



State of North Dakota

OFFICE OF STATE COURT ADMINISTRATOR

TO: Qualified Firms and Individuals

FROM: Sally Holewa, State Court Administrator

SUBJECT: Request for Proposals (RFP) – Transcription Services
RFP # 180-2025-01

DATE: November 5, 2025

The North Dakota Court System has issued a Request for Proposals for transcript preparation services. The purpose of the RFP is to select a vendor able to provide an intuitive and efficient process for individuals to request, purchase and receive transcripts.

The expected outcome of the RFP process is a contract with a vendor able to provide the requested services.

The complete RFP, any amendments to the RFP, and other RFP related information can be retrieved from the following website: <https://www.ndcourts.gov/court-administration/finance/request-for-proposals>. Vendors are encouraged to visit the website often to check for updated information related to this RFP.

All vendor communications related to this RFP and all proposals must be submitted to the Office of the State Court Administrator at the email address listed in the RFP. The deadline to submit a proposal in response to the RFI is **5:00 p.m. central time, December 31, 2025.**

Vendors should note that this RFP is being issued by a governmental entity. All contents of proposals, including the cost proposal and description of the product, become publicly accessible documents once the deadline to submit a proposal has passed. **Any vendor requesting that access to proprietary information be restricted must make the request in a letter submitted separately from their proposal. The letter must describe the type of information to be restricted and the business reason restriction is desired. Vendors will be notified if their request to restrict information is denied and will be given an opportunity to withdraw or modify their proposal.**

NORTH DAKOTA COURT SYSTEM
Office of the State Court Administrator
600 East Boulevard Avenue
Bismarck, North Dakota

Request For Proposals

RFP Number: 180-2025-01
Date of Issue: November 5, 2025

**THE NORTH DAKOTA COURT SYSTEM
IS SEEKING PROPOSALS FOR TRANSCRIPT
PREPARATION SERVICES**

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SECTION I. OVERVIEW AND SCHEDULE

A. Introduction

This request for proposals (RFP) is issued by the North Dakota Court System through the Administrative Office of the Courts (AOC) to solicit proposals for professional transcription services in the production of transcripts from electronic recordings of official court proceedings.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and Notice of Selection. North Dakota Court System reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	CENTRAL TIME
RFP Released to Vendors	11/05/2025	
Vendor Inquiry Period Ends	11/28/2025	5:00 PM
Final Responses to Vendor Inquiries Posted	12/08/2025	5:00 PM
Deadline for Vendors Submit Proposals	12/31/2025	5:00 PM
Estimated Notification of Selection	01/12/2026	

C. Purpose and Background

North Dakota Court System's mission is to preserve the rule of law and protect the rights and liberties guaranteed by the US and North Dakota Constitutions by providing accessible, prompt, and efficient forums for the fair and independent administration of justice, with respect for the dignity of all served. As part of this mission, the North Dakota state courts record official court proceedings electronically and authorize the transcription of those hearings, aiding in the protection of the rights of litigants. Information on the North Dakota Court System can be found on the court's website at <https://www.ndcourts.gov/>.

D. Contract Term

The initial Contract term will begin on the agreed upon effective date and will be valid up to June 30, 2027. The actual contract start date will be established by a completed and approved contract. Following the initial term of the contract, the North Dakota Court System may opt to renew the contract for additional two 2-year extensions, at the sole option of the North Dakota Court System, subject to continued availability of funding and satisfactory performance of the vendor.

No minimum or maximum volume of business will be guaranteed by an awarded contract. Work volume will be determined by the number of transcripts needed and by the services and quality of the performance provided by the Selected Bidder.

SECTION II. SCOPE OF SERVICES TO BE PROVIDED

A. Overview

North Dakota courts record all proceedings occurring in each of its courtrooms across the state. All courtrooms are fully equipped with digital electronic recording equipment that is integrated with the sound system. The record is primarily captured as an audio record, although a small number of proceedings are still captured as stenographic records as the primary source with an audio record made as the back-up source. The North Dakota Court System is in the process of transitioning to the audio record as the sole method of capturing the court record.

The North Dakota Court System has authorized the use of either stenographic reporting or audio to capture the record of district court proceedings since 1995. Since 2011, the court has allowed for the use of the audio record as the official record for appeals of mental health commitment cases and termination of parental rights cases.

Since 1995, the court has outsourced a portion of transcription services since 1995, alternating over the years between the use of a single vendor and using a list of eligible vendors. At this time, the North Dakota Court System is searching for a single vendor capable of producing all requested transcripts. The estimated statewide average number of transcripts per year is 1,200. This includes transcripts prepared because they are required for appeal and those that are prepared at the request of a litigant or interested person for their own purpose.

Important note for potential bidders: The North Dakota Court System defines preparation of the transcript as the creation of an original written transcript to be filed in the office of the clerk of court and one electronic copy for each party separately represented, and, if parole or probation has been granted to the defendant, then one electronic copy to the North Dakota Department of Corrections and Rehabilitation. The North Dakota Court System currently allows per page fees for the preparation of the transcript of \$3.25 for standard delivery and \$4.25 for expedited delivery. Standard delivery is 60 days. Expedited delivery is defined as a request for a transcript to be prepared and delivered within 14 days, and the expedited preparation and delivery is not required by statute or North Dakota Supreme Court rule.

The Selected Bidder will be required to provide quality transcription services in compliance with North Dakota timelines for the filing of transcripts. In addition, the Selected Bidder will be required to provide an interactive website that shall serve as the vehicle by which users involved in the transcript process may request transcripts, manage payments, transmit recordings, and receive downloadable completed transcripts. Finally, in instances that include records not available in electronic form or requestors who lack internet access, the Selected Bidder must also be able to accept transcript requests, receive payment for the requests, and deliver completed transcripts by non-electronic means.

B. Transcription Requests

North Dakota courts record all proceedings occurring in each of its courtrooms across the state. All courtrooms are equipped with identical digital electronic recording equipment and integrated sound systems. Transcript requests may come from litigants, interested person, trial court personnel or supreme court personnel.

The Selected Bidder must have an internet site by which transcript requests will be entered. The website must allow all users to access the status of transcript preparation from submission to completion.

In addition, the Selected Bidder will have a dedicated web portal for the North Dakota Court System to upload audio and log notes, witness and exhibit logs, and any other relevant materials needed for the production of the transcript into the order. This portal must be restricted for court use only.

In some instances, the courts will request transcripts and will be responsible for payment. No deposit will be required, and payment for court-requested transcripts will be made after the transcript is completed.

In other instances, the requesting party will be responsible for payment. The Selected Bidder may require a deposit before beginning transcript preparation for non-court requested transcripts.

The Selected Bidder must be able to accommodate both methods of payment.

C. Audio File Transfer Process

The Selected Bidder will electronically notify the trial court within (1) one business day of receipt that a deposit has been received and will request that the case be sent to the Selected Bidder. In website submissions, notifications to the Court will automatically be generated upon receipt of payment. The court will send the case to the vendor after notification. In the vast majority of situations, the court will have the ability to upload the file electronically through the Selected Bidder's website; however, on rare occasions an older record may only be available on an analog tape that will be mailed to the Selected Bidder.

The case will consist of the audio recording and may include associated log notes, witness and exhibit logs, and any other relevant materials needed for the production of the transcript. The Courts will upload and electronically send audio to the Selected Bidder in digital format. The most common type of digital file for transmitting audio will be MP3.

All notifications regarding transcript requests, payment, delays or other information to and from the Selected Bidder may be through electronic transmissions, which includes the Selected Bidder's web portal and email communication.

D. Quality of Product

Because these court transcripts are used for legal proceedings, accuracy is of critical importance. It is expected that each transcript will be proofread and corrected, as necessary, to ensure accuracy. Each transcript must be certified as a true copy prepared from the verbatim recording and signed by the transcriber.

E. Format of Transcript

The transcript shall be prepared in the format that is contained in Appendix D to this RFP to include, but not be limited to, line and word spacing, number of lines per page, margins, font, etc. Deviations from this format will not be accepted.

The transcript shall contain a certification from the individual transcriber and or proofreader as outlined in Appendix D.

F. Turnaround Time Required for Transcription Services

As established by court rule, court order or statute, there are typical deadlines for the completion of transcripts that the vendor must comply with. Timelines are calculated in calendar days and from the date that audio is uploaded to the vendor. The standard delivery of transcript for Supreme Court appeal requests is 60 days and expedited delivery is 14 days.

The cost of the transcript, any additional copies, plus all related charges must be itemized on each invoice to the customer.

G. Transcript Delivery Process

Secure delivery of the media and transcript is vital. The North Dakota Court System requires that transcripts be electronically sent to the parties or to a specified court email address when the transcript is court-requested.

The completed transcript will be supplied as a digitally signed copy in Adobe Portable Document Format (PDF). The vendor must have ability to send the transcript on a portable storage device to the parties if the parties are not able to receive transcripts via email or through the Selected Bidder's web portal. Additional forms of the transcript may be requested by the parties in accordance with the services and fees that are offered by the vendor.

- For appeal cases:
The Supreme Court and all parties shall be notified via email that a digitally signed PDF copy of the completed transcript is available on the website, with an associated link.
- For non-appeal cases:
The trial court and requesting party(ies), and if applicable the North Dakota Department of Corrections and Rehabilitation, shall be notified via email that a digitally signed PDF copy of the completed transcript is available on the website, with an associated link.
- Confidential cases:
The Selected Bidder will be required to sign a confidentiality statement regarding transcripts of proceedings that are confidential as well as recordings of confidential proceedings that are included with recordings to be transcribed. The Selected Bidder must require individuals employed by Selected Bidder to also sign a confidentiality statement as part of their employment or contract with Selected Bidder.

H. Payment for transcripts

The Selected Bidder will be responsible for all mailing and postage costs when returning original case materials and transcripts to the courts and to the parties, if necessary.

The Selected Bidder shall have no recourse against the North Dakota Court System for payments due from a source other than the court system and shall be responsible for limiting its exposure to non-payment.

Payment for services that are the responsibility of the North Dakota Court System will be made after the Selected Bidder has notified the court that the transcript has been prepared. The Selected Bidder will submit an itemized

invoice for costs following the process agreed to between the Selected Bidder and the North Dakota Court System.

I. Process for Complaints Regarding Transcript Quality

The selected Bidder must have a detailed process of handling transcript quality complaints.

J. Ownership.

All digital recordings, portable storage devices, log notes, completed transcripts and any other materials related to cases, including electronic versions of those items, are the property of the North Dakota Court System. The Selected Bidder is not authorized to sell or distribute any part of the case or the transcript without prior written authorization from the North Dakota Court System.

K. Data and Reporting.

The Selected Bidder shall maintain a record of all monies and cases it receives and make this information available to the North Dakota Court System upon request. The vendor will maintain the following information on all request:

- Name of court,
- Name of case,
- Docket numbers (trial court and Supreme Court),
- Date court is notified to send case,
- Date case is received,
- Date transcript is due,
- Number of pages at completion,
- Date transcript is sent to parties.
- Amount of deposit,
- Date deposit due,
- Date deposit received,
- Page rate,
- Final cost of transcript, and
- Amount of refund or additional funds to be collected.

L. Business of the Court and Indigent Cases

Through the adoption of Policy 206 the North Dakota Court System has designated certain transcripts as “business of the court” and accepts financial responsibility for the preparation of transcripts in proceedings so designated.

Those proceedings are:

- a. Criminal or juvenile case transcripts requested by the Indigent Defense Commission for the purpose of appeal or for any court proceeding that occurred prior to the appointment of counsel; transcripts of preliminary hearings; and transcripts required for post-conviction relief hearings, to prepare for re-trial following a mistrial, or appeals;
- b. Criminal or juvenile case transcripts requested by the state’s attorney for the purpose of

appeal and transcripts required for post- conviction relief hearings, to prepare for re-trial following a mistrial, or appeals;

- c. Transcripts of the judge's and state's attorney's official statements to the Pardons Advisory Board;
- d. Transcripts prepared at the direction of a district court judge or referee; and
- e. Transcripts for which the per page rate has been waived upon a finding of indigency.

In cases where the court has determined that the requesting party is indigent, the transcript request will indicate that the payment is to be made by the North Dakota Court System. In these instances, a transcript will be prepared based on the representation that the North Dakota Court System will pay for the transcript.

No deposit shall be required from the North Dakota Court System. Upon completion of the transcript, the vendor shall complete a statement on a prescribed form that will be sent to the trial court or the Supreme Court for approval.

M. Minimum Requirements for Transcription Services:

1. Established quality control procedures for producing nearly zero inaudibles/indiscernables.
2. Established procedures for reviewing and comparing transcripts with audio and producing and filing correction sheets as necessary.
3. Established and reliable media upload and transcript delivery processes.
4. Established billing and collection system.
5. Established system to report required information.
6. Established and demonstrated focus on providing customer service.
7. Sufficient administrative staff and transcript production staff to produce all transcript requested on a timely basis.
8. Robust web-based software for accepting requests, uploading media and document files, transmitting documents, and accepting payment.
9. All vendors must be eligible to do business within the State of North Dakota. Additional information can be found on the website for the North Dakota Office of Management and Budget at: <https://www.omb.nd.gov/doing-business-state> and the North Dakota Secretary of State: <https://www.sos.nd.gov/>.

N. Minimum Qualifications for Transcribers

The vendor must ensure that its transcribers meet all of the following minimum qualifications:

- a. Certification through the American Association of Electronic Reporters, or demonstrated equivalent. Selected Bidder shall explain the minimum qualifications for transcribers.
- b. Competency in the English language sufficient to understand and transcribe spoken words into written words using correct syntax, spelling, grammar and punctuation.
- c. Agreement to maintain as confidential any confidential information learned during the preparation of transcripts of confidential court proceedings.
- d. The ability to understand court procedures, legal documents, laws, legal factors pertaining to the court system. Knowledge of court process and legal terminology preferred.

SECTION III. RFP PROCESS

A. Agency Point of Contact/Restriction of Contact with Agency Employees

The sole point of contact for this RFP, from the RFP issue date until the resulting contract is effective: sholewa@ndcourts.gov.

From the date of release of this RFP until the award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the North Dakota Court System regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. North Dakota Court System employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All contact concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, must be submitted via email and received by the Point of Contact by the end of vendor inquiry period (see Schedule of Events herein).

The email subject line must be as follows: **INQUIRY RELATED TO RFP# 180-2025-01**

The vendor must identify the RFP name, page number and relevant paragraph and include the vendor's name, telephone number, and e-mail address.

The North Dakota Court System responses to properly submitted inquiries will be posted on the court's website at: <https://www.ndcourts.gov/court-administration/finance/request-for-proposals>

The North Dakota Court System may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the North Dakota Court System. Official responses by the North Dakota Court System will be made only in writing by the process described above. It is the responsibility of vendors to review the most updated information related to this RFP before submitting a proposal.

C. RFP Addendum

The North Dakota Court System reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the North Dakota Court System, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

D. Property of the North Dakota Court System

All material received in response to this RFP shall become the property of the North Dakota Court System and will not be returned to the vendor. Upon Contract award, the North Dakota Court System reserves the right to use any information presented in any Proposal.

E. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any contract resulting from this RFP. A vendor's disclosure or distribution of Proposals other than to the North Dakota Court System will be grounds for disqualification.

F. Public Disclosure

The content of each vendor's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFP may be subject to public disclosure under applicable law.

Confidential, commercial or financial information may be exempt from public disclosure under applicable law. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the North Dakota Court System and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the vendor of information it believes exempt does not have the effect of making such information exempt. The North Dakota Court System will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, vendor pricing will be subject to disclosure upon approval of the contract. If a request is made to the North Dakota Court System to view portions of a Proposal that the vendor has properly and clearly marked confidential, the North Dakota Court System will notify the vendor of the request and of the date the North Dakota Court System plans to release the records. To halt the release of information by the North Dakota Court System, a vendor must initiate and provide to the North Dakota Court System, prior to the date specified in the notice, a court action in the Superior Court of the State of North Dakota, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The North Dakota Court System may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The North Dakota Court System is not obligated to comply with a vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

- The North Dakota Court System may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

G. Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium to judicial or non-judicial employee of the North Dakota Court System, any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the North Dakota Court System Non-Commitment.

Notwithstanding any other provision of this RFP, this RFP does not commit the North Dakota Court System to award a Contract. The North Dakota Court System reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

H. Compliance

Vendors must comply with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the North Dakota Court System currently in effect, and as they may be adopted or amended during the contract period. It is vendor's responsibility to determine the applicability and requirements of any such laws, rules and regulations.

I. Cost to Respond to RFP

By submitting a proposal, a vendor agrees that in no event shall the North Dakota Court System be either responsible for or held liable for any costs incurred by a vendor in the preparation of, or in connection with the proposal, or for oral presentation or product demonstration if any.

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Submission, Deadline, and Location Instructions

Proposals must be submitted via E-mail to rfp@ndcourts.gov

The email subject must be as follows: RESPONSE TO RFP Transcript Services

Proposals must be clearly marked as follows:

Response to RFP 180-2025-01 Transcript Services

Proposals must be received no later than the time and date specified in the Schedule of Events section. Late submissions may not be considered for contract award. Delivery of the Proposals shall be at the Bidder's expense. The North Dakota Court System accepts no responsibility for mislabeled email or email that is not delivered or undeliverable for whatever reason.

B. Validity of Proposal

The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid for hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the effective date of any resulting Contract, whichever is later.

C. Proposal Format

- a. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1” margins on white 8 1/2” x 11” paper using a font no smaller than 12-point Times New Roman or similar.
- b. Bidders must respond to each question and instructions listed in Appendix C of this RFP. Number each response in the proposal to correspond to the relevant question or instructions of the RFP.
- c. All pages of the proposal should be numbered consecutively beginning with number 1 on the first page (not including the cover page or table of contents pages) through to the end, including all forms and attachments. Bidder’s name should appear on every page, including attachments.
- d. All electronic documents should be formatted for printing as formatting will not be adjusted prior to printing and review of these documents.
- e. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the North Dakota Court System, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- f. The Bidder shall complete and submit the “Proposal Cover Page” provided in Appendix A of this RFP and provide it with the Bidder’s proposal. The cover page must show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- g. The Bidder should complete and submit the “Debarment and Non-collusion Certification Form” provided in Appendix B of this RFP. Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the North Dakota Court System.

SECTION V. EVALUATION OF PROPOSALS

A. Criteria for Evaluation and Scoring

The NORTH DAKOTA COURT SYSTEM will evaluate each responsive proposal using a scoring scale of 100 points which will be distributed as set forth in the table below:

CATEGORIES	POINTS
Technical Proposal	
Organization Qualifications, Experience and Staffing	30
Proposed Production Services	20
Quality Assurance Protocol	20

Cost Proposal	30
TOTAL MAXIMUM POINTS	100

The review team will use a consensus approach to evaluate the proposals. The contract award(s) will be made to the Vendor receiving the highest number of evaluation points.

B. Oral Interviews and Product Demonstrations

The North Dakota Court System reserves the right to invite vendors to oral interviews and/or product demonstrations. The North Dakota Court System retains the sole discretion to determine whether to conduct oral interviews, with which vendors, and the number of interviews. Vendors are advised that the North Dakota Court System may decide to conduct interviews with less than all responsive vendors. It is the expectation of the North Dakota Court System that all oral interviews or product demonstrations will be conducted via electronic means using tools such as Zoom, Microsoft Teams or WebEx.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the proposals. Vendors are prohibited from altering their proposals during the oral interviews and product demonstrations. Therefore, Vendors should submit proposals that present their rates and other information as clearly and completely as possible.

The North Dakota Court System may ask the vendor to provide written clarifications of elements in their proposal regardless of whether it intends to conduct oral interviews.

C. Cost Proposal Scoring

Cost proposals will be reviewed upon completion of the final technical scoring of proposals. Vendors are advised that this is not a low bid award and that the scoring of the cost proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

The following formula will be used to assign points for costs:

- a. (Lowest submitted cost per page for 60 calendar day / Cost per page for 60 calendar day of proposal being scored) x **10** = pro-rated score
- b. (Lowest submitted cost per page for 14 or fewer calendar day / Cost per page for 14 calendar day of proposal being scored) x **5** = pro-rated score
- c. (Lowest submitted cost per page for “business of the court and indigent transcripts” / Cost per page for business of the court and indigent of proposal being scored) x **10** = pro-rated score

The remaining **5** points assigned to the cost section will be scored based on the appropriateness and reasonableness of Bidder’s remaining responses in the cost section.

No Best and Final Offers: The State of North Dakota will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

D. Negotiations and Selection

1. The North Dakota Court System reserves the right to waive minor or immaterial deviations from the RFP requirement if determined in the best interest of the North Dakota Court System.
2. If the North Dakota Court System determines to make an award, it will issue an “intent to negotiate” notice to a vendor based on these evaluations. The North Dakota Court System reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the North Dakota Court System’s Request for Proposals to an extent that may affect the price of goods or services requested. The North Dakota Court System reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the North Dakota Court System may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the North Dakota Court System may cancel this RFP, and solicit new proposals under a new acquisition process.
3. The North Dakota Court System reserves the right to reject any and all Proposals or to make multiple awards.

SECTION VI. CONTRACT FORM

- A. The Selected Bidder will be required to execute a contract in the form of the North Dakota Court System Standard Terms and Conditions which is attached as Appendix E.
- B. The North Dakota Court System may consider modifications of this form during negotiations. To the extent that a vendor believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the vendor should note those issues during the vendor inquiry period. The North Dakota Court System will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the North Dakota Court System accepts a vendor’s exception the North Dakota Court System will, at the conclusion of the inquiry period, provide notice to all potential bidders of the exceptions which have been accepted and indicate that exception is available to all potential bidders. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the North Dakota Court System’s terms in response to this solicitation.
- C. Allocation of funds is final upon successful negotiations and execution of the contract.

APPENDIX A
PROPOSAL COVER PAGE
RFP# 180-2025-01
Transcription Services

Bidder's Organization Name:			
Chief Executive - Name/Title:			
Tel:		E-mail:	
Headquarters Street Address:			
Headquarters City/State/Zip:			
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:			
Tel:		E-mail:	
Local Office Street Address:			
Local Office City/State/Zip:			

- This proposal and the pricing contained therein will remain valid for hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events contained in the RFP, or until the effective date of any resulting Contract, whichever is later.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting agreement with the North Dakota Court System should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX B

DEBARMENT AND NON-COLLUSION CERTIFICATION

RFP # 180-2025-01

Transcription Services

By signing this document, I certify to the best of my knowledge and belief that none of the aforementioned organization, its principals and any subcontractors named in this proposal are currently suspended or debarred from doing business in North Dakota or have been suspended or debarred by an agency of the federal government.

I further certify that the Proposal submitted in response to this RFP, the prices, terms and conditions, and Work quoted have been established without collusion with other vendors and without effort to preclude the North Dakota Court System from obtaining the best possible competitive Proposal.

Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the North Dakota Court System.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX C
BIDDER RESPONSE TEMPLATE
RFP# 180-2025-01
Transcription Services

Bidders must submit proposals in accordance with “Appendix C– Bidder Response Template”. The Bidder’s proposal should sequentially follow each section found in Appendix C and Bidder must answer each question that is asked in each section, as well as respond to all information sought. The North Dakota Court System reserves the right to reject any and all proposals that do not follow this required formatting. All proposals must address the following:

Section A. Vendor Profile and Overview.

- a. Brief history of the vendor and description of the vendor’s present organizational structure.
- b. A statement of the vendor’s willingness and ability to procure a bond or propose a suitable alternative to guarantee the security of funds to be held by the vendor pending transcript delivery.
- c. A summary of any litigation, previous or outstanding, relating to vendor's performance of professional services contracts, or an account of why this information is not provided.

Section B. Vendor Qualifications, Experience and Staffing.

- a. Vendor’s experience in providing similar services, with emphasis on experience producing transcripts for courts.
- b. A minimum of three references, including name, address, and telephone numbers of prior or present customers.
- c. The names and curriculum vitae of each employee of the vendor who will work on this project, including the experience, education, and professional qualifications each employee has in providing transcript services. Include any applicable national certifications that transcribers, proofreaders, and other relevant staff possess.
- d. The identity of the manager of this project, including his or her qualifications, highlighting similar projects successfully managed.
- e. If the bidder has not provided transcript services for courts, note this, and describe experience with projects that highlight the vendor’s general capabilities.
- f. List of all current litigation in which the Vendor is named and a list of all closed cases that have closed within the past 5 years in which Vendor paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.
- g. Provide hours of the operation available for customer services for both paying customers as well as the Vendor staffing and customer service to the North Dakota courts.

Section C. Project Methodology

- a. Bidders must confirm the ability to comply with the scope of services and the requirements specified in Section II of the RFP.
- b. Describe in detail the organizations standard transcript preparation process to be used, including quality control measures currently used.
- c. Describe how the transcription requests will be received, processed and delivered.
 - i. Whether your organization currently has website for customers to use to request transcripts. If you do not have a website, please provide an explanation of how it will be built and ready for use on January 1, 2026 should your organization be selected to provide transcription services for the North Dakota Court System.
 - ii. Describe how electronic files will be received from North Dakota Court System.
 - iii. Whether one transcriber will produce the entire transcript or whether teams of transcribes may be used.
- d. Vendor must detail how they propose to comply with the financial and reporting requirements.
- e. Vendor must propose methods by which payments for transcripts may be made, including provisions to accommodate those with neither Internet access nor a credit card. These methods must ensure that payments made will not be transferred to vendor until transcript is completed. Vendor may propose payment method involving advance deposits, but the proposal must detail the amount and the policy.
- f. Vendor must propose an electronic method of notification, receipt, preparation, and transmission of events in the processing of transcripts.
- g. Vendor must describe their payment process of their stages of the transcription preparation.
- h. Vendor must describe how complaints will be resolved.
- i. Vendor must describe how errors in transcriptions will be corrected.
- j. Vendor should verify its ability to provide a range of transcription turnaround times, including: 1-day, 3-days, 7-days, 14-days, 30-days and 45-days.
 - a. If Vendor has other services or timelines that they are able to provide, Vendor should reference those as well.

Section D. Quality Protocols

- a. The Proposal must describe the detailed procedures the vendor follows to ensure that the transcripts are of high quality and that they accurately reflect audio and case information that is provided.
 - i. The protocol includes:
 1. A declaration of the guaranteed transcript accuracy rate (including a straightforward definition of how that rate is determined);
 2. Describes how the Bidder will ensure that the transcript includes properly researched local information (i.e., city, county, and river names, local landmarks, etc.) and ensures that spelling and grammar are correct;
 3. Describe the role of the proofreader in your organization and how the proofreader ensures the transcript is accurate;
 4. How much effort is put into understanding the audio before an indiscernible or inaudible is assigned to a piece of the audio?
 5. Please share the quality control procedures your organization uses.

6. Bidder shall describe their process to address customer concerns regarding the quality of transcripts, errors and/or to register disputes with content of transcripts.
7. Bidder must agree that all materials, electronic or otherwise, belong to the North Dakota Court System and may not be sold without its express permission.

Section E. Cost Proposal.

- a. Vendor must furnish a complete description of all fees to be charged by the vendor for performance of transcription services.
- b. The cost proposal shall include all the costs necessary for the Bidder to fully comply with the contract terms and conditions and the RFP requirements, including implementation/testing of the services if necessary.
- c. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the North Dakota Court System may be included in the proposal.
- d. The vendor selection committee reserves the right to review all aspects of the cost proposal for reasonableness, to request clarification of any part or parts of the cost proposal, and to negotiate cost terms.
- e. Bidders to provide a cost per a page rate for the items detailed in the table below based on the scope of services provided in Section II of this RFP.
- f. Vendor compensation for transcription services shall be measured by pages in electronic version as defined in Appendix D.

Item	Service Order Type	Cost Per Page Rate
1.	14-Calendar Day Turnaround	\$
2.	60-Calendar Day Turnaround	\$
3.	Business of the Court and Indigent Transcripts	\$

Per page copy cost for party if requesting paper version of transcript in lieu of an electronic copy	\$
Per page rate for other turnaround times offered by vendor	\$

Appendix D

TRANSCRIPT FORMAT

Transcript format is governed by North Dakota Rule of Appellate Procedure 10. The specifics contained in the rule are:

Appellate Rule 10 (e) Form of Transcript. Each transcript must conform to the requirements of Rules 31(b)(2) and 32 except as otherwise provided:

- (1) lines must be numbered on the left margin;
- (2) each page may not contain more than 27 lines or less than 25 lines;
- (3) the left margin may not be more than 1 3/4 inches wide;
- (4) the right margin may not be more than 3/8 inches wide;
- (5) each question and answer must begin on a new line;
- (6) an indentation for a new speaker or paragraph may not be more than 10 spaces from the left margin;
- (7) each volume must be indexed as to every witness and exhibit;
- (8) each page must be numbered consecutively;
- (9) the accuracy of the transcript must be certified by the person preparing the transcript.

Further format requirements are specified in Appellate Rule 32, and include:

(4) Paper Size, Line Spacing, and Margins. The brief must be on 8½ by 11 inch paper. Margins must be at least one and one-half inch at the left and at least one inch on all other sides. Pages must be numbered at the bottom, either centered or at the right side. Page numbering must begin on the cover page with the arabic number 1 and continue consecutively to the end of the document.

(5) Typeface. The typeface must be 12 point or larger with no more than 16 characters per inch. The text must be double-spaced, except headings and quotations may be single-spaced and indented. Footnotes must be double-spaced and must be in the same typeface as the text.

(6) Type Styles. A brief must be set in a plain, roman style, although italics or boldface may be used for emphasis. Case names must be italicized or underlined.

(7) Paragraph Numbers. Paragraphs must be numbered using arabic numerals in briefs. Reference to material in any document that contains paragraph numbers must be to the paragraph number.

Additional information about formatting and style is included in the North Dakota Digital Audio Recorder's Manual, which will be made available to the Selected Bidder.

CERTIFICATION

The transcriptionist is to authenticate the original transcript and each copy with a certification on the last page. No additional fee is to be charged for the authentication and certification. The certification is to appear on the last page of each volume of transcript.

Sample Certification:

"I, (insert your name) a transcriptionist employed by Selected Bidder, do hereby certify that the forgoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, to the best of my professional skills and abilities."

Signature of Transcriptionist Date

COPIES

Transcript copies may be reproduced by any method of reproduction which produces black text on white paper. There may be no marking on the original or copies that would hinder the clear reproduction by mechanical means by any court official or party.

Appendix E – Sample Contract Service Agreement

THIS AGREEMENT IS made between the North Dakota Court System (hereinafter referred to as COURT) and Selected Bidder, (hereinafter referred to as CONTRACTOR).

The parties agree to:

- I. **Term.** The work under this Agreement will commence on _____, and the project must be completed on or before June _____, unless the time for completion is extended by mutual agreement of the parties, in writing, as provided in this Agreement.
- II. **Services to be Performed by CONTRACTOR.** CONTRACTOR shall perform the services described in the Request for Proposal and in the manner proposed in CONTRACTOR’S proposal, except as amended by the mutual agreement of the parties.
- III. **Compensation.**
 - (a) For the performance of services under this Agreement, the COURT shall pay CONTRACTOR \$_____, based upon the budget outlined in CONTRACTOR’S proposal.
 - (b) CONTRACTOR agrees that its records relating to compensation paid by COURT for the services rendered will be available for review by COURT or its authorized representative during normal business hours with prior notice. Such records must be retained by CONTRACTOR for a period of three years from the date of the termination of this Agreement during which period they will remain available for review by COURT.
 - (c) All invoices and statements for services rendered should be mailed to COURT as follows:

Office of the State Court Administrator
Mail Stop 180
600 E Boulevard Avenue
Bismarck, ND 58505-0530
- IV. **Independent Contractor Status.** CONTRACTOR’S status for conduct of work described in this Agreement is as an independent contractor, not as an agent or employee of the COURT. Any and all employees of CONTRACTOR while engaged in performance of any work or service required by COURT under this Agreement are considered employees of CONTRACTOR only. Any and all claims that may arise under the North Dakota Worker’s Compensation Act on behalf of CONTRACTOR’S employees while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of CONTRACTOR’S employees while so engaged in any of the work or services so provided to be rendered under this Agreement are the sole obligation and responsibility of CONTRACTOR.
- V. **Acceptance Procedure.** CONTRACTOR shall render the reports and deliverables described in the Request for Proposal, under the terms and conditions listed in it. COURT shall have a maximum of twenty (20) working days from the delivery of the final draft of the completed project to respond in writing to such delivery. If COURT believes the completed project does not conform to the requirements of the Agreement, it shall notify CONTRACTOR in writing, within the above-mentioned twenty (20)

days and shall indicate with particularity in what manner the project fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.

- VI. Covenant against Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than bona fide employees to solicit or secure this Agreement and that it has not paid or agreed to pay any company commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COURT has the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- VII. Nondiscrimination in Employment.** During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin.
- VIII. Contingencies.** If CONTRACTOR fails to perform under this Agreement due to causes beyond the control and without the fault or negligence of CONTRACTOR, such failure will not constitute a default in performance. If such an event occurs, COURT and CONTRACTOR may make such other agreements as may be necessary and possible to facilitate contract completion.
- IX. Termination by COURT.**
- (a) **Failure of CONTRACTOR to Fulfill Obligations.** If for any reason, other than the causes set out in paragraph VIII, CONTRACTOR fails to fulfill its obligations under this Agreement, COURT shall notify the CONTRACTOR in writing of the specific nature of the failure. Termination is effective thirty (30) days following receipt of COURT'S written notice, provided that CONTRACTOR was provided a reasonable time to remedy or dispute the deficiencies listed by COURT. CONTRACTOR has the right to receive just and equitable compensation for any satisfactory work completed before the date of termination under this paragraph.
- (b) **Failure of COURT to Secure Funding.** If the North Dakota legislature fails to appropriate funds to begin, continue or finish this project, this Agreement will automatically terminate and CONTRACTOR may not enforce the remaining term of the Agreement. CONTRACTOR has the right to receive just and equitable compensation for any satisfactory work completed before the date of termination under this paragraph.
- X. Termination by CONTRACTOR.** If COURT fails to comply with any material term or condition of this Agreement, CONTRACTOR may terminate this Agreement on written notice to COURT. Termination is effective thirty (30) days following receipt of CONTRACTOR'S written notice, provided that COURT was provided a reasonable time to remedy or dispute the deficiencies listed by CONTRACTOR.
- XI. Renewal.** This contract will not automatically renew.
- XII. Access to Information and Facilities.** COURT recognizes that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of this Agreement, and will

assist or otherwise aid CONTRACTOR in the procurement of such data or information or access to personnel and facilities as requested by CONTRACTOR.

- XIII. Publication.** CONTRACTOR may publish information, interim and final reports produced in the conduct of this project, with the written permission of COURT.
- XIV. Copyright.** COURT retains all rights, title and interest in and to all data, report materials, reports, copyrights, artwork, illustrations, and other original materials that are compiled or result from this project.
- XV. Governing Law.** The laws of the state of North Dakota shall govern the validity, construction, interpretation and effect of this Agreement.
- XVI. Conflicts in Documents.** Notwithstanding anything in this Agreement to the contrary, in the event of any inconsistency or conflict among the documents making up this Agreement, the document must control in this order of precedence: (i) this Agreement; (ii) Request for Proposal dated _____; (iii) CONTRACTOR'S proposal in response to the Request for Proposal dated _____; (iv) written correspondence between the parties that reference this Agreement, the Request for Proposal, or CONTRACTOR'S proposal.
- XVII. Entire Agreement; Modification.** This Agreement constitutes the final, integrated expression of the Agreement of COURT and CONTRACTOR. No amendments or changes may be made to the terms and conditions of this Agreement without the parties' mutual written consent.
- XVIII. Waivers.** The failure of the parties to enforce, at any time, the provisions of this Agreement or the failure to exercise any option provided in this Agreement is not a waiver of such provisions and does not affect the validity of this Agreement or any part of it or the right of the parties to enforce each and every provision and to exercise any such option. No waiver of any breach of this Agreement may be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement are cumulative, that being in addition to every other remedy provided by operation of law.
- XIX. Severability.** If any term of this Agreement is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the illegal or unenforceable term.
- XX. Representatives of Contracting Parties.** The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for required notification and communication:

(a) **Representing COURT:**

Office of the State Court Administrator
Mail Stop 180
600 E Boulevard Avenue
Bismarck, ND 58505-0530
Phone: 701-328-4216

(b) **Representing CONTRACTOR:**

- XXI. Maintenance, Access and Examination of Records.** If this Agreement is terminated in whole or in part, the records relating to the terminated work must be preserved and made available for a period of three years from the date of any resulting final settlement.
- XXII. Confidentiality.** Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from COURT under this Agreement that COURT has previously identified as confidential or exempt from mandatory public disclosure, except as necessary to carry out the purposes of this Agreement or as authorized in advance by COURT. Absent a court order, COURT agrees not to disclose any information it receives from CONTRACTOR that has previously been identified as confidential or proprietary and that the COURT determines in its sole discretion is protected from public disclosure. The duty of the COURT and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.
- XXIII. Insurance.** CONTRACTOR represents and warrants that it has and will continue to maintain with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate insurance under all applicable worker's compensation laws. CONTRACTOR will furnish such certificates with respect to its insurance as COURT may from time to time require.
- XXIV. Prohibition Against Assignment.** Notwithstanding any other provision of this Agreement, CONTRACTOR will not transfer, pledge, or otherwise assign this Agreement, or any interest in it, or any claim arising under it, to any party or parties, bank, trust, company, or other financing institution.
- XXV. Indemnity.** CONTRACTOR agrees to defend, indemnify and hold harmless COURT, its agencies, officers, and employees from any claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise from CONTRACTOR'S performance of this Agreement, except for claims resulting from or arising out of the COURT'S sole negligence arising from professional errors and omissions. The legal defense provided by CONTRACTOR to COURT under this paragraph must be free of any conflicts of interest, even if retention of separate legal counsel for COURT is necessary. CONTRACTOR also agrees to defend, indemnify, and hold COURT harmless for all costs, expenses, and attorney's fees incurred in establishing and litigating the indemnification coverage provided in this paragraph. This obligation will continue after the termination of this Agreement.
- XXVI. Attorney Fees.** In the event a lawsuit is initiated by COURT to obtain performance due under this Agreement, and COURT is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COURT's reasonable attorney fees and costs in connection with the lawsuit.