

XXXXX
Attorney at Law
118 Belmont Rd.
Grand Forks, ND 58201
Attorney for Petitioner

APPEARANCES PAGE

MR. XXXXX 1

MR. XXXXXX .....

SGT. XXXX .....

EXHIBITS

1. EDMS HEARING .....
   a. Certification page
   b. Report & Notice form
   c. Intoxilyzer Test Record & Checklist
   d. Request for Hearing
   e. Affidavit of Service by Mail
   f. Drivers License Division Central Record

2. NOTICE OF HEARING .....

3. NOTICE OF INFORMATION SENT .....

4. APPROVED METHOD FOR OPERATING THE ALCO-SENSOR FST .....

5. LIST OF CERTIFIED CHEMICAL TEST OPERATORS .....

6. LIST OF APPROVED CHEMICAL TESTING DEVICES .....

7. INTOXILYZER 8000 INSTALLATION AND REPORT CHECKOUT.....

8. APPROVED METHOD TO CONDUCT BREATH TEST WITH INTOXILYZER 8000 .....

9. ETHANOL BREATH STANDARD ANALYTICAL REPORT, LOT NO. 19615080A5 ....

13. APPOINTMENT OF CHARLES E. EDER AS A STATE TOXICOLOGIST .....

15. MEMO REGARDING DESIGNEES OF THE STATE CRIME LABORATORY DIRECTOR ..

HEARING OFFICER'S DECISION

MR. XXXXX: We are now on the record for an administrative hearing held pursuant to North Dakota Century Code, Chapter 39-20 at the request of [redacted]. License number 800-25-0523.

Today's date is May 31, 2017 at approximately 8:53 p.m. … a.m. in the morning. This hearing is being in the Grand Forks District Office of the North Dakota Department of Transportation. Present for the hearing is the petitioner's attorney, XXXXX with Lockhart; XXXXXX and UND Police Officer XXXXX. My name is XXXXXX.

This hearing is in regard to a 91 day suspension. The issues are: whether the arresting officer had reasonable grounds to believe that Mr. XXXX had been driving or was in actual physical control of a vehicle while under the influence of intoxicating liquor; whether Mr. XXXX was placed under arrest and tested in accordance with North Dakota law; and whether the test results show that Mr. XXXX had an alcohol concentration of at least eight one hundredths of one percent.

The Department of Transportation submitted to me certified copies of regularly kept records of the department that it wishes to offer as evidence. They include a certified hearing file. They also include certified copies of documents from the state toxicologist.

Additionally, the record includes two documents that I've prepared: the Notice of Administrative Hearing; and the Notice

of information.

The following exhibits are now being offered by the department. Exhibit 2, is the Notice of today's hearing dated May 22, 2017. Exhibit 3 is the Notice of information dated May 22, 2017. Exhibit 4 is the Approved Method for Operating the Alco-Sensor FST dated October 1st, 2012. Exhibit 5 is the List of Certified Chemical Test Operators dated July 1st, 2016. Exhibit 6 is the List of Approved Chemical Testing Devices dated July 1st, 2016. Exhibit 7 is the Intoxilyzer 8000 Installation and Repair Checkout for device number 80-005357, dated March 1st, 2017 and certified March 1st, 2017. Exhibit 8 is the Approved Method to Conduct Breath Tests with the Intoxilyzer 8000 dated April 19th, 2012. Exhibit 9 is the Ethanol Breath Standard Analytical Report for Lot No. 19615080A5 dated September 29, 2015. Exhibit 13 is the Appointment of Charles Eder as a State Toxicologist dated April 29, 2011. Exhibit 15a is a Memo Regarding Designees of the State Crime Laboratory Director dated August 1st, 2005. And there are seven supplements: 15b dated January 25, 2013; 15c April 5, 2013; 15d August 3, 2011; 15e January 28, 2015; 15f September 15, 2015; 15g August 1st, 2016; and finally 15h dated April 5, 2017.

Mr. XXXXX, any objection to the exhibits that I described so far?

MR. XXXXX: No objection.

MR. XXXX: Exhibits 2, 3, 4, 5, 6, 7, 8, 9, 13, 15a through 15h

are all admitted into evidence.

Before I administer the oath, I'll read the perjury statute. "A person is guilty of perjury, a Class C felony, if, in an official proceeding, he or she makes a false statement under oath or equivalent affirmation, or swears or affirms the truth of a false statement previously made, when the statement is material and he or she does not believe it to be true." A Class C felony is punishable by a maximum of five years in prison, a $10,000 fine, or both.

Officer XXXXX, I'll have you raise your right hand. Do you swear the testimony you're about to give is the whole truth and nothing but the truth?

SGT. XXXXX: I do.

MR. XXXXX: Mr. XXXX, anything for the record before I begin examination?

MR. XXXXXx: Just that the officer not re … not refer … refer to his reports during his testimony.

MR. XXXXx: Officer, you're familiar with our preference, witnesses testify from memory. If however, during your testimony if you need to refresh your recollection, let me know and you can refer to your documents at that time.

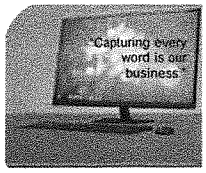
SGT. XXXX: All right.

MR. XXXX: Officer, would you state your full name and occupation, please?

SGT. XXXXX: My name is XXXXX. I'm a sergeant with the

Principle Court Reporting Services, Inc.
Principle Diversified Business Group, Inc.

www.PrincipleDiversifiedGroup.com



Certified Women Business Enterprise

June 12th, 2016

North Dakota Department of Transportation,

We appreciate the opportunity to bid on this contract. We currently hold the current contract. We value the relationship and have been responsive on all turnaround times and in providing quality transcripts.

We are a certified woman owned business located in Johnstown, Pennsylvania and have been in business for over 20 years. We are also a certified vendor for the Department of General Services of Pennsylvania. We are also registered with the state of North Dakota.

We have built strong relationships on a Federal, State and with local agencies along with many other various departments. We are experienced in transcribing from videos, letters, tapes (standard and micro) as well as digital files. With court reporting and transcription as two of our companies, we are used to capturing "every word" accurately. We provide transcription current on a local, state, and federal need. Some of our clients are Department of Navy, Federal Grand Jury, and the Department of General Services.

We appreciate the opportunity in continuing serving your department.

Respectfully,

Lynne M. Faint
CEO

Tel: 814-269-4666 Fax: 814-269-2377 544 Grove Avenue, Suite 1, Johnstown, PA 15902