

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

The mission of the Circuit Court is to serve the Sixth Judicial Circuit residents in the determination of litigation is serious criminal, civil, family, and juvenile matters in accordance with the Constitution; to administer justice in a fair, timely, and efficient manner.

5.2. Intent

It is the Court's intent to obtain the services of an experienced transcription firm, staffed with qualified transcribers, to transcribe approximately 410,000 pages (265,000 original and 145,000 copy pages) annually of Circuit Court proceedings from digitally recorded media. Media may include any proceedings, including legislative, quasi-legislative, judicial, and quasi-judicial proceedings, from the public or judicial partner agencies. The public and other agencies may pay directly for these services.

Today's technology affords private and public environments the ability to conduct day-to-day business processes in a cost-efficient and productive manner. The Court's intent is for the Contractor to have the ability to interact with the Court through a high-speed secure internet connection for the transmittal and receipt of digitally recorded audio. The Court will make available approximately 99% of workload on the Court's FTP server or ShareFile sites. Electronic delivery of the completed transcript will only apply when the Court or the customer chooses to receive the requested transcript electronically at the time of the order. All other transcripts not delivered electronically will either be available for pickup at the Court, the Contractor's Office, or delivered by mail. The Contractor will facilitate the delivery of the transcripts.

The Court estimates its overall workload distribution to consist of the following: Ninety percent (90%) electronically transmitted 4-track digital recorded audio, and ten percent (10%) other.

5.3 Scope of Services

(a) The Contract is estimated to begin July 2026.

(b) Contractor must be able to receive data transfers from the Court for transcript requests via email, FTP download, or ShareFile, which will contain transcript request information, case hearing information, and transcript process updates.

(c) Contractor must be able to download digital audio files from the Court's FTP or ShareFile site for each transcript order request that is processed. Retrieval of digital audio files from the Court will/can occur during normal office hours of 8:30 am to 4:30 pm, Monday through Friday.

(d) Once a request for a transcript is received from the customer by the Court, the Court will forward the request along with case hearing information and, if available, the CourtSmart tag report, to the Contractor.

(e) Once the Contractor has been provided with the transcript request and case information from the Court, the Contractor will be responsible for contacting the requester by phone and/or email to provide an estimate of the transcript cost.

(f) Contractor will be responsible for handling the payment process for all public transcript requests.

(g) Contractor will be responsible for billing the Court bi-weekly for transcripts requested by the Court.

(h) Contractor must make corrections to, fix, or repair transcript(s) to the satisfaction of the Court, when requested to do so by the Court, for a period of up to six (6) months from the expiration of the Contract term or any extended term of the Contract.

(i) At the conclusion of the Contract, any outstanding transcript order(s) must be completed and delivered to the Court in accordance with the rates and turnaround times as outlined in the Contract.

(j) All persons associated with the transcription of court proceedings must keep all information confidential.

(k) The Contractor must be a professional or individual member in good standing with the American Association of Electronic Reporters and Transcribers Organization (MERT). For more information, please go to www.aaert.org.

- (l) The Contractor must be the single point of contact for the delivery of all transcript requests. The Contractor must also assign a single point of contact for technical issues.
- (m) Contractor must have a high-speed secure Internet access for the transfer of digital recorded audio.
- (n) Upon request of the Court, the Contractor must place on the Court's secure FTP/ShareFile site any previously transcribed transcript(s).
- (o) Testimony during a court proceeding via video conferencing and/or telephone conferencing must be transcribed by the Contractor. Testimony is part of the official record and is not provided as a separate audio file.
- (p) The Contractor must have the ability to allocate work to more than one transcriber if the Contractor deems necessary.
- (q) The Contractor must deliver transcripts in either Microsoft Word or PDF format as requested by the Court. The file name protocol for the transcript must follow this format: Case No-MMDDYYYY (date of proceeding) .doc, or .docx, or .PDF (ex., 25874V-03312004, .doc, or .docx, .PDF).
- (r) The Contractor must provide, free of charge, a CD-R for each transcript that is not electronically delivered to the Court and/or Customer. The transcript is to be converted to a PDF file and saved onto a CD-R(s). A label must be adhered to the CD-R(s) with the following information typed onto the label: Case No-MMDDYYYY (date of proceeding).pdf (ex., 4579FL-10292004.pdf) along with Contractor's company name and phone number. The CD-R must be stored in a sleeve or envelope that is attached to the inside back cover of the transcript.
- (s) The Contractor must provide to the Court an accurate written transcript(s) which must be comprised of a full and verbatim record of each CD or digital media. The Contractor must produce an official court transcript in proper format (See Attachment D1).
- (t) The Contractor must authenticate the Original and/or Copy transcript of a compact disk CD, CD- R, or DVD with a digitally signed Certificate Page on the last page of the transcript in the following format (See Attachment D2).
- (u) The Contractor must authenticate the Original and/or Copy transcript that was taken from a download, CD-R, DVD or other non-Circuit Court media with a digitally signed Certificate Page on the last page of the transcript in the following format (See Attachment D3).
- (v) The Contractor must ensure that original and/or Copy(s) of transcripts that are hand delivered to the Court and/or Customer must contain a Certificate Page to be signed by the transcriber in blue ink.
- (w) Transcripts that are delivered electronically to the Court and/or Customer in a PDF format must have the Certificate Page electronically signed by the transcriber.
- (x) Transcripts that are not delivered to the Court and/or Customer at the required contract time are deemed late. The entire invoice will be reduced 5% for every hour that a transcript(s) is not received by the Court. A transcript is considered late if any of the transcripts pertaining to an invoice are not all delivered on-time. The invoice will be deducted as indicated above. If there is a technical problem or other emergency issue that prevents delivery, the Contractor must contact the Court to discuss and resolve the issue.
- (y) Transcripts received from the Contractor that were not prepared per the specifications of the order/invoice and specifications as outlined in this RFP must be corrected and provided to the Court within twenty-four (24) hours of notification by the Court.
- (z) Any errors, including but not limited to missing pages as described in item(s) below, which are found within the transcript, must be corrected by the Contractor within three (3) calendar days of notification of such defects at no additional charge to the Court or any individual requesting same. Contractor must store or archive all transcripts on hard disk, or by other means of storing digital data approved by the Court, to retrieve transcripts and make corrections to transcripts for a period of at least 365 days from the time that a transcript is originally delivered by

the Contractor to the Court's Technical Services Division. Contractor must make all necessary corrections to transcripts. In the event of a dispute between the public and the Contractor as to whether a correction is necessary, the Contract Administrator or his/her designee has the sole discretion in making the final determination regarding the need for the correction.

(aa) The Contractor must provide any missing pages in a transcript to the Court and/or Customer at no charge for up to 30 days from the date Contractor delivers said transcript to the Court and/or Customer. Thereafter, from day 31 to the end of the 365-day period mentioned above, Contractor must provide the Court and/or Customer, missing pages at the rate of \$1.00 per page.

(bb) The Contractor must produce the original transcript with black ink and must produce copies of transcripts by any method of duplication which produces black copy. The Contractor must prepare a transcript (original and copies, if requested) on at least 20-pound white paper of good quality. The stock must be 8 ½ X 11 inches in size. The Contractor must use a left-hand margin of 1.5 (1 1/2 inches) and a right-hand margin of 0.5 (½ inch).

(cc) The Contractor must provide, at the Court and/or customers' request, a transcript in a four page-in-one condensed format and an associated index page (See Attachment D6 in RFP). The index page is billable.

(dd) The Contractor must provide, at the Court and/or Customers Request, a transcript(s) in an ASCII text format.

(ee) The Contractor may not charge for a transcript page under 10 lines.

(ff) Any transcript containing testimony must include an index page, which must be single-spaced.

(gg) The original transcript and each copy shall be legible without any interlineations materially defacing the transcript. The Contractor shall type transcript(s) with a minimum of ten letters to the inch and a minimum of twenty-five double-spaced lines utilizing the entire page. The typing shall begin as close as possible to the left marginal line with words properly hyphenated when necessary. Each page of transcription shall bear numbers indicating each line of transcription upon each page (i.e., from 1-25 inclusive) that are printed at the left marginal line of the original transcript.

(hh) The pagination of the transcript must be in a single series of consecutive numbers of each case. The Contractor shall place the page number flush with the top right-hand margin before the first line of transcription.

(ii) The Contractor must bind each copy of the transcript with front and rear covers of good quality, consisting of a clear plastic front cover and blue binding with a blue back cover. The transcripts shall be fastened with adequate binding to keep the transcript pages together.

(jj) Transcripts must be punched with three holes in the left margin. The holes are to be 4-1/4 inches center to center with the middle hole centered in the page.

(kk) Each transcript is to include a title page indicating court name, division, case name, name and title of judge or other judicial officer presiding, type of proceedings, date of proceedings, volume number, name of each attorney and name of party represented, whether a jury was present, whether the transcript or a portion of the transcript is shielded or sealed, and contractor's full name and address.

(ll) In the event that the Contractor receives a transcript request from the Court that contains testimony that is either sealed or shielded, the Contractor must indicate on the cover page that the transcript is sealed entirely, portions sealed, or portions shielded.

(mm) The Contractor must have the cover page of each transcript stamped in red or blue ink "Original" (See Attachment D4 in RFP). Any additional copies requested, the cover page of the transcript must be stamped in red or blue ink "Copy" (See Attachment D5 in RFP).

(nn) The Contractor must archive each week's transcription files. Cases that have been transcribed by more than one transcriber must be submitted as one document. Each Monday, the archive of the previous week's transcription files, which are either in Microsoft Word or PDF will be delivered to the Court. The Contractor must

upload the files to the Court's secure FTP or ShareFile site, at no additional cost, where they shall remain the property of the Circuit Court.

(oo) The Contractor must have the ability to access the State of Maryland Judiciary's web-based CaseSearch site for verification of case and docketing information.

5.3.1 Quality Control

(a) Upon receipt of digital audio, either hand-delivered or electronically sent to the Contractor, the Contractor must notify and/or return media to the Court if the quality of the media produced affects the Contractor's ability to hear court proceedings. Notification to the Court shall be within two (2) hours for Same Day turnaround times, within four (4) hours for One (1), Three (3), and Five (5) day turnaround time orders, and within twenty-four (24) hours on Ten (10) and Twenty (20) day turnaround times, to secure a new copy of the proceedings. An extension may be granted if timely notification is presented to the Court.

(b) If Contractor has an "unintelligible" (audio is present but is not understood) portion of a digital audio, Contractor is required to state "unintelligible" at that portion of the transcript and indicate how many word(s) or how much tape time or seconds or minutes cannot be transcribed. If more than two (2) unintelligible portions occur on a given page, the Contractor is required to have a second transcriber or supervisor review the audio to ensure transcript quality. In addition, if there are more than a total of five (5) unintelligible portions are indicated within a given transcript, the Contractor must notify the Court immediately. The contractor guarantees that the transcripts are free from defects in materials and workmanship.

(c) During the transcription of digital audio, if any disruption in the flow of testimony is detected or loss of audio ("inaudible") is noticed, the Contractor must notify the Court immediately so the Court can take the necessary measures to resolve what caused the disruption in the flow of testimony in the media and correct it. If the Contractor and/or the Court are unable to resolve the issue of an inaudible, the Contractor is required to state "inaudible" at that portion of the transcript and indicate how many words or how many hours, minutes, or seconds cannot be transcribed. Audio cannot be rejected by the Contractor due to quality without prior approval by the Court.

(d) Contractor must provide the Court with a Quality Control checklist for approval upon request for each transcript produced. Each transcript physically delivered to the Court shall have a Quality Control checklist that ensures each transcript has been audited for errors. The checklist should include, but not be limited to: Order No., Case Name, Case No., Date(s) of proceedings, number of billable pages, number of unintelligible words, reason for the unintelligible(s), signed certification page stamped cover pages, and transcriber's full name.

5.3.2 Time Specifications/Compensation

(a) Transcription prices for transcription orders shall include daily delivery to the Court, customer pickup from Contractor's office or electronic delivery to the customer between the hours of 8:00 a.m. and 4:30 p.m., and specific DAILY delivery times of transcripts are indicated on Attachment E1. (Fee Schedules). There shall be no minimum or maximum page requirements for a transcript hereunder except for Same Day requests (maximum of an estimated 40 pages). One-day turnaround orders that are placed on a Friday or a day prior to a court holiday up until 4:30 p.m. are to be delivered to the Court and/or Customer by 8:30 a.m. on the following open business day.

5.3.3 The workload is as described below:

Total PAGES transcribed for the last six months of 2025:

20 Day	111,699
10 Day	21,499
5 Day	12,413
3 Day	9,420
1 Day	6,844
<u>Same Day</u>	<u>473</u>
Total	162,348