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|--|------------------------|--|--|----------------|--------------------------------|----|-------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900) | | RATING | PAGE | OF | PAGES |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER | | |
| USDC 12-05-TOL | 0647-12-001 | | | 05/24/2012 | | | |
| 7. ISSUED BY | | CODE | 8. ADDRESS OFFER TO (If other than item 7) | | | | |
| Geri M. Smith, Clerk of Court, U.S. District Court 801 W. Superior Avenue, Rm 2-161, Cleveland, OH 44113-1830 | | | Madeline Powell, Procurement, U.S. District Court, 801 W. Superior Ave, Rm 2-141, Cleveland, OH 44113-1830 | | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and Two (2) copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 801 W. Superior Ave, Rm 2-141, Cleveland, OH until 12:00 pm local time 06/22/2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | | |
|---------------------------|------------------------------|---------------------------------|---------------|--------------|-----------------------------|
| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS |
| | Madeline Powell, Procurement | AREA CODE 216 | NUMBER 357 | EXT. 7077 | mbspowell@ohnd.uscourts.gov |

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|-----------------------|------|---------------------------------------|---------|--|------|--|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | | X | I | CONTRACT CLAUSES | |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | | X | J | LIST OF ATTACHMENTS | |
| X | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| X | F | DELIVERIES OR PERFORMANCE | | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| X | G | CONTRACT ADMINISTRATION DATA | | X | M | EVALUATION FACTORS FOR AWARD | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|---|---|---|------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | <input type="checkbox"/> 10 CALENDAR DAYS (%) | <input type="checkbox"/> 20 CALENDAR DAYS (%) | <input type="checkbox"/> 30 CALENDAR DAYS (%) | CALENDAR DAYS(%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

| | | | | |
|----------------------------------|--------|---|---|----------------|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| | | | | |
| 15B. TELEPHONE NUMBER | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
| AREA CODE | NUMBER | | | |
| | | | | |

AWARD (To be completed by Government)

| | | | |
|---|------------|---|----------------|
| 19. ACCEPTED AS TO ITEMS | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c) | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM |
| 24. ADMINISTERED BY (If other than item 7) | | 25. PAYMENT WILL BE MADE BY | CODE |
| | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA | 28. AWARD DATE |
| | | (Signature of Contracting Officer) | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.1 Schedule and Prices

| Item | Description | Unit Prices | | |
|---------------|--|-------------|----------------------------------|------------------------|
| | | Basic | 1 ST Option | 2 nd Option |
| B.1.1 | Reporting Services | | | |
| 101 | Daily Rate for Reporting Services | \$___/day | \$___/day | \$___/day |
| 102 | Half-day Rate for Reporting Services | \$ ___½ day | \$ ___½ day | \$ ___½ day |
| 103 | Overtime Rate (for continuation of services begun during the Principal Period of Service payment is in addition to payment of the Daily Rate, 101, or the Half-day Rate, item 102 | \$_____/hr | \$_____/hr | \$_____/hr |
| B.1.1A | Realtime Reporting Services | | | |
| 101A | Daily Rate for Realtime Reporting Services | \$___/day | \$___/day | \$___/day |
| 102A | Half-day Rate for Realtime Reporting Services | \$ ___½ day | \$ ___½ day | \$ ___½ day |
| 103A | Overtime Rate Realtime (for continuation of services begun during the Principal Period of Service payment is in addition to payment of the Daily Rate, 101A, or the Half-day Rate, item 102A | \$_____/hr | \$_____/hr | \$_____/hr |
| 104 | Rate for reporting services commencing outside the principal period of service | | See Clause 1.2 (a) 4 | |
| 105 | Transportation for Reporting Services Outside Geographic Scope | | Actual Cost See Clause 1.2 (a) 5 | |
| 106 | Subsistence for Reporting Services Outside the Geographic Scope | | Per Diem See Clause 1.2 (a) 5 | |

SECTION B - SCHEDULE AND CERTIFICATIONS

| B.1.2 | Transcription Services - Rate must not exceed maximum rates established by the court per attachment J.3** | Basic | 1ST Option | 2nd Option |
|---------------|---|--------------|------------------------------|------------------------------|
| 201 | Ordinary Transcript Services-Original* | \$___/page | \$___/page | \$___/page |
| 201a | First transcript Copy | \$___/page | \$___/page | \$___/page |
| 201b | Each additional Copy to the same party | \$___/page | \$___/page | \$___/page |
| 202 | 14-Day Transcript-Original | \$___/page | \$___/page | \$___/page |
| 202a | First Copy | \$___/page | \$___/page | \$___/page |
| 202b | Each additional Copy to the same party | \$___/page | \$___/page | \$___/page |
| 203 | Expedited Transcript-Original* | \$___/page | \$___/page | \$___/page |
| 203a | First Copy | \$___/page | \$___/page | \$___/page |
| 203b | Each additional Copy to the same party | \$___/page | \$___/page | \$___/page |
| 204 | Daily Transcript-Original* | \$___/page | \$___/page | \$___/page |
| 204a | First Copy | \$___/page | \$___/page | \$___/page |
| 204b | Each additional Copy to the same party | \$___/page | \$___/page | \$___/page |
| 205 | Hourly transcript-Original* | \$___/page | \$___/page | \$___/page |
| 205a | First Copy | \$___/page | \$___/page | \$___/page |
| 205b | Each additional Copy to the same party | \$___/page | \$___/page | \$___/page |
| B.1.2A | Realtime Transcription Services - Rate must not exceed maximum rates established by the court per attachment J.3** | | | |
| 206 | Realtime Transcript | \$___/page | \$___/page | \$___/page |
| 206a | First Copy | \$___/page | \$___/page | \$___/page |

* Includes copy to be filed with the Clerk of Court at no additional charge to the ordering party or the court.

** Transcript rates proposed greater than Judicial Conference or Court authorized rates will be deemed technically unacceptable.

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.2 - Contractor Certifications

B.2.1 Minimum Number of Reporters

The offeror agrees to provide a minimum of _____ stenotype contract reporters, a minimum of _____ stenomask contract reporters, and/or a minimum of _____ contract realtime reporters qualified to meet the requirements stated in C.4.

B.2.2 Data Concerning Reporters

- (a) For the purposes of evaluation, the Offeror has attached to each copy of this offer a total of _____ **Biographical Information Sheets**, which identify the qualifications of the reporters who will perform reporting services under any resultant agreement.
- (b) Recognizing and understanding that the Government intends to rely on such data in making any acceptance, the offeror represents and certifies that the data provided in the biographical information sheets is current, accurate, and complete to the best of the offeror's knowledge, and relates only to reporters whom the offeror has a good-faith intention of using to perform the reporting services described herein.

B.2.3 Minimum Notice

The offeror agrees to provide services upon receiving a **minimum notice of _____ hours** prior to the time designated for a reporter's appearance at the designated place(s) of performance under a Reporting Services Order. This minimum notice requirement must not be more than the notice stated in Section C.6.b. (NOTE: This minimum notice does not apply to a cancellation of a reporting services order).

SECTION C - STATEMENT OF WORK

C. Work Statement and Specifications

The United States District Court for the Northern District of OH has a requirement for contract court reporting services at the following location:
TOLEDO, OHIO.

C.1 Introduction

In accordance with the statute, 28 U.S.C § 753(b): Each session of the court and every other proceeding designated by rule or order of the court or by one of the judges shall be recorded verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations promulgated by the Judicial Conference and subject to the discretion and approval of the judge.

In accordance with paragraph (g) of the statute: If the number of court reporters provided is insufficient to meet temporary demands and needs of the district court, the services of additional court reporters may be obtained on a contract basis.

... The Director of the Administrative Office is authorized to and shall contract, without regard to Section 3709 of the Revised Statutes of the United States, as amended (41 U.S.C. 5), with any suitable person, firm, association, or corporation for the providing of court reporters to serve such district court under such terms and conditions as the Director of the Administrative Office finds, after consultation with the chief judge of the district court, will best serve the needs of such district court.

C.2 Definitions

- a) Contractor - Individual/entity to whom the contract is awarded. May also be the reporter if the contractor is an individual who also reports. The contractor may have other reporters working for him/her either as employees or subcontractors. The Service Contract Act and attached wage determination only apply if the reporters are employees of the contractor rather than subcontractors.
- b) Reporter - Individual who is actually taking and producing the record. May also be the contractor (see "Contractor" above). The contractor is ultimately the responsible entity.
- c) Prime Court Reporting Experience - Reporting in the free lance field of service, in other courts, or a combination thereof (e.g., depositions, adversary proceedings before a presiding official, grand jury proceedings).

SECTION C - STATEMENT OF WORK

- d) Prime Realtime Court Reporting Experience - Realtime Reporting in the free lance field of service in other courts, or a combination thereof (e.g., depositions, adversary proceedings before a presiding official, grand jury proceedings).
- e) Equivalent Qualifying Examinations - Examinations that measure at the same speed and accuracy, the ability of the reporter to record and transcribe testimony or court proceedings.

C.3 Scope of Work

All requirements in Section C are considered mandatory. However, for evaluation purposes see the technical acceptability requirements identified in Section M.3.

- C.3.a The estimate for contract court reporting services subject to this contract is (per year): 10 full reporting days; 20 half reporting days; and 10 overtime hours, of which realtime will be required for 2 full reporting days; 2 half reporting days; and 4 overtime hours. These are estimates only and do not obligate the Government to place orders for the amounts shown.
- C.3.b The Contractor shall maintain a staff of reporters sufficient to meet the reporter requirements stated in paragraph C.3.a above. Only those reporters listed in Attachment J.2 (added at award) are authorized to perform reporting services; any substitutions or additions shall be in accordance with Special Contract Clause H.3. The Contractor shall provide reporters who perform reporting services and transcription services in accordance with 28 U.S.C. § 753 (Attachment J.1), with the policies of the Judicial Conference of the United States as described herein, and with the terms of this Contract. **The Court estimates that a minimum of ¹ contract reporters (stenotype and/or stenomask) and/or ¹ contract realtime reporters (stenotype and/or stenomask) will be required to be available at any given time to fulfill these requirements.** (Note: The Government does not guarantee any particular level of effort under this contract, nor does it guarantee that the minimum estimated number of reporters will actually be needed.) The Contractor and all reporters working under the Contract shall observe, comply with, and be bound by all of the Contracting Officer's instructions in matters affecting the composition of the record, the public or private nature of the proceedings, the adjournment of the proceedings to other times or places, the appropriate demeanor of the reporters, and other matters of like character. The parties agree that no provision of this contract shall be construed to create an employer-employee relationship between the Court and the Contractor and/or the reporters.

SECTION C - STATEMENT OF WORK

- C.3.c In the event that the court's total requirement at any given time for contract reporters exceeds the minimum number estimated under paragraph C.3.b above, the Contracting Officer will make such requirement known to the contractor. The contractor shall be under no obligation to accept such an order; if the contractor does agree to satisfy the requirement, all terms and conditions of this contract shall apply.
- C.3.d The reporting of any proceedings already in progress at the time of award and the transcription of the record of such proceedings are outside the scope of this Contract, unless the Contracting Officer elects to have the Contractor assume responsibility for the reporting of the balance of such proceedings, from and after a date which the Contracting Officer may determine.

C.4 Qualifications of Reporters Working Under the Contract

The contractor shall maintain adequate staffing of reporters who hold the following qualifications (the Court's required method is as indicated by an 'X' next to the appropriate description below).

C.4.a X Stenotype Reporters - REQUIREMENT A

- C.4.a.1 Each reporter shall possess as a minimum qualification at least four years of prime court reporting experience, and;
- C.4.a.2 Each reporter shall have qualified by testing for listing on the registry of professional reporters of the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the Contracting Officer, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification **MUST** be accompanied by detailed test performance criteria; minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to record and transcribe 180 words per minute for literary matter, 200 words per minute for jury charge, and 225 words per minute for testimony, at 95% accuracy within 3.5 hours, and;
- C.4.a.3 The contractor shall provide evidence of NCRA or equivalent certification for each reporter. Equivalent certification **MUST** be accompanied by detailed test performance criteria.

SECTION C - STATEMENT OF WORK

C.4.b N/A Stenotype Reporters - REQUIREMENT B

C.4.b.1 Each reporter shall possess as a minimum qualification at least ___ years of prime court reporting experience, and;

C.4.b.2 Each reporter shall evince by independent testing the ability to provide court reporting services at the following minimum levels of proficiency;

_____ minutes of jury charge at ___ WPM
_____ minutes testimony/Q&A at ___ WPM
_____ minutes literary matter at ___ WPM
_____ hours to transcribe with ___ % accuracy
and,

C.4.b.3 Each reporter shall possess a certificate from a Governmental or private organization which evinces their proficiency at the levels stated in paragraph C.4.b.2. Test results for each category must be provided along with detailed test performance criteria. The sufficiency of any certificate(s) provided shall be at the sole discretion of the Contracting Officer.

C.4.c N/A Stenotype Reporters - REQUIREMENT C

C.4.c.1 Each reporter shall possess as a minimum qualification at least ___ years of prime court reporting experience.

C.4.d. X Stenotype Realtime Reporters - REQUIREMENT D

C.4.d.1 Each reporter shall possess as a minimum qualification at least ¹___ years of prime realtime court reporting experience, and;

C.4.d.2 Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the Contracting Officer, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification **MUST** be accompanied by detailed test performance criteria; minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of stenotype input for five minutes of

SECTION C - STATEMENT OF WORK

professionally audio-recorded dictation at variable speeds ranging from 180-200 words per minute at 96% accuracy; and,

C.4.d.3 The contractor shall provide evidence of NCRA or equivalent realtime certification for each reporter. Equivalent certification **MUST** be accompanied by detailed test performance criteria.

C.4.e N/A Stenomask Reporters - REQUIREMENT E

C.4.e.1 Each reporter shall possess as a minimum qualification at least four years of prime court reporting experience, and;

C.4.e.2 Each reporter shall have successfully completed the test for the Certificate of Proficiency offered by the National Verbatim Reporters Association (NVRA) or have passed an equivalent qualifying examination which, at the sole discretion of the Contracting Officer, evinces equivalent skills. If a proposed reporter has qualified by other than National Verbatim Reporters Association testing, evidence of equivalent certification **MUST** be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent examination shall include the ability to record and dictate quietly one-voice literary dictation at 200 words per minute, one-voice jury charge at 225 words per minute, and two-voice question and answer at 250 words per minute at 96% accuracy, and;

C.4.e.3 The contractor shall provide evidence of NVRA or equivalent certification for each reporter. Equivalent certification **MUST** be accompanied by detailed test performance criteria.

C.4.f N/A Stenomask Reporters - REQUIREMENT F

C.4.f.1 Each reporter shall possess as a minimum qualification at least ___ years of prime court reporting experience, and;

C.4.f.2 Each reporter shall evince by independent testing the ability to provide court reporting services at the following minimum levels of proficiency:

___ minutes of jury charge at ___ WPM
___ minutes testimony/Q&A at ___ WPM
___ minutes literary matter at ___ WPM
___ Hours to transcribe with ___% accuracy

SECTION C - STATEMENT OF WORK

and,

C.4.f.3 Each reporter shall possess a certificate from a Governmental or private organization which evinces their proficiency at the levels stated in paragraph C.4.f.2. Test results for each category must be provided along with detailed test performance criteria. The sufficiency of any certificate(s) provided shall be at the sole discretion of the Contracting Officer.

C.4.g. N/A Stenomask Reporters -REQUIREMENT G

C.4.g.1 Each reporter shall possess as a minimum qualification at least ___ years of prime court reporting experience.

C.4.h. N/A Stenomask Realtime Reporters - REQUIREMENT H

C.4.h.1 Each reporter shall possess as a minimum qualification at least ____ years of prime realtime court reporting experience, and;

C.4.h.2 Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Verbatim Reporters Association (NVRA) or have passed an equivalent qualifying examination which, at the sole discretion of the Contracting Officer, evinces equivalent skills. If a proposed reporter has qualified by other than National Verbatim Reporters Association testing, evidence of equivalent certification **MUST** be accompanied by detailed test performance criteria; minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of court testimony input for five minutes of professionally audio-recorded dictation at variable speeds ranging from 180-200 words per minute at 96 % accuracy; and,

C.4.h.3 The contractor shall provide evidence of NVRA or equivalent certification for each reporter. Equivalent certification **MUST** be accompanied by detailed test performance criteria.

C.5 Equipment

The Contractor shall provide all supplies and equipment necessary to carry out the reporting (including realtime reporting) and transcription services described herein.

SECTION C - STATEMENT OF WORK

C.6 Statement of Work

C.6.a Duties of Reporters Working Under the Contract

Qualified reporters must attend and record verbatim Court proceedings. Reporters must also promptly transcribe those proceedings when requested by a judge or by any party who has agreed to pay the fees as enumerated in Section B.1.2.

The reporter shall incorporate into the record everything which any individual speaks during a proceeding. The reporter shall never consider anything any person says to be "off the record" unless the presiding judicial officer expressly designates a portion of the proceeding in that manner. The Contractor and any reporters working for the contractor shall preserve the integrity of the record at all times that the record is in their possession.

The reporter shall, when requested by a party or a judge, produce transcripts of court proceedings following the fee, format, and delivery requirements as stated in this contract. The reporter shall also deliver a certified copy of the transcript to the clerk of court for the records of the court; and when requested by a party to the case, the reporter shall redact the transcript of personal identifiers as directed by the contract under C.7.i and deliver a certified redacted transcript to the clerk of court.

C.6.b Principal Period of Service of Reporters Working Under the Contract

For orders placed under **Items 101, 102, 103, and/or 101A, 102A 103A**, of Section B the contractor shall provide a reporter upon receiving a **minimum notice of 24 hours** from the Contracting Officer; (if this notice is more than notice offered under Section B.2.3, the notice stated in Section B.2.3 shall take precedence). The principal period of service is considered to be the normal hours of Court operation which are 8:00 a.m. to 5:00 p.m. The morning session is considered to be from 8:00 a.m. to 11:59 a.m./p.m., and the afternoon session is considered to be from 12:00 p.m. to 5:00 p.m. Reporters must be available during normal hours of Court operation. Reporters shall work overtime when requested by the presiding judicial officer. Overtime shall not commence until nine (9) hours after the established starting time of the morning session shown above.

SECTION C - STATEMENT OF WORK

C.6.c Place of Performance and Travel

The principal place(s) of performance is/are
Toledo, Ohio. The Contractor shall receive no additional payments for expenses for transportation or subsistence incurred during travel to any of these designated Court locations.

If reporting services are required at a proceeding which will take place outside the designated Place of Performance, the Contracting Officer will make known the requirement to the Contractor. If the Contractor agrees to satisfy the requirement, all terms and conditions of this contract shall apply; if the contractor is unable or unwilling to meet the requirement, such requirement shall be considered outside the scope of this contract, and the Government may proceed to procure the services of a substitute. If the contractor agrees to satisfy the requirement, the Contractor shall be paid in accordance with the rates for services during the principal period of service and overtime. The time used for computing such payment shall include each day or part thereof during which the reporter assigned under the Contract is traveling, including those days involving travel exclusively. In addition to the reporting fees, the Contractor shall receive reimbursement in accordance with the travel regulations contained in Volume 19 of the **Guide to Judiciary Policy**, and as applicable to employees of the Judicial Branch generally, the actual expenses of transportation of the Contractor and a per diem allowance the same as that for an employee of the Judicial Branch in travel status. All contractor vouchers for travel and subsistence reimbursement shall be itemized by type and amount of each item of expense, in accordance with the judiciary travel regulations.

C.7 Transcripts

C.7.a In accordance with the statute at 28 U.S.C. § 753(b): A reporter or other individual designated to produce the record must transcribe and certify such parts of the record of proceedings as may be required by any rule or order of the court, (including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless those proceedings have been recorded by electronic sound recording and the original recordings have been certified by the reporter and filed with the clerk). A reporter must also transcribe any proceeding which is ordered by a party or the public who has agreed to pay the appropriate fee, or by a judge of the Court. The reporter or other individual designated to produce the record shall promptly transcribe the original records of the requested

SECTION C - STATEMENT OF WORK

parts of the proceedings and attach to the transcript his/her official certification, and deliver the transcript to the party or judge making the request.

The reporter or other designated individual must also promptly deliver to the clerk for the records of the court a certified copy of any transcript provided to parties or to a judge in a medium (paper or electronic) prescribed by the clerk. Following the redaction requirements under C.7.i, a reporter is required to provide a redacted transcript to the clerk of court for the records of the court.

A transcript in any case certified by the reporter or other individual designated to produce the record is deemed prima facie a correct statement of the testimony taken and of the proceedings. Only transcripts of the proceedings of the court made from the records certified by the reporter or other individual designated to produce the record are considered as official.

The original notes or other original records and the copy of the original or redacted transcript in the office of the clerk are available during clerk's office hours to inspection by any person without charge.

- C.7.b Copyright - Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The Contractor or reporter shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Because transcripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the Contractor or reporter.
- C.7.c Copy to the Court - The Contractor shall deliver one (1) certified copy in a medium prescribed by the clerk (paper or electronic) of each transcript prepared under each transcript order to the clerk for the public records of the Court, without charge, at the time of delivery to the ordering party (but not later than three (3) working days after delivery to the requesting party). Delivery shall take place upon physical receipt of the transcript by the clerk or his/her designee. The contractor shall bear sole responsibility for ensuring delivery to the Court.

A transcript will be made electronically available to the public 90 days after delivery of the transcript to the clerk of court. During the 90 day period, any attorney to the case who has paid for a transcript must also be

SECTION C - STATEMENT OF WORK

given access to the electronic record in the court's Case Management/Electronic Case Filing system, and the reporter/contractor will have to advise the clerk of court of any party who has purchased the transcript.

Redacted transcripts, as delineated in section C.7.i below, must be delivered to the clerk of court within 10 calendar days from receipt of a Redaction Request from the attorneys to a case and must be delivered in a medium prescribed by the clerk.

C.7.d Delivery classifications - Ordinary transcript must be delivered to the ordering party within thirty (30) calendar days after an order has been received and satisfactory financial arrangements have been made. The relevant rates specified under Section B.1.2 shall apply. Reporters may provide 14-day, expedited, daily, hourly, or realtime service at the request of the parties whenever possible, but are not required to do so. The time period for delivery of transcripts begins once an order has been received and satisfactory financial arrangements have been made. The delivery schedule for each of these categories is as follows:

- i) 14-Day - Within fourteen (14) calendar days.
- ii) Expedited - Within seven (7) calendar days.
- iii) Daily - Following adjournment and prior to the normal opening hour of the Court on the following morning, whether or not it actually is a Court day.
- iv) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.
- v) Realtime - A draft transcript produced by a certified realtime reporter (CRR) as a byproduct of realtime to be delivered electronically during the proceedings or immediately following adjournment.

C.7.e In accordance with Rule 10(b)(1), Federal Rules of Appellate Procedure:

Within 10 days after filing the notice of appeal or entry of an order disposing of the last timely remaining motion of a type specified in Rule 4(a)(4)(A), whichever is later, the appellant must either order from the reporter a transcript of such parts of the proceedings not already on file as the appellant considers necessary or file a certificate stating that no transcript will be ordered. The transcript order or certificate must be in writing and a copy must be filed with the clerk of the district court or the bankruptcy appellate panel within the same time period .

SECTION C - STATEMENT OF WORK

In accordance with Rule 10(b)(4), Federal Rules of Appellate Procedure:

At the time of ordering, a party must make satisfactory arrangements with the reporter for payment of the cost of the transcript.

In accordance with Rule 11(b), Federal Rules of Appellate Procedure:

Upon receipt of a transcript order, the reporter shall acknowledge in the appropriate space on the face of the order, receipt of the order and the date the transcript will be completed and shall transmit the order to the clerk of the court of appeals. If the transcript cannot be completed within 30 days of receipt of the order, the reporter shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified. If the reporter fails to file the transcript within the time allowed, the provisions of Clause G.4. "Delinquent Transcripts," shall apply. Upon completion of the transcript, the reporter shall file it (within 3 working days after delivery to the requesting party) with the clerk of the district court, and shall notify the clerk of the court of appeals that the transcript has been completed and filed with the District Court.

- C.7.f Fees - Reporters may charge and collect fees for transcripts requested by the parties, including the United States, at the rates which are set forth in the Schedule. The contractor agrees not to add any transcript surcharges or service fees to the schedule rates. The reporter may not charge a fee for any copy of a transcript delivered to the clerk for the record of the Court or for a redacted transcript delivered to the clerk of court. The reporter may require any party requesting a transcript to prepay the estimated fee in advance except transcripts that are to be paid for by the United States. The maximum rates and delivery times for original transcripts and copies approved in the Northern District of Ohio are at Attachment J.3. The Court shall have no liability to the Contractor for payment of transcript fees for transcripts ordered by private parties.

Postage costs are considered an ordinary business expense; therefore, the contractor may not charge for ordinary postage. However, when the party requests accelerated delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.

In multi-defendant cases involving Criminal Justice Act (CJA) defendants, the contractor shall produce no more than one transcript on behalf of CJA

SECTION C - STATEMENT OF WORK

defendants. The appointed counsel or the clerk of Court will ordinarily arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for each of the CJA defendants for whom a transcript has been approved; this policy does not preclude the furnishing of duplication services by the Contractor or the reporter at the commercially competitive rate. In individual cases involving requests for accelerated (14-day, expedited, daily, or hourly) transcript services, the Court may grant an exception to this policy based upon a finding that application of the policy will unreasonably impede the delivery of accelerated transcripts to persons proceeding under the CJA. Such finding shall be reflected on the transcript voucher.

Apportioning the total cost of accelerated transcript services equally among parties is prohibited unless approved in advance by the Court. In those cases where accelerated transcript services are provided, the party from whom the request originated shall pay for the original, and if the requesting or ordering party is other than defense counsel appointed under the CJA, the CJA counsel shall be entitled to a copy at the first copy rate (see Attachment J.3). No other fees may be charged, except those allowed under this contract.

The reporter (or firm) is required to certify on each invoice that the fee charged and the page format used conform to the requirements of this contract and to the regulations of the Judicial Conference. The certification should include the following: "I certify that the transcript fees charged and page format used comply with the requirements of this court and the Judicial Conference of the United States."

There are sanctions for overcharging parties or the court for transcripts. Those sanctions may include offsets against future government payments, termination of the contract, and/or other available legal remedies.

- C.7.g Format - The Judicial Conference prescribes transcript format standards in order to assure that each party is treated equally throughout the country. It is mandatory that these format requirements are followed. The maximum per-page transcript rates are based on a strict adherence to the prescribed format. A copy of Volume 6, Chapter 5, § 520, *Guide to Judiciary Policy*, is at Attachment J.7.
- C.7.h Report of Orders Received - The Contractor will be required to provide to the Contracting Officer records and reports relating to the type and amount of transcripts ordered and produced and fees charged in accordance with

SECTION C - STATEMENT OF WORK

the following schedule: not required

C.7.i Redaction of Transcripts- In order for the clerk of court to post the transcript on the court's electronic public access system, the parties to the proceeding will have to consider whether it is necessary to request a redaction of any personal identifiers. If redaction is necessary, an attorney must file a Notice of Intent to Redact with the clerk within seven calendar days of the certified transcript being delivered to the clerk of court; the attorney then has 21 calendar days, from the delivery of the certified transcript to the clerk of court, to specifically submit a Redaction Request noting the page numbers and the line numbers where redaction is required. The reporter has 10 calendar days from receipt of a Redaction Request from the attorneys to a case to redact the transcript and deliver the redacted transcript to the clerk of court in the electronic medium prescribed by the clerk.

The following personal identifiers may be redacted by a reporter upon the request of an attorney to a case and without a court order:

- Social Security numbers (or taxpayer identification numbers) to the last four digits;
- financial account numbers to the last four digits;
- dates of birth;
- individuals known to be minor children to the initials; and
- in criminal cases, any home addresses stated in the court to the city and state.

All other requests for redaction of material in a transcript must be submitted by an attorney to the case to the judge. Upon approval of the judge, the reporter may need to redact additional transcript language. The reporter/contractor does not have a responsibility to identify personal identifiers in a transcript; that is the responsibility of the attorneys to the case.

To manually redact a transcript, the reporter will place an "x" in the space of each redacted character; or, in the alternative, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The title page of the transcript should indicate that it is a redacted transcript immediately below the case caption and before the Volume number and the name and title of the Judge. A notation of "REDACTED TRANSCRIPT" should be

SECTION C - STATEMENT OF WORK

inserted on a blank line on the title page, and care should be taken to ensure that the addition of this text does not cause changes to the length of the title page. Also, at the end of the transcript, and without causing “page roll over” (a smaller font may be used) the redacted transcript should be certified by the court reporter/transcriber stating: “I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on dy/mo/year, and incorporating redactions of personal identifiers requested by the following attorneys of record:

_____ in accordance with Judicial Conference policy. Redacted characters appear as an “x” (or a black box) in the transcript.”

There is no requirement that any of the parties to the case purchase or be provided with a copy of any redacted transcripts. The parties to the case shall not be charged for the redacted transcript provided to the clerk of court. The parties to the case may only be charged for a copy of a redacted transcript if they specifically request a copy of the redacted transcript.

C.8 Filing of Records by Reporters Working Under this Contract

- C.8.a Filing - Reporters must certify and file promptly with the Clerk of Court all original shorthand notes and other original records of proceedings the reporter has recorded, identifying in the certification the Court in which the proceedings were conducted as well as all other information in accordance with Section C.9.
- C.8.b Title - Title to the record of any proceeding which a reporter reports under this contract shall vest in the Court at the time of creation. Such title includes title to the medium in which the reporter records the proceedings, except if electronic sound recordings are used for back-up purposes, they shall remain the property of the reporter unless the Contracting Officer determines the principal record of the proceedings are defective.
- C.8.c Notes and records - If a transcript is ordered, the original shorthand notes or records shall be submitted to the Clerk of Court within 90 days after the transcript is delivered to the requesting parties. If transcript is not ordered, the original shorthand notes and other original records shall be delivered to the Clerk of Court within 90 days of the proceeding or upon the expiration of the contract, whichever occurs sooner. The reporter shall also file with the Clerk of Court a certified transcript or an electronic sound recording of all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases, and shall do so within 30 days of the close of

SECTION C - STATEMENT OF WORK

the proceeding.

If a transcript is ordered after the original shorthand notes have been filed with the Clerk of Court, the Contracting Officer will make the notes available to the Contractor for transcription. The original shorthand notes shall be returned by the Contractor to the Contracting Officer within 90 days after the transcript is delivered to the requesting parties.

Even after expiration of the contract, the contractor remains responsible for the transcription of the record if ordered by the parties or the Court at the maximum prices authorized by the Judicial Conference at that time, for the filing of a certified copy of the transcript with the clerk, and for the filing of redacted transcripts with the clerk, if required.

C.9 Packaging and Marking

C.9.a The reporter shall certify and mark the original notes and other original records with the following information:

“In accordance with 28 U.S.C. § 753(b), I certify that these original notes are a true and correct record of proceedings in the United States District _____ Court for the Northern _____ District of Ohio _____ before ___ (Judicial Officer) _____ on _____ (Date) _____ by _____ (Signature of Reporter) _____.”

C.9.b When mailing is requested, packaging of transcripts shall be in accordance with best commercial practices. The Contractor shall pack to ensure carrier acceptance and to ensure safe delivery.

C.9.c The Contractor shall clearly mark all packages with the legend “Transcript of Proceedings.” All packages (delivered by any means) shall bear the name, address, and title of the person to whom it is to be delivered, as well as the name and return address of the sender. Failure to do so may constitute grounds for refusal of delivery, with any resulting delinquency being the responsibility of the Contractor. The Contractor or reporter may not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright.

SECTION D - PACKAGING AND MARKING

- D.1** The reporter shall certify and mark the original notes and other original records as detailed in C.9 and J.7.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 B-5 Clauses Incorporated by Reference (AUG 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

| NUMBER | TITLE | DATE |
|---------------|------------------------|-------------|
| 2-5B | Inspection of Services | AUG 2004 |

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Delivery and Acceptance

Delivery of transcripts and reporting services as detailed in Section C.7, shall be considered complete upon acceptance by the Government Contracting Officer, via approval of the contractor's invoice for payment. Payment for services rendered shall not be made until acceptance by the Contracting Officer.

F.2 Term of Contract

Although the Government contemplates use of the services for a period of 3 years from date of award, the term of the contract will be for a 12-month period effective from the date of award; and to include two 12-month option periods, which may be renewed at the discretion of the Government.

F.3 Legal Requirements and Permits

The contractor shall be responsible for all necessary licenses, permits and fees, and conform to all laws, regulations, and ordinances applicable to performance under this contract.

SECTION G - CONTRACT ADMINISTRATION

G.1 Invoices

- (a) The Contractor shall prepare and submit an invoice for all courtroom services in quadruplicate (the Contractor shall mark one copy the "Original) to the office which the Contracting Officer shall identify to obtain payment for reporting services. The Contractor shall utilize voucher Form AO-336 to identify the reporting services rendered by each Reporter. The Contractor shall submit every invoice within forty-five days after completion of the reporting services.
- (b) The Contractor shall submit an invoice for a transcript ordered by the Court only after delivery of the original transcript to the Court and a certified copy to the clerk of Court. The invoice shall be submitted to the Contracting Officer or his/her designee within 45 days after delivery of the transcript.
- (c) The Contractor shall submit an invoice for a transcript ordered by private parties directly to the ordering party and may require payment in full before releasing the transcript. A copy of the invoice shall also be provided to the Contracting Officer.
- (d) Each invoice for reporting services shall contain the following information: (i) the contract number, (ii) the contract item number(s), (iii) the name of the Presiding Official, (iv) the number of actual hours of reporting services, (v) the schedule rates, and (vi) extended totals. In appropriate cases, each invoice shall contain the following additional information: (i) the number of any overtime hours, by day, hourly rate, and extended totals, (ii) transportation and subsistence expenses for reporting services outside the Principal Place of Performance, and (iii) any credit or other deduction.
- (e) Each invoice for transcript shall contain the following information:
 - (i) the contract number,
 - (ii) the Transcript Order number,
 - (iii) the contract item number,
 - (iv) the name of the proceeding and its docket number,
 - (v) the name of the Original Transcript Recipient,
 - (vi) the kind of transcript,
 - (vii) the number of pages of transcript and the per page rate,
 - (viii) extended totals. (In appropriate cases, each invoice shall contain the amount of any credit for delinquent delivery or other deduction.)

SECTION G - CONTRACT ADMINISTRATION

- (f) In the event the Contractor fails to include any credit or other deduction on an invoice, the Government may compute the credit and effect a setoff, and reduce the payment accordingly.

G.2 Computation of Fees for Reporters Working under the Contract

- (a) The Contractor shall be paid at the schedule rates for reporting services. The fees of reporters shall be paid on the basis of full days, half days, and overtime hours.
 - (1) The Contractor shall be paid the half-day rate when the reporter is present at the designated place for up to 4 ½ hours; if present from 4 ½ to 9 hours, the Contractor shall be paid the full-day rate.
 - (2) The Contractor shall be paid the full daily rate regardless of the number of hours of reporting services provided during the principal period of service whenever the reporter is present at the designated place during both the morning session and the afternoon session because of actual reporting or because of instructions to attend in anticipation of reporting. For example, if the reporter is present from 11:00 a.m. until 2:00 p.m., the Contractor shall be paid the full-day rate.
 - (3) The Contractor shall be paid at the Overtime rate for that portion of service which exceeds nine (9) hours past the starting time of the morning session established in Section C.6.b.

G.3 Failure of Qualified Reporter to Appear

- (a) If after proper notification and agreement which satisfies the Minimum Notice Requirement, or agreement on the part of the Contractor to provide reporting services for a proceeding which would otherwise be outside the scope of this contract, the reporter fails to appear at the time and place specified for the proceeding, or if the Contractor provides a reporter who does not satisfy the reporter qualification requirements of this contract, the Contracting Officer may:
 - (1) Procure the services of a substitute, and the Contractor shall be responsible for all costs in excess of the reporting services costs the Court would have incurred if the reporter had performed the work in accordance with this contract. The Contracting Officer shall deduct such excess costs from any sums payable or which become payable to the Contractor, or if there are no further payments due the Contractor, the Contractor shall reimburse the Government; or

SECTION G - CONTRACT ADMINISTRATION

- (2) Delay the proceeding until the reporter appears. Under Item B.1.1(101 and 101A), if the reporter appears at the proceeding thirty (30) minutes or more late, the reporting fee for that day shall be reduced by one-twelfth (1/12) of the daily rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof. Under Item 102 and 102A, if the reporter appears at the proceeding thirty (30) minutes or more late, the reporting fee for that half day shall be reduced by one-sixth (1/6) of the half-day rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof.
 - (3) For repeated instances of a failure of reporter to appear, the Government may seek any and all remedies available under the contract, including termination for default pursuant to 7-230 incorporated by reference in I.1.
 - (4) The rights and remedies of the Government under this section are not exclusive and are in addition to any other rights and remedies which this contract or law provides.
- (b) If the reporter reports for an assignment but does not complete the assignment due to illness, personal reasons, or any other reason, the reporter will be reimbursed for the amount of time the reporter rendered the services.

G.4 Delinquent Transcripts

- (a) The reporter may charge only 90 percent of the prescribed fee for transcript of a case not delivered within 30 days of the date ordered and payment received. For a transcript not delivered within 60 days of the date ordered and payment received, the reporter may charge only 80 percent of the prescribed fee. No fee may be charged which would be higher than the fee corresponding to the actual delivery time.
- (b) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the reporter stating that the reporter did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 B-5 Clauses Incorporated by Reference (AUG 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

| NUMBER | TITLE | DATE |
|--------|---|----------|
| 1-1 | Employment by the Government | JAN 2003 |
| 3-75 | Limited Criminal Background Suitability Check | JAN 2003 |

H.2 Confidentiality and Classified Data - AOUSC 2003

- (a) The Government and Contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- (b) The Contracting Officer will advise the Contractor whenever the Government places a Reporting Services Order for a proceeding which will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide a Reporter, in which event such services shall be outside the scope of this contract.
- (c) The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.
- (d) The Contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to perform transcription services under

SECTION H - SPECIAL CONTRACT REQUIREMENTS

this contract.

- (e) Notwithstanding any other provision of this contract, the Contractor may deliver transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such transcript to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this contract, the Contractor shall never keep a copy of a transcript containing classified material or information after the delivery of the original transcript to the Contracting Officer and/or the Clerk of Court.

H.3 Clause 2-65, Key Personnel - (Aug 2004)

- (a) Individuals identified in attachment J.2 as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
 - (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 - (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify

SECTION H - SPECIAL CONTRACT REQUIREMENTS

who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

- (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
 - (a) name of person;
 - (b) functional responsibility;
 - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - (d) citizenship status;
 - (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
 - (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

SECTION I - CONTRACT CLAUSES

I.1 Clause B-5 Clauses Incorporated by Reference (AUG 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

| NUMBER | TITLE | DATE |
|--------|---|----------|
| 1-5 | Conflict of Interest | AUG 2004 |
| 1-10 | Gratuities or Gifts | JAN 2003 |
| 3-25 | Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | JAN 2003 |
| 3-45 | Anti-Kickback Procedures | JAN 2003 |
| 3-160 | Service Contract Act of 1965, as Amended | JAN 2003 |
| 3-205 | Protest After Award | JAN 2003 |
| 4-20 | Requirements | JAN 2003 |
| 6-40 | Federal, State, and Local Taxes | JAN 2003 |
| 7-25 | Indemnification | AUG 2004 |
| 7-30 | Public Use of the Name of the Federal Judiciary | JAN 2003 |
| 7-35 | Disclosure or Use of Information | AUG 2004 |
| 7-40 | Judiciary - Contractor Relationships | JAN 2003 |
| 7-85 | Examination of Records | JAN 2003 |
| 7-110 | Bankruptcy | JAN 2003 |
| 7-130 | Interest (Prompt Payment) | JAN 2003 |
| 7-135 | Payments | JAN 2003 |
| 7-140 | Discounts for Prompt Payment | JAN 2003 |

SECTION I - CONTRACT CLAUSES

| | | |
|-------|---|----------|
| 7-145 | Government Purchase Card | JAN 2003 |
| 7-150 | Extras | JAN 2003 |
| 7-185 | Changes | JAN 2003 |
| 7-205 | Payment for Judiciary Holidays | JAN 2003 |
| 7-210 | Payment for Emergency Closures | AUG 2004 |
| 7-223 | Termination for the Convenience of the Judiciary (Short Form) | AUG 2004 |
| 7-230 | Termination for Default - Fixed-Price Products and Services | JAN 2003 |
| 7-235 | Disputes | JAN 2003 |

I.2 Ordering - AOUSC 2000

(a) Reporting Services

- (1) The Contracting Officer shall place written or oral orders with the Contractor for necessary reporting services specifying the date, time and place at which the reporter shall be present to report the proceedings. If the Contracting Officer so requires, the Contractor shall provide a written or oral acknowledgment. The Contracting Officer reserves the right to cancel any order, without penalty or charge, provided the Contractor is notified within 48 hours before the scheduled proceeding start time. In the event the Contracting Officer fails to afford the Contractor the requisite notice of cancellation, the Contracting Officer will pay the Contractor in accordance with the schedule rates for a half-day of reporting services.
- (2) The Contracting Officer will notify the contractor of the number of reporters required under an order at the time an order is placed. If the total number of reporters required under the instant and all other uncompleted orders exceeds the number of reporters as stated in Section C.3.b, the contractor may agree to satisfy the instant requirement, in which case all terms and conditions of this contract shall apply. Prior to supplying any reporters not listed in Attachment J.2, they shall be approved in accordance with Clause H.3 "Key Personnel". In the event that the contractor refuses or is unable to provide extra reporters, such requirements shall be considered outside the scope of this contract, and the

SECTION I - CONTRACT CLAUSES

Contracting Officer may proceed to satisfy the requirement through another source on an “as-needed” basis.

- (3) The judiciary will provide the Contractor with the minimum notice stated in Section C.6.b prior to the required time for a reporter to appear unless the reporter has agreed to a shorter minimum notice period in Section B.2.3. When it is impossible to satisfy the minimum notice requirement with respect to a proceeding to be conducted during the Principal Period of Service, the Contracting Officer will make reasonable attempts to make known the requirement to the Contractor. The Contractor may agree to satisfy the requirement, or may refuse because of the Contracting Officer's inability to satisfy the minimum notice requirement. If the Contractor agrees to satisfy the requirement, all terms and conditions of the contract shall apply with the exception of the applicable minimum notice requirements. If the Contractor refuses to satisfy the requirement, or if the Contracting Officer is unable to notify the Contractor of the requirement, after reasonable attempts, such a requirement shall be outside the scope of this contract, and the Contracting Officer may proceed in any reasonable manner to satisfy the requirement through another source.
- (4) If there is a need for reporting proceedings which will commence outside the Principal Period of Service, the Contracting Officer will make reasonable attempts to make known the requirement to the Contractor. If the Contractor agrees to satisfy the requirement, the Contracting Officer and the Contractor shall agree upon a rate for such services, and all terms and conditions of this contract shall apply with the exception of the Principal Period of Service and the rate for reporting services. The agreed-upon rate shall apply only for the instant requirement and only for those reporting services which the Contractor provides outside the normal hours of Court operation, without interruption. The agreed-upon reporting services rate shall not vary the rates for the production of transcript. If the Contractor declines to provide such services, or if the parties fail to agree upon a rate for such services, or if the Contracting Officer is unable to make known the requirement to the Contractor after reasonable attempts, such requirement shall be considered outside the scope of this contract, and the Contracting Officer may proceed in any manner to satisfy the requirement through another source.

SECTION I - CONTRACT CLAUSES

- (5) If reporting services are required at a proceeding which will take place outside the designated Principal Place of Performance, the Contracting Officer will make known the requirement to the Contractor. The Contractor may agree to provide a Reporter to satisfy the requirement, or may decline the request because the proceedings will take place outside the Principal Place of Performance. This requirement shall be outside the scope of this contract, and the judiciary may proceed in any manner to satisfy the requirement through whatever source it chooses. If the Contractor agrees to satisfy the requirement, all terms and conditions of this contract shall apply, including the provisions of paragraph (a)(3) of this clause. The time used for computing such payment shall include each day or part thereof during which the reporter assigned under the Contract is traveling, including those days involving travel exclusively. In addition to the reporting fees, the Contractor shall receive reimbursement in accordance with the travel regulations contained in Volume 19 of the *Guide to Judiciary Policy*, and as applicable to employees of the Judicial Branch generally. The actual expenses of transportation of the Contractor and a per diem allowance are the same as that authorized for an employee of the Judicial Branch in travel status. All contractor vouchers for travel and subsistence reimbursement shall be itemized by type and amount of each item of expense, in accordance with the judiciary travel regulations.
- (b) Transcript Orders
- (1) Transcript orders shall be in writing. Upon written request of a party or written order of Court, the reporter shall prepare accurate, written transcript which shall constitute a full and verbatim transcription of the record of the proceeding, or that portion of the proceeding ordered.
 - (2) Transcripts required by the district courts may be ordered on Standard Form 1034 - Public Voucher for Purchases and Services Other Than Personal (Attachment J.4), on Criminal Justice Act Form 24 (Attachment J.5), on AO 435 - Transcript Order form (Attachment J.6), or on any other form provided by the Contracting Officer. These forms also serve as vouchers authorizing payment to the Contractor for transcripts prepared.

SECTION I - CONTRACT CLAUSES

- (3) Transcripts for appealed cases proceeding under the Criminal Justice Act (CJA) or in forma pauperis are processed through the Contracting Officer and shall be ordered on the form specified by the Contracting Officer, with a CJA 24 attached as appropriate.

I.3 Clause 2-90D, Option to Extend the Term of the Contract - (JAN 2003)

- (a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 (months) (years).

I.4 Clause 2-90C, Option to Extend Services - (JAN 2003)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 60 calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option].

I.5 Clause 7-120, Availability of Funds for the Next Fiscal Year (JAN 2003)

Funds are not presently available for performance under this contract beyond the current FY. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond 9/2012, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

SECTION I - CONTRACT CLAUSES

*Note: If this contract is awarded for a 12 month period (exclusive of options) that begins in one fiscal year and ends in the next fiscal year and is fully funded at contract award, Clause I.5 is not applicable.

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[Home](#) > [Procurement](#) > [Special Delegations](#) > [Court Reporting Services](#) > [Sample District Court Request for Proposals](#) > [Attachments](#)

[Printer Friendly](#)

- ⊕ Often Used
- ⊕ Applications
- ⊕ Information About...
 - [Awards Subject to Availability of Funds](#)
 - [Contracts/Agreement](#)
 - [Courtroom Technology](#)
 - [Program Review](#)
 - [Purchase Card](#)
 - [Small Purchase](#)
 - [Special Delegations](#)
 - [Training](#)
- ⊕ Policy & Guidance
- ⊕ Related Sites
- ⊕ Contacts

Section J - Attachments

- J.1 [28 U.S.C. § 753](#) (pdf)
- J.2 [Reporters Authorized to Work Under This Contract](#) (pdf)
- J.3 [Maximum Rates and Delivery Times for Original Transcripts and Copies Including CJA Rates](#)
- ~~J.4 [SF-1034 Public Voucher for Purchases and Services Other Than Personal](#) (pdf)~~ omitted
- J.5 [CJA 24 Authorization and Voucher for Payment](#) (wpd)
- J.6 [AO 435 Transcript Order](#) (pdf) (wpd)
- J.7 [Guide, Vol 6, Chapter 5, § 520 Transcript Format](#) (all exhibits are combined)
 - Exhibit 18.9 Transcript (Hannan - Direct) (pdf)
 - Exhibit 18.9B Transcript (Hannan - Direct) (pdf)
 - Exhibit 18.9C Transcript (Hannan - Cross/Redirect) (pdf)
 - Exhibit 18.9D Transcript (Ramirez - Direct) (pdf)
 - Exhibit 18.9E Transcript (Ramirez - Direct) (pdf)
 - Exhibit 18.11A Transcript Title Page (pdf)
 - Exhibit 18.12A Transcript Index (pdf)
- J.8 [Wage Determination No.](#) (pdf)
- J.9 [Reporter's Biographical Information Sheet](#) (pdf)
- J.10 [Offeror's References Information](#) (pdf)

§ 753. Reporters

(a) Each district court of the United States, the United States District Court for the District of the Canal Zone, the District Court of Guam, and the District Court of the Virgin Islands shall appoint one or more court reporters.

The number of reporters shall be determined by the Judicial Conference of the United States.

The qualifications of such reporters shall be determined by standards formulated by the Judicial Conference. Each reporter shall take an oath faithfully to perform the duties of his office.

Each such court, with the approval of the Director of the Administrative Office of the United States Courts, may appoint additional reporters for temporary service not exceeding three months, when there is more reporting work in the district than can be performed promptly by the authorized number of reporters and the urgency is so great as to render it impracticable to obtain the approval of the Judicial Conference.

If any such court and the Judicial Conference are of the opinion that it is in the public interest that the duties of reporter should be combined with those of any other employee of the court, the Judicial Conference may authorize such a combination and fix the salary for the performance of the duties combined.

(b) Each session of the court and every other proceeding designated by rule or order of the court or by one of the judges shall be recorded verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations promulgated by the Judicial Conference and subject to the discretion and approval of the judge. The regulations promulgated pursuant to the preceding sentence shall prescribe the types of electronic sound recording or other means which may be used. Proceedings to be recorded under this section include (1) all proceedings in criminal cases had in open court; (2) all proceedings in other cases had in open court unless the parties with the approval of the judge shall agree specifically to the contrary; and (3) such other proceedings as a judge of the court may direct or as may be required by rule or order of court as may be requested by any party to the proceeding.

The reporter or other individual designated to produce the record shall attach his official certificate to the original shorthand notes or other original records so taken and promptly file them with the clerk who shall preserve them in the public records of the court for not less than ten years.

The reporter or other individual designated to produce the record shall transcribe and certify such parts of the record of proceedings as may be required by any rule or order of court, including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless they have been recorded by electronic sound recording as provided in this subsection and the original records so taken have been certified by

him and filed with the clerk as provided in this subsection. He shall also transcribe and certify such other parts of the record of proceedings as may be required by rule or order of court. Upon the request of any party to any proceeding which has been so recorded who has agreed to pay the fee therefor, or of a judge of the court, the reporter or other individual designated to produce the record shall promptly transcribe the original records of the requested parts of the proceedings and attach to the transcript his official certificate, and deliver the same to the party or judge making the request.

The reporter or other designated individual shall promptly deliver to the clerk for the records of the court a certified copy of any transcript so made.

The transcript in any case certified by the reporter or other individual designated to produce the record shall be deemed prima facie a correct statement of the testimony taken and proceedings had. No transcripts of the proceedings of the court shall be considered as official except those made from the records certified by the reporter or other individual designated to produce the record.

The original notes or other original records and the copy of the transcript in the office of the clerk shall be open during office hours to inspection by any person without charge.

(c) The reporters shall be subject to the supervision of the appointing court and the Judicial Conference in the performance of their duties, including dealings with parties requesting transcripts.

(d) The Judicial Conference shall prescribe records which shall be maintained and reports which shall be filed by the reporters. Such records shall be inspected and audited in the same manner as the records and accounts of clerks of the district courts, and may include records showing:

- (1) the quantity of transcripts prepared;
- (2) the fees charged and the fees collected for transcripts;
- (3) any expenses incurred by the reporters in connection with transcripts;
- (4) the amount of time the reporters are in attendance upon the courts for the purpose of recording proceedings; and
- (5) such other information as the Judicial Conference may require.

(e) Each reporter shall receive an annual salary to be fixed from time to time by the Judicial Conference of the United States. All supplies shall be furnished by the reporter at his own expense.

(f) Each reporter may charge and collect fees for transcripts requested by the parties, including the United States, at rates prescribed by the court subject to the approval of the Judicial Conference. He shall not charge a fee for any copy of a transcript delivered to the clerk for the records of court. Fees for transcripts furnished in criminal

proceedings to persons proceeding under the Criminal Justice Act (18 U.S.C. 3006A), or in habeas corpus proceedings to persons allowed to sue, defend, or appeal in forma pauperis, shall be paid by the United States out of moneys appropriated for those purposes. Fees for transcripts furnished in proceedings brought under section 2255 of this title to persons permitted to sue or appeal in forma pauperis shall be paid by the United States out of money appropriated for that purpose if the trial judge or a circuit judge certifies that the suit or appeal is not frivolous and that the transcript is needed to decide the issue presented by the suit or appeal. Fees for transcripts furnished in other proceedings to persons permitted to appeal in forma pauperis shall also be paid by the United States if the trial judge or a circuit judge certifies that the appeal is not frivolous (but presents a substantial question). The reporter may require any party requesting a transcript to prepay the estimated fee in advance except as to transcripts that are to be paid for by the United States.

(g) If, upon the advice of the chief judge of any district court within the circuit, the judicial council of any circuit determines that the number of court reporters provided such district court pursuant to subsection (a) of this section is insufficient to meet temporary demands and needs and that the services of additional court reporters for such district court should be provided the judges of such district court (including the senior judges thereof when such senior judges are performing substantial judicial services for such court) on a contract basis, rather than by appointment of court reporters as otherwise provided in this section, and such judicial council notifies the Director of the Administrative Office, in writing, of such determination, the Director of the Administrative Office is authorized to and shall contract, without regard to section 3709 of the Revised Statutes of the United States, as amended (41 U.S.C. 5), with any suitable person, firm, association, or corporation for the providing of court reporters to serve such district court under such terms and conditions as the Director of the Administrative Office finds, after consultation with the chief judge of the district court, will best serve the needs of such district court.

(As amended Oct. 31, 1951, c. 655, § 46, 65 Stat. 726; June 28, 1955, c. 189, § 3(c), 69 Stat. 176; June 20, 1958, Pub.L. 85-462, § 3(c), 72 Stat. 207; July 7, 1958, Pub.L. 85-508, § 12(e), 72 Stat. 348; July 1, 1960, Pub.L. 86-568, Title I, § 116(c), 74 Stat. 303; Sept. 2, 1965, Pub.L. 89-163, 79 Stat. 619; Sept. 2, 1965, Pub.L. 89-167, 79 Stat. 647; June 2, 1970, Pub.L. 91-272, § 14, 84 Stat. 298; Dec. 11, 1970, Pub.L. 91-545, 84 Stat. 1412; Apr. 2, 1982, Pub.L. 97-164, Title IV, § 401(a), 96 Stat. 56.)

ATTACHMENT J2 TO CONTRACT NO. USDC 12-05-TOL

REPORTERS AUTHORIZED TO WORK UNDER CONTRACT NO. USDC 12-05-TOL

The following reporters are authorized to provide services under this contract:

[Insert only those names of reporters meeting the qualifications]

Any additions/substitutions to the above list shall be subject to approval of the Contracting Officer.

J-Net

Printer Friendly

[Back to Graphical Site](#)

Maximum Transcript Rates - All Parties Per Page

All Parties Per Page

| | Original | First Copy to Each Party | Each Add'l Copy to the Same Party |
|--|---|--------------------------|-----------------------------------|
| Ordinary Transcript (30 day) A transcript to be delivered within thirty (30) calendar days after receipt of an order. | \$3.65 | \$.90 | \$.60 |
| 14-Day Transcript A transcript to be delivered within fourteen (14) calendar days after receipt of an order. | \$4.25 | \$.90 | \$.60 |
| Expedited Transcript (7 day) A transcript to be delivered within seven (7) calendar days after receipt of an order. | \$4.85 | \$.90 | \$.60 |
| Daily Transcript A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day. | \$6.05 | \$1.20 | \$.90 |
| Hourly Transcript A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours. | \$7.25 | \$1.20 | \$.90 |
| Realtime Transcript A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment. | One feed, ¹ \$3.05 per page; two-to-four feeds, \$2.10 per page; five or more feeds, \$1.50 per page. | | |

¹ A realtime "feed" is the electronic data flow from the court reporter to the computer of each person or party ordering and receiving the realtime transcription in the courtroom.

Related Memos

[Realtime Transcript Fees \(ACTION REQUESTED\) 05/09/11 \(pdf\)](#)

[Back to Graphical Site](#)

| AO 435 (Rev. 03/08) | | Administrative Office of the United States Courts | | | FOR COURT USE ONLY | |
|--|--|---|----------------------|---|--------------------|-------------------------------------|
| TRANSCRIPT ORDER | | | | DUE DATE: | | |
| <i>Please Read Instructions:</i> | | | | | | |
| 1. NAME | | 2. PHONE NUMBER | | 3. DATE | | |
| 4. MAILING ADDRESS | | 5. CITY | | 6. STATE | 7. ZIP CODE | |
| 8. CASE NUMBER | | 9. JUDGE | | DATES OF PROCEEDINGS | | |
| | | | | 10. FROM | | 11. TO |
| 12. CASE NAME | | LOCATION OF PROCEEDINGS | | | | |
| | | 13. CITY | | 14. STATE | | |
| 15. ORDER FOR | | | | | | |
| <input type="checkbox"/> APPEAL | | <input type="checkbox"/> CRIMINAL | | <input type="checkbox"/> CRIMINAL JUSTICE ACT | | <input type="checkbox"/> BANKRUPTCY |
| <input type="checkbox"/> NON-APPEAL | | <input type="checkbox"/> CIVIL | | <input type="checkbox"/> IN FORMA PAUPERIS | | <input type="checkbox"/> OTHER |
| 16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested) | | | | | | |
| PORTIONS | | DATE(S) | | PORTION(S) | | DATE(S) |
| <input type="checkbox"/> VOIR DIRE | | | | <input type="checkbox"/> TESTIMONY (Specify Witness) | | |
| <input type="checkbox"/> OPENING STATEMENT (Plaintiff) | | | | | | |
| <input type="checkbox"/> OPENING STATEMENT (Defendant) | | | | | | |
| <input type="checkbox"/> CLOSING ARGUMENT (Plaintiff) | | | | <input type="checkbox"/> PRE-TRIAL PROCEEDING (Specy) | | |
| <input type="checkbox"/> CLOSING ARGUMENT (Defendant) | | | | | | |
| <input type="checkbox"/> OPINION OF COURT | | | | | | |
| <input type="checkbox"/> JURY INSTRUCTIONS | | | | <input type="checkbox"/> OTHER (Specify) | | |
| <input type="checkbox"/> SENTENCING | | | | | | |
| <input type="checkbox"/> BAIL HEARING | | | | | | |
| 17. ORDER | | | | | | |
| CATEGORY | ORIGINAL (Includes Certified Copy to Clerk for Records of the Court) | FIRST COPY | ADDITIONAL COPIES | NO. OF PAGES ESTIMATE | COSTS | |
| ORDINARY | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | | |
| 14-Day | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | | |
| EXPEDITED | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | | |
| DAILY | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | | |
| HOURLY | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | | |
| REALTIME | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| CERTIFICATION (18. & 19.) By signing below, I certify that I will pay all charges (deposit plus additional). | | | | ESTIMATE TOTAL | 0.00 | |
| 18. SIGNATURE | | | | PROCESSED BY | | |
| 19. DATE | | | | PHONE NUMBER | | |
| TRANSCRIPT TO BE PREPARED BY | | | | COURT ADDRESS | | |
| ORDER RECEIVED | | DATE | BY | | | |
| DEPOSIT PAID | | | | DEPOSIT PAID | | |
| TRANSCRIPT ORDERED | | | | TOTAL CHARGES | | 0.00 |
| TRANSCRIPT RECEIVED | | | | LESS DEPOSIT | | 0.00 |
| ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT | | | | TOTAL REFUNDED | | |
| PARTY RECEIVED TRANSCRIPT | | | | TOTAL DUE | | 0.00 |

DISTRIBUTION: COURT COPY TRANSCRIPTION COPY ORDER RECEIPT ORDER COPY

INSTRUCTIONS

GENERAL

Use. Use this form to order the transcription of proceedings. Complete a separate order form for each case number for which transcripts are ordered.

Completion. Complete Items 1-19. Do *not* complete shaded areas which are reserved for the court's use.

Order Copy. Keep a copy for your records.

Mailing or Delivering to the Court. Mail or deliver the original, and two copies of this form to the Clerk of Court.

Deposit Fee. The court will notify you of the amount of the required deposit fee which may be mailed or delivered to the court. Upon receipt of the deposit, the court will process the order.

Deliver Time. Delivery time is computed from the date of receipt of the deposit fee or for transcripts ordered by the federal government from the date of receipt of the signed order form.

Completion of Order. The court will notify you when the transcript is completed.

Balance Due. If the deposit fee was insufficient to cover all charges, the court will notify you of the balance due which must be paid prior to receiving the completed order.

SPECIFIC

Items 1-19. These items should always be completed.

Item 8. Only one case number may be listed per order.

Item 15. Place an "X" in each box that applies.

Item 16. Place an "X" in the box for each portion requested. List specific date(s) of the proceedings for which transcript is requested. Be sure that the description is clearly written to facilitate processing. Orders may be placed for as few pages of transcript as are needed.

Item 17. *Categories.* There are six (6) categories of transcripts which may be ordered. These are:

Ordinary. A transcript to be delivered within thirty (30) calendar days after receipt of an order. (Order is considered received upon receipt of the deposit.)

14-Day. A transcript to be delivered within fourteen (14) calendar days after receipt of an order.

Expedited. A transcript to be delivered within seven (7) calendar days after receipt of an order.

Daily. A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day.

Hourly. A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.

Realtime. A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment.

NOTE: Full price may be charged only if the transcript is delivered within the required time frame. For example, if an order for expedited transcript is not completed and delivered within seven (7) calendar days, payment would be at the 14-day *delivery* rate, and if not completed and delivered within 14 calendar days, payment would be at the ordinary delivery rate.

Ordering. Place an "X" in each box that applies. Indicate the number of additional copies ordered.

Original. Original typing of the transcript. An original must be ordered and prepared prior to the availability of copies. The original fee is charged only once. The fee for the original includes the copy for the records of the court.

First Copy. First copy of the transcript after the original has been prepared. All parties ordering copies must pay this rate for the first copy ordered.

Additional Copies. All other copies of the transcript ordered by the same party.

Item 18. Sign in this space to certify that you will pay all charges. (This includes the deposit plus any additional charges.)

Item 19. Enter the date of signing.

Shaded Area. Reserved for the court's use.

reporter refusing to transcribe a court proceeding could be ordered by the court to show cause.

- (b) Court reporter notes are the property of the court and must remain in the custody of the clerk of court. The notes may be removed only for purposes of providing a transcript. A court reporter no longer employed by the court must file a copy of the transcript with the clerk of court within three days of delivery to the ordering party. The court reporting supervisor should assist the retired or separated court reporter in obtaining the notes and act as liaison between the reporter and ordering party.

§ 520 Transcript Format

§ 520.10 Introduction

The Judicial Conference prescribed the transcript format in 1944 to assure that each party is treated equally throughout the country. Although the Conference has made some adjustments from time to time, the format has remained substantially the same. It is essential that the format requirements be followed because minor changes result in significant monetary losses to parties. No court, judge, supervisor, reporter, or transcriber may authorize a deviation from the requirements set forth by the Judicial Conference. The per-page transcript rates are based on strict adherence to the prescribed format. The format standards incorporate government standards for archival materials and assure that all transcript produced in federal courts is produced on the same basis.

§ 520.13 Judicial Conference Policy

- (a) Transcripts may be sold in computer diskette [electronic media] form in ASCII format, or other format requested by the ordering party and agreed to by the court reporter or transcriber, whether they represent originals, first copies, or additional copies.

Each page of transcript sold on diskette must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and electronic media may not contain any protection or programming codes that would prevent copying or transferring the data." JCUS-SEP 91, p. 65.

- (b) To conform to available technology, the Judicial Resources Committee recommended, and the Judicial Conference approved, an amendment to the transcript format guidelines to delete the requirement that words be hyphenated at the end of a line of transcript text. JCUS-MAR 95, p. 22.

- (c) On recommendation of the Committee on Judicial Resources, the Conference modified the transcript format guidelines to provide an exception to the requirement that each page of transcript contain 25 lines of text. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions in jury trials when the transcript is produced under the daily or hourly delivery schedule and the exception is approved by the presiding judicial officer. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript which includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review. JCUS-MAR 96, p. 26.

§ 520.16 Compressed Transcript

As with electronic media, court reporters and transcribers who have the capability may sell compressed transcripts on a per page basis. However, there is no requirement to provide such service.

§ 520.20 Realtime Unedited Transcript

Realtime unedited transcript sold on any electronic media may be in ASCII format, or any other format requested by the ordering party and agreed to by the court reporter. It should include any notations made to the electronic file by the ordering party during proceedings. Electronic media may not contain any protection or programming codes that would prevent copying or transferring the data. The transcript format guidelines prescribed by the Judicial Conference apply to realtime unedited transcript with the following exceptions:

- (a) Realtime unedited transcript must be clearly marked as such with a header or footer which appears at the top or bottom of each page of transcript stating, "Realtime Unedited Transcript Only."
- (b) The realtime unedited transcript should not include an appearance page, an index, or a certification.
- (c) The electronic media label may be of a different color than that used on diskettes containing the text of certified transcript and hand stamped with the words, "Realtime Unedited Transcript Only."

§ 520.23 Paper

The format standards for paper transcript incorporate government standards for archival materials, as well as assure that all transcript produced in federal courts is

produced on the same basis, whether by official staff, contract, or substitute reporters, or by transcription companies.

(a) Size

Paper size is to be 8-1/2 X 11 inches

(b) Weight

The weight of paper is to be at least 13 pounds for both originals and copies.

(c) Type

The paper type for both originals and copies is to be of chemical wood or better quality.

(d) Color

White paper is to be used for both originals and copies.

§ 520.26 Ink Color

Black ink is to be used for both originals and copies.

§ 520.30 Preprinted Marginal Lines

The use of preprinted solid left and right marginal lines is required. The use of preprinted top and bottom marginal lines is optional. All preprinted lines must be placed on the page so that text actually begins 1-3/4 inches from the left side of the page and ends 3/8 inch from the right side of the page.

§ 520.33 Line Numbers

Each page of transcription is to bear numbers indicating each line of transcription on the page.

§ 520.36 Typing

§ 520.36.10 Type Size

The letter character size is to be 10 letters to the inch. This provides for approximately 63 characters to each line. (Type should be letter quality.)

§ 520.36.15 Numbers of Lines Per Page

(a) Line of Text Per Page Requirement

Each page of transcription is to contain 25 lines of text. The last page may contain fewer lines if it is less than a full page of transcription. Page numbers or notations cannot be considered part of the 25 lines of text.

(b) Exception

An exception to the above requirement of 25 lines of text will be allowed when daily or hourly transcript of jury trials is produced and the exception is approved by the presiding judicial officer. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript that includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review.

§ 520.36.20 Margins

Typing is to begin on each page at the 1-3/4 inch left margin and continue to the 3/8 inch right margin.

§ 520.36.25 Spacing

Lines of transcript text are to be double spaced.

§ 520.36.30 Upper and Lower Case

Upper and lower case is preferred, but all upper case may be used.

§ 520.36.35 Indentations

(a) Q and A

- (1) All "Q" and "A" designations shall begin at the left margin. A period following the "Q" and "A" designation is optional. The statement following the "Q" and "A" shall begin on the fifth space from the left margin. Subsequent lines shall begin at the left margin. **See:** Appx 5A (Sample Transcript).

(2) Since depositions read at a trial have the same effect as oral testimony, the indentations for "Q" and "A" should be the same as described above. In the transcript, each question and answer read from a deposition should be preceded by a quotation mark. At the conclusion of the reading, a closing quotation mark should be used.

(b) Colloquy

Speaker identification shall begin on the tenth space from the left margin followed directly by a colon. The statement shall begin on the third space after the colon. Subsequent lines shall begin at the left margin.

(c) Quotations

Quoted material other than depositions shall begin on the tenth space from the left margin, with additional quoted lines beginning at the tenth space from the left margin, with appropriate quotation marks used.

§ 520.36.40 Interruptions of Speech and Simultaneous Discussions

Interruptions of speech shall be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking. At the discretion of the transcriber, simultaneous discussions may also be noted in this manner. **See:** Appx 5A (Sample Transcript).

§ 520.36.45 Punctuation and Spelling

Punctuation and spelling shall be appropriate standard usage. For example, if a question in "Q" and "A" is indeed a question, it should be followed by a question mark. **See:** Appx 5A (Sample Transcript).

§ 520.36.50 Page Heading (Also Known as "Headers")

A page heading is brief descriptive information noted to aid in locating a person and/or event in a transcript. A page heading should be provided on each page of witness testimony; a page heading is optional for other types of persons and/or event notations. Listing the last name of the witness or other party and the type of examination or other event is sufficient. Page headings shall appear above line 1 on the same line as the page number. This information is not to be counted as a line of transcript. **See:** Appx 5A (Sample Transcript).

§ 520.36.55 Parenthetical Notations

Parenthetical notations are generally marked by parentheses; however, brackets may be used. Parenthetical notations shall begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin. Parentheses are used for:

- customary introductory statements such as call to order of court or swearing in a witness, and
- indicating non-verbal behavior, pauses, and readback/playback.

For types of parenthetical notations, **see:** § 520.40.20(a). **See also:** Appx 5A (Sample Transcript).

§ 520.36.60 Legibility

The original transcript and each copy are to be legible without any interlineations materially defacing the transcript.

§ 520.40 Content

§ 520.40.10 Verbal

Except as noted below, the transcript shall contain all words and other verbal expressions uttered during the course of the proceeding.

(a) Striking of Portions of the Proceeding

No portion of the proceeding shall be omitted from the record by an order to strike. Regardless of requesting party, the material ordered stricken, as well as the order to strike, must all appear in the transcript. **See:** Appx 5A (Sample Transcript).

(b) Editing of Speech

(1) The transcript should provide an accurate record of words spoken in the course of proceedings. All grammatical errors, changes of thought, contractions, misstatements, and poorly constructed sentences should be transcribed as spoken. **See:** Appx 5A (Sample Transcript).

(2) In the interest of readability, however, false starts, stutters, uhms and ahs, and other verbal tics are not normally included in

transcripts; but such verbalizations must be transcribed whenever their exclusion could change a statement's meaning.

(c) Reporting of Audio/Video Recordings

Generally, audio/video recordings played in court are entered as an exhibit in a proceeding. Since such recordings are under the direct control of the court, audio/video recordings need not be transcribed unless the court so directs.

(d) Private Communications and Off the Record Conversations

Private communications and off the record conversations inadvertently recorded should not be included in the transcript. **See:** Appx 5A (Sample Transcript).

(e) Call to Order, Swearing in, or Affirmation of Witnesses or Jurors

- (1) Standard summary phrases shall be used for customary introductory statements such as the call to order of court and the swearing in or affirmation of witnesses.
- (2) These should appear in parentheses and begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.
- (3) The following phrases can be employed:
 - (Call to Order of the Court),
 - (The Jury Is Sworn),
 - (The Witness Is Sworn), and
 - (The Witness Is Affirmed).

(f) Identification of Speaker

- (1) All speakers must be properly identified throughout the transcript, initially by their full name, thereafter by the following designations or courtesy titles, in capital letters indented ten spaces from the left margin:

(2) Proper Transcript:

| Speaker | Identification |
|----------------------------------|---|
| the judge | THE COURT |
| attorney | MR., MRS., MS., OR MISS. + (last name) |
| witness | THE WITNESS (in colloquy) |
| interpreter | THE INTERPRETER |
| defendant (in criminal cases) | THE DEFENDANT |

See: Appx 5A (Sample Transcript).

(g) Testimony Through Interpreter

When interpreters are used, it will be assumed that answers are made in a foreign language and interpreted unless a parenthetical "(in English)" is inserted. **See:** Appx 5A (Sample Transcript).

§ 520.40.20 Nonverbal

(a) Designation of Portions of Proceedings and Time of Occurrence
(Parenthetical Notations)

Parenthetical notations in a transcript are a court reporter's or electronic court recorder operator's own words, enclosed in parentheses, recording some action or event. Parenthetical notations should be as short as possible consistent with clarity and standard word usage.

The following parenthetical notations should be used to designate portions of proceedings. Designations requiring a time notation are listed first:

- (1) Proceedings Started, Recessed, and Adjourned, with Time of Day and Any Future Date Indicated where Appropriate

Examples:

- (Recess at 11:30 a.m.)
- (Recess at 12:30 p.m., until 1:30 p.m.)
- (Proceedings concluded at 5 p.m.)

See: Appx 5A (Sample Transcript).

(2) Jury In/Out

Examples:

- (Jury out at 10:35 a.m.)
- (Jury in at 10:55 a.m.)

If a jury is involved, it is essential to indicate by the proper parenthetical notation whether the proceeding occurred:

- in the presence of the jury,
- out of the presence of the jury,
- out of the hearing of the jury,
- prior to the jury entering the courtroom, or
- after the jury left the courtroom.

(3) Defendant Present/Not Present

In criminal trials, this designation must be made if not stated in the record by the judge.

(4) Bench/Side Bar Conferences

This designation should note whether the bench/side bar conference is on or off the record. If all the attorneys in court are not participating in the bench/side bar conference, the parenthetical notation should so indicate.

Examples:

- (Bench conference on the record)
- (Bench conference off the record with Mr. Smith, Mrs. Jones, and Mr. Adams)
- (At side bar on the record)

- (At side bar)
- (End of discussion at side bar)

See: Appx 5A (Sample Transcript).

(5) Discussions off the Record

This designation should note where the discussion took place.

(6) Chambers Conferences

This designation should note the presence or absence of parties in chambers.

Examples:

- (Discussion off the record in chambers with defendant not present)
- (Discussion on the record in chambers with defendant present)

(b) Speaker/Event Identification

References to speakers and events that occur throughout proceedings should be properly noted in capital letters and centered on the appropriate line.

Examples:

- AFTER RECESS
- DIRECT EXAMINATION
- CROSS EXAMINATION
- REDIRECT EXAMINATION
- RECROSS EXAMINATION
- FURTHER REDIRECT EXAMINATION
- PLAINTIFF'S EVIDENCE
- PLAINTIFF RESTS
- DEFENDANT'S EVIDENCE
- DEFENDANT RESTS
- PLAINTIFF'S EVIDENCE IN REBUTTAL

See: Appx 5A (Sample Transcript).

(c) Nonverbal Behavior, Pauses

It is the responsibility of the attorneys, as well as the judge in some instances, to note for the record any significant nonverbal behavior (i.e., physical gestures, and lengthy pauses on the part of a witness.) If counsel or the court refers to the witness's affirmative or negative gesture, parenthetical phrases may be used to indicate physical gestures.

Examples:

- (Nods head up and down)
- (Shakes head from side to side)
- (Indicating)

See: Appx 5A (Sample Transcript).

(d) Readback/Playback

All readbacks and/or playbacks, and the party requesting should be noted parenthetically as follows:

- (1) If the question and/or answer requested to be read or played back appears on the same page as the request, the following parenthetical should be used:

(The last question and/or answer was read/played back)

See: Appx 5A (Sample Transcript).

- (2) If, however, the question and/or answer, or both, appear on a previous page, the court reporter or audio operator should replay or restate the question and/or answer both, in full, with appropriate quotation marks and parentheses. The following parenthetical should be used for playbacks:

(The record was replayed)

(e) Indiscernible or Inaudible Speech on Electronic Sound Recording

- (1) Incomplete records of proceedings are unacceptable in a court of law. It is therefore highly undesirable to have any portion of a transcript labeled "indiscernible" or "inaudible."

- (2) Every effort must be made to produce a complete transcript. The indication "inaudible" or "indiscernible" should be used only when it is impossible to transcribe the record.

§ 520.43 Title Page

§ 520.43.10 Contents

- (a) Each transcript is to include a title page indicating:
 - (1) court name;
 - (2) district;
 - (3) case name;
 - (4) civil or criminal docket case number;
 - (5) name and title of judge or other judicial officer presiding;
 - (6) type of proceeding;
 - (7) date and time of proceeding;
 - (8) volume number (if multi-volume);
 - (9) name and address of each attorney and name of party represented;
 - (10) whether a jury was present;
 - (11) if steno based, court reporter's name, address, and telephone number;
 - (12) if electronic sound recording equipment based, audio operator's name, plus name, address, and telephone number of transcription company;
 - (13) method by which the proceedings were recorded, and
 - (14) method by which the transcript was produced.

Examples of this statement are

- Proceedings recorded by mechanical stenography, transcript produced by notereading.
- Proceedings recorded by mechanical stenography, transcript produced by computer.
- Proceedings recorded by shorthand/stenomask, transcript produced from dictation.
- Proceedings recorded by electronic sound recording, transcript produced by transcription service.

§ 520.43.20 Record of Appearance

Beginning on the title page, the court reporter is to include the complete record of appearances.

§ 520.43.30 Cost

The court reporter may charge for the title page as a full page of transcript.

§ 520.46 Indexes

Each volume is to contain an index that is to be numbered. It is preferable to have the index at the end. The court reporter may charge for the index page as a full page of transcript.

§ 520.46.10 Requirement

- (a) The index shall indicate the pages at which each of the following begins:
 - direct examination,
 - cross-examination,
 - redirect examination,
 - recross-examination,
 - further redirect examination, and
 - recall of each witness.
- (b) The index shall also indicate on behalf of whom the witness or witnesses were called, such as:
 - PLAINTIFF'S WITNESSES,

- WITNESSES FOR THE GOVERNMENT,
- DEFENDANT'S WITNESSES, or
- WITNESSES FOR THE DEFENSE

- (c) A separate table in the index should indicate the page at which any exhibit was marked for identification and received in evidence.

§ 520.46.20 Master Index for Longer Transcripts

In a protracted case (i.e., a transcript of one thousand pages or more) in addition to the individual index, there may be a master index set forth in its own separate volume, consisting of a compilation of all of the individual indexes. **See:** Appx 5A (Sample Transcript).

§ 520.46.30 Keyword Indexing Service

No charge is permitted additional to the normal page rates for keyword indexing services. No additional charge is permitted for the cost of the diskette itself.

§ 520.50 Numbering

§ 520.50.10 Pages

- (a) The pages of the transcript are to be numbered in a single series of consecutive numbers for each proceeding, regardless of the number of days involved.
- (b) The court reporter shall place the page number at the top right corner of the page flush with the right margin above the first line of transcription.
- (c) The page number does not count as a line of transcript.
- (d) The pagination of the transcript of the further proceedings in the same matter shall follow consecutively the pagination of earlier proceedings, unless the presiding official directs otherwise.

§ 520.50.20 Multi-Volumes Transcripts

Multi-volume transcripts should be numbered in either of the following ways:

- (a) Each volume of transcript should be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings. Pages may be numbered consecutively for each volume of transcript, with the cover page of each volume designated page I. Using

this method, page numbers will begin with a volume number followed by the page number.

Examples:

- 1-14 (Volume 1, page 14)
- 2-54 (Volume 2, page 54)

- (b) If preferred, the pages may be numbered consecutively for an entire multiple-volume transcript.

Examples:

- 56 (Volume 1, page 56)
- 521 (Volume 3, page 521)

See: Appx 5A (Sample Transcript).

§ 520.53 Cover

The court reporter is to cover at no charge the original and each copy of transcript with front and back covers of good quality, consisting of white or colored 140 pound index paper, #1 sulphite paper, heavy weight transparent plastic, or similar material as the court approves.

§ 520.56 Punched Holes

If the court reporter punches transcript with three holes in the left margin, the holes are to be 4-1/4" center to center, with the middle hole centered in the page.

§ 520.60 Fastener

The court reporter is to secure the transcript for each proceeding separately with a suitable fastener of permanent nature.

§ 520.63 Certification

§ 520.63.10 Requirement

- (a) The court reporter or transcriber is to authenticate the original transcript and each copy with a certification on the last page.
- (b) The certification is to appear on the last page of each volume of transcript. If more than one court reporter or transcriber is involved in the production

of the transcript being certified, then the certifications of each court reporter or transcriber involved shall be required at the end of each volume. (**Note:** The contents of the title page should not be repeated as part of the certification.)

- (c) A rubber stamp with the certifications in the paragraphs below may be used to save time and space.

§ 520.63.20 Reporter's Charge for Certification

If the reporter places the certification on a separate page from any transcript text, then they may NOT charge for the certification page. If the court reporter includes the certification on the last page of a transcript that contains actual transcript text, the reporter can charge for that page of text.

§ 520.63.30 Certification Examples

- (a) Stenography/Stenomask

"I (we) certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter."

Signature of Court Reporter/Transcriber Date

Typed or Printed Name

- (b) Transcriber's Certification for Another's Notes.

"I (we) certify that the foregoing is a true and correct transcript, to the best of my ability, of the above pages, of the stenographic notes provided to me by the court name, of the proceedings taken on the date and time previously stated in the above matter. I (we) further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken, and further that I am not financially nor otherwise interested in the outcome of the action."

Signature of Transcriber Date

Typed or Printed Name

(c) Electronic Sound Recording

"I (we), court approved transcriber(s), certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter."

Signature of Approved Transcriber

Date

Typed or Printed Name

(d) Redacted Transcripts

At the end of the transcript, and without causing a "page roll-over" (a smaller font may be used) the redacted transcript should be certified by the court reporter/transcriber stating:

"I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on day/mo/year, and incorporating redactions of personal identifiers requested by the following attorneys of record: _____, in accordance with Judicial Conference policy. Redacted characters appear as an "x" (or a black box) in the transcript."

Signature of Approved Transcriber

Date

Typed or Printed Name

See: Memorandum, Feb. 22, 2008, Guidance for Court Reporters and Transcribers on the Electronic Availability of Transcripts in CM/ECF and Transcript Redaction Procedures.

§ 520.66 Copies

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

§ 520.70 Redaction

There are various software programs that are available to assist court reporters/transcribers in the redaction process. The use of these programs is permissible, as long as page and line integrity remains intact. If a court reporter does not have access to such a program, the reporter may also manually redact. Whatever method is used to redact, page and line integrity must be maintained from the original transcript to the redacted transcript.

§ 520.70.10 Manual Redaction

To manually redact, the court reporter/transcriber should place an "x" in the space of each redacted character. Manual redactions should have the same number of x's as characters deleted to preserve page and line numbers of transcripts.

§ 520.70.20 Title Page

The title page of the transcript should indicate that it is a redacted transcript immediately below the case caption and before the Volume number and the name and title of the Judge. A notation of "REDACTED TRANSCRIPT" should be inserted on a blank line, and care should be taken to ensure that the addition of this text does not cause changes to the length of the title page.

§ 520.70.30 Charge for Redacted Transcripts

The Judicial Conference has not authorized an additional fee that the court reporter/transcriber can charge for providing redacted transcripts to the court for the electronic records of the court.

§ 530 Fees

§ 530.10 Fee Schedule Determination

Each district court must adopt a schedule of transcript fees for reporters and transcribers, subject to maximum rates established by the Judicial Conference. The Conference has established six transcript categories based on delivery times and whether the transcript is in draft form or certified, and has set a maximum rate for each. Neither the parties, nor the reporter, nor the transcriber, nor the court may negotiate a higher rate without Judicial Conference approval; however, in exceptional circumstances the Director of the AO may authorize higher original transcript rates for staff reporters. Fees may be negotiated lower than the court approved rates. Courts should set fees in each jurisdiction with regard to production costs, up to the maximum authorized by the Judicial Conference.

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

DENISE M. OLIVER and
ELIZABETH ANN MOODY,

Plaintiffs,

vs.

WILLIAM FOUNDATION HOSPITALS,
C. Z. TORT, F. W. WINSTON,

Defendants.

Docket No. CV 81-1224

St. Louis, Missouri
August 28, 2009

VOLUME III
TRANSCRIPT OF TRIAL
BEFORE THE HONORABLE ROBERT JUSTICE
UNITED STATES DISTRICT JUDGE AND A JURY

A-P-P-E-A-R-A-N-C-E-S

FOR THE PLAINTIFFS:

Guest, Jones & Law
By: Joseph Law, Esq.
1029 M Street
Suite 400
St. Louis, Missouri 63124

FOR THE DEFENDANTS:

Wills, Miller, Johnson & Smith
By: George S. Smith, Esq.
903 West Fourth Street
St. Louis, Missouri 63101

COURT REPORTER:

Mary F. Jones
308 Southcrest Blvd.
St. Louis, Missouri 63101
(314) 539-4567

Proceedings recorded by mechanical stenography,
transcript produced with computer.

1 MR. JONES: That is all I have for this witness.

2 THE COURT: All right. Suppose we recess for a short
3 period now, say 15 minutes.

4 (Recess at 10:30 a.m. until 10:45 a.m.)

5 MR. JONES: If it please the Court, Your Honor, the
6 defendant is ready to proceed. I would like to call Ann
7 Hannan.

8 ANN D. HANNAN, DEFENDANT'S WITNESS, SWORN

9 DIRECT EXAMINATION

10 BY MR. JONES:

11 Q. Would you give your full name, Ann?

12 A. Ann D. Hannan.

13 Q. And where do you live?

14 A. At 425 Rockway Place, Lake Summit.

15 Q. And how have -- I mean, how long have you lived there?

16 A. For about 20 years.

17 Q. And what do you do for a living?

18 A. I work as a checker at Green Grocery on Long Street.

19 Q. How long have you worked there, Miss Hannan?

20 A. I was hired by Clem Staples, I mean, the deceased --

21 MR. PLASKY: I object. Your Honor, I would like the
22 witness's answer stricken from the record as nonresponsive.

23 (Off-the-record discussion at sidebar.)

24 THE COURT: Objection sustained. Will you proceed.

25

1 BY MR. JONES:

2 Q. Miss Hannan, how many years did you work as a checker at
3 Green Grocery Store?

4 A. For ten years and maybe three, four months.

5 Q. Did you work all that time?

6 A. (Witness nods.)

7 Q. Was that a yes, Miss Hannan?

8 A. Yeah.

9 Q. Were you ever laid off for any reason?

10 A. No, never, 'cause Mr. Staples seen where I was livin' and
11 he knew I needed the money.

12 Q. Why did you --

13 THE COURT: Pardon me, Counsel, for interrupting you,
14 but I would like to ask the witness one question.

15 I don't understand what you mean by that statement.
16 Please explain what your living conditions were, Miss Hannan.

17 THE WITNESS: They were awful, Judge. The house had
18 no electricity. We only got a water pump two years ago.

19 THE COURT: Thank you.

20 You may proceed, Counsel.

21 MR. JONES: Your Honor, at this time I would like to
22 call the Court's attention to the case of State versus Tilden
23 which states:

24 "On June 20, 1969, the defendant was on his way home
25 and was struck by an automobile which was traveling

1 MR. JONES: That's all I have.

2 THE COURT: Are you sure that there is no more
3 testimony for the record?

4 MR. PLASKY: Nothing further.

5 THE COURT: You may step down. I am going to call a
6 short recess.

7 (Recess from 3:35 p.m. until 4:05 p.m.; all parties
8 present.)

9 THE COURT: You may proceed, Mr. Jones.

10 MR. JONES: May it please the Court. I have a
11 witness, Mary Ramirez, and she only speaks Spanish. I have
12 brought Jorge Lopez, a Spanish teacher who has been officially
13 certified by the U.S. Courts, to act as an interpreter.

14 THE COURT: Yes, Mr. Lopez has acted as an
15 interpreter in this court before.

16 MR. PLASKY: I know Mr. Lopez and agree that he be
17 the interpreter.

18 THE COURT: I will have the deputy clerk administer
19 the oath to Mr. Lopez and then to Mrs. Ramirez.

20 (Interpreter sworn.)

21 MARY RAMIREZ, DEFENDANT'S WITNESS, SWORN

22 DIRECT EXAMINATION

23 BY MR. JONES:

24 Q. What is your name?

25 A. Mary Ramirez.

1 Q. Where do you live?

2 A. Now I live at 245 Davis Road in Summerville, but I just
3 moved there three months ago. I am living with my mother and
4 father in their home.

5 Q. Do you remember the afternoon of July 14, 1979?

6 THE INTERPRETER: I am sorry, I didn't hear the date.
7 Did you say July 14?

8 MR. JONES: Yes.

9 THE INTERPRETER: She said, "Yes."

10 BY MR. JONES:

11 Q. And, where were you on July 14 at about 4:00 p.m.?

12 A. Shopping at SAVE-A-LOT.

13 Q. What time did you get to the store?

14 A. 1:00.

15 MR. PLASKY: Your Honor, may we go off the record?

16 THE COURT: Yes.

17 (Bench conference off the record.)

18 THE COURT: You may proceed, Mr. Jones.

19 MR. JONES: May we have the last question and answer
20 read back?

21 (The last question and answer were read.)

22 BY MR. JONES:

23 Q. At about 4:00 p.m. did you see anything unusual?

24 A. I saw that woman over there (indicating) take a steak and
25 put it in a shopping bag. Her, her (indicating).

1 Q. You are pointing at the defendant, Lynn Roger, are you
2 not?

3 A. Yes, that woman right there.

4 MR. JONES: Let the record show that the witness has
5 correctly identified the defendant.

6 THE COURT: I would like to make the record clear
7 that

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Attachment J.8

WD 05-2425 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2425
Revision No.: 11
Date Of Revision: 06/13/2011

State: Ohio

Area: Ohio Counties of Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca, Wood

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.61 |
| 01012 - Accounting Clerk II | | 14.73 |
| 01013 - Accounting Clerk III | | 16.35 |
| 01020 - Administrative Assistant | | 20.15 |
| 01040 - Court Reporter | | 22.78 |
| 01051 - Data Entry Operator I | | 11.95 |
| 01052 - Data Entry Operator II | | 13.04 |
| 01060 - Dispatcher, Motor Vehicle | | 17.55 |
| 01070 - Document Preparation Clerk | | 14.34 |
| 01090 - Duplicating Machine Operator | | 14.34 |
| 01111 - General Clerk I | | 11.70 |
| 01112 - General Clerk II | | 12.77 |
| 01113 - General Clerk III | | 14.33 |
| 01120 - Housing Referral Assistant | | 19.41 |
| 01141 - Messenger Courier | | 12.61 |
| 01191 - Order Clerk I | | 12.53 |
| 01192 - Order Clerk II | | 13.67 |
| 01261 - Personnel Assistant (Employment) I | | 15.16 |
| 01262 - Personnel Assistant (Employment) II | | 16.96 |
| 01263 - Personnel Assistant (Employment) III | | 18.92 |
| 01270 - Production Control Clerk | | 19.72 |
| 01280 - Receptionist | | 12.17 |
| 01290 - Rental Clerk | | 10.82 |
| 01300 - Scheduler, Maintenance | | 14.56 |
| 01311 - Secretary I | | 14.56 |
| 01312 - Secretary II | | 16.28 |
| 01313 - Secretary III | | 19.41 |
| 01320 - Service Order Dispatcher | | 15.68 |
| 01410 - Supply Technician | | 20.15 |
| 01420 - Survey Worker | | 14.69 |
| 01531 - Travel Clerk I | | 13.02 |
| 01532 - Travel Clerk II | | 14.14 |
| 01533 - Travel Clerk III | | 15.31 |
| 01611 - Word Processor I | | 13.17 |
| 01612 - Word Processor II | | 14.79 |
| 01613 - Word Processor III | | 16.54 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 19.15 |
| 05010 - Automotive Electrician | | 18.56 |
| 05040 - Automotive Glass Installer | | 17.96 |
| 05070 - Automotive Worker | | 17.96 |

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| 05110 - Mobile Equipment Servicer | 16.78 |
| 05130 - Motor Equipment Metal Mechanic | 21.00 |
| 05160 - Motor Equipment Metal Worker | 19.75 |
| 05190 - Motor Vehicle Mechanic | 18.61 |
| 05220 - Motor Vehicle Mechanic Helper | 16.19 |
| 05250 - Motor Vehicle Upholstery Worker | 19.09 |
| 05280 - Motor Vehicle Wrecker | 20.36 |
| 05310 - Painter, Automotive | 18.56 |
| 05340 - Radiator Repair Specialist | 19.75 |
| 05370 - Tire Repairer | 15.44 |
| 05400 - Transmission Repair Specialist | 19.15 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.70 |
| 07041 - Cook I | 10.66 |
| 07042 - Cook II | 12.17 |
| 07070 - Dishwasher | 8.45 |
| 07130 - Food Service Worker | 9.32 |
| 07210 - Meat Cutter | 15.70 |
| 07260 - Waiter/Waitress | 8.95 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.45 |
| 09040 - Furniture Handler | 15.55 |
| 09080 - Furniture Refinisher | 19.45 |
| 09090 - Furniture Refinisher Helper | 16.96 |
| 09110 - Furniture Repairer, Minor | 18.18 |
| 09130 - Upholsterer | 19.45 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.14 |
| 11060 - Elevator Operator | 11.21 |
| 11090 - Gardener | 13.69 |
| 11122 - Housekeeping Aide | 11.21 |
| 11150 - Janitor | 11.21 |
| 11210 - Laborer, Grounds Maintenance | 11.05 |
| 11240 - Maid or Houseman | 9.20 |
| 11260 - Pruner | 12.00 |
| 11270 - Tractor Operator | 12.96 |
| 11330 - Trail Maintenance Worker | 11.05 |
| 11360 - Window Cleaner | 12.34 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 12.35 |
| 12011 - Breath Alcohol Technician | 17.01 |
| 12012 - Certified Occupational Therapist Assistant | 24.70 |
| 12015 - Certified Physical Therapist Assistant | 24.86 |
| 12020 - Dental Assistant | 15.26 |
| 12025 - Dental Hygienist | 27.11 |
| 12030 - EKG Technician | 24.04 |
| 12035 - Electroneurodiagnostic Technologist | 24.04 |
| 12040 - Emergency Medical Technician | 12.35 |
| 12071 - Licensed Practical Nurse I | 15.20 |
| 12072 - Licensed Practical Nurse II | 17.01 |
| 12073 - Licensed Practical Nurse III | 18.97 |
| 12100 - Medical Assistant | 13.67 |
| 12130 - Medical Laboratory Technician | 18.21 |
| 12160 - Medical Record Clerk | 14.36 |
| 12190 - Medical Record Technician | 16.06 |
| 12195 - Medical Transcriptionist | 15.46 |
| 12210 - Nuclear Medicine Technologist | 30.07 |
| 12221 - Nursing Assistant I | 10.49 |
| 12222 - Nursing Assistant II | 11.80 |
| 12223 - Nursing Assistant III | 12.88 |
| 12224 - Nursing Assistant IV | 14.45 |

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|---|---------|
| 12235 - Optical Dispenser | 16.98 |
| 12236 - Optical Technician | 15.44 |
| 12250 - Pharmacy Technician | 13.32 |
| 12280 - Phlebotomist | 14.45 |
| 12305 - Radiologic Technologist | 23.83 |
| 12311 - Registered Nurse I | 21.83 |
| 12312 - Registered Nurse II | 26.70 |
| 12313 - Registered Nurse II, Specialist | 26.70 |
| 12314 - Registered Nurse III | 32.30 |
| 12315 - Registered Nurse III, Anesthetist | 32.30 |
| 12316 - Registered Nurse IV | 38.71 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 21.08 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.52 |
| 13012 - Exhibits Specialist II | 24.20 |
| 13013 - Exhibits Specialist III | 29.60 |
| 13041 - Illustrator I | 19.52 |
| 13042 - Illustrator II | 24.20 |
| 13043 - Illustrator III | 29.60 |
| 13047 - Librarian | 26.79 |
| 13050 - Library Aide/Clerk | 10.69 |
| 13054 - Library Information Technology Systems Administrator | 24.20 |
| 13058 - Library Technician | 16.32 |
| 13061 - Media Specialist I | 17.46 |
| 13062 - Media Specialist II | 19.52 |
| 13063 - Media Specialist III | 21.78 |
| 13071 - Photographer I | 13.95 |
| 13072 - Photographer II | 17.39 |
| 13073 - Photographer III | 22.08 |
| 13074 - Photographer IV | 23.71 |
| 13075 - Photographer V | 28.67 |
| 13110 - Video Teleconference Technician | 19.85 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.66 |
| 14042 - Computer Operator II | 17.52 |
| 14043 - Computer Operator III | 19.70 |
| 14044 - Computer Operator IV | 21.88 |
| 14045 - Computer Operator V | 24.21 |
| 14071 - Computer Programmer I | 19.94 |
| 14072 - Computer Programmer II | 26.06 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 15.66 |
| 14160 - Personal Computer Support Technician | 27.66 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 25.97 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 32.04 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 38.40 |
| 15050 - Computer Based Training Specialist / Instructor | 26.57 |
| 15060 - Educational Technologist | 26.78 |
| 15070 - Flight Instructor (Pilot) | 38.40 |
| 15080 - Graphic Artist | 21.19 |
| 15090 - Technical Instructor | 19.04 |
| 15095 - Technical Instructor/Course Developer | 25.62 |
| 15110 - Test Proctor | 16.91 |
| 15120 - Tutor | 16.91 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |

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| 16010 - Assembler | 10.07 |
| 16030 - Counter Attendant | 10.07 |
| 16040 - Dry Cleaner | 13.60 |
| 16070 - Finisher, Flatwork, Machine | 10.07 |
| 16090 - Presser, Hand | 10.07 |
| 16110 - Presser, Machine, Drycleaning | 10.07 |
| 16130 - Presser, Machine, Shirts | 10.07 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 10.07 |
| 16190 - Sewing Machine Operator | 14.81 |
| 16220 - Tailor | 15.96 |
| 16250 - Washer, Machine | 11.23 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.85 |
| 19040 - Tool And Die Maker | 25.12 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 17.45 |
| 21030 - Material Coordinator | 19.72 |
| 21040 - Material Expediter | 19.72 |
| 21050 - Material Handling Laborer | 17.63 |
| 21071 - Order Filler | 12.60 |
| 21080 - Production Line Worker (Food Processing) | 17.45 |
| 21110 - Shipping Packer | 15.18 |
| 21130 - Shipping/Receiving Clerk | 15.18 |
| 21140 - Store Worker I | 13.62 |
| 21150 - Stock Clerk | 17.86 |
| 21210 - Tools And Parts Attendant | 17.45 |
| 21410 - Warehouse Specialist | 17.45 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 26.33 |
| 23021 - Aircraft Mechanic I | 25.28 |
| 23022 - Aircraft Mechanic II | 26.33 |
| 23023 - Aircraft Mechanic III | 27.42 |
| 23040 - Aircraft Mechanic Helper | 20.78 |
| 23050 - Aircraft, Painter | 23.74 |
| 23060 - Aircraft Servicer | 22.24 |
| 23080 - Aircraft Worker | 23.02 |
| 23110 - Appliance Mechanic | 18.68 |
| 23120 - Bicycle Repairer | 15.44 |
| 23125 - Cable Splicer | 24.57 |
| 23130 - Carpenter, Maintenance | 21.82 |
| 23140 - Carpet Layer | 22.14 |
| 23160 - Electrician, Maintenance | 26.11 |
| 23181 - Electronics Technician Maintenance I | 24.27 |
| 23182 - Electronics Technician Maintenance II | 25.83 |
| 23183 - Electronics Technician Maintenance III | 27.04 |
| 23260 - Fabric Worker | 20.63 |
| 23290 - Fire Alarm System Mechanic | 23.61 |
| 23310 - Fire Extinguisher Repairer | 19.38 |
| 23311 - Fuel Distribution System Mechanic | 24.57 |
| 23312 - Fuel Distribution System Operator | 21.38 |
| 23370 - General Maintenance Worker | 18.11 |
| 23380 - Ground Support Equipment Mechanic | 25.28 |
| 23381 - Ground Support Equipment Servicer | 22.24 |
| 23382 - Ground Support Equipment Worker | 23.02 |
| 23391 - Gunsmith I | 19.90 |
| 23392 - Gunsmith II | 22.42 |
| 23393 - Gunsmith III | 24.23 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 22.67 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 23.61 |

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| 23430 - Heavy Equipment Mechanic | 25.65 |
| 23440 - Heavy Equipment Operator | 25.96 |
| 23460 - Instrument Mechanic | 23.61 |
| 23465 - Laboratory/Shelter Mechanic | 23.43 |
| 23470 - Laborer | 18.30 |
| 23510 - Locksmith | 22.83 |
| 23530 - Machinery Maintenance Mechanic | 24.12 |
| 23550 - Machinist, Maintenance | 20.55 |
| 23580 - Maintenance Trades Helper | 16.96 |
| 23591 - Metrology Technician I | 23.61 |
| 23592 - Metrology Technician II | 24.47 |
| 23593 - Metrology Technician III | 25.28 |
| 23640 - Millwright | 30.10 |
| 23710 - Office Appliance Repairer | 21.65 |
| 23760 - Painter, Maintenance | 22.17 |
| 23790 - Pipefitter, Maintenance | 28.90 |
| 23810 - Plumber, Maintenance | 23.62 |
| 23820 - Pneudraulic Systems Mechanic | 23.61 |
| 23850 - Rigger | 23.61 |
| 23870 - Scale Mechanic | 21.85 |
| 23890 - Sheet-Metal Worker, Maintenance | 26.68 |
| 23910 - Small Engine Mechanic | 18.81 |
| 23931 - Telecommunications Mechanic I | 23.78 |
| 23932 - Telecommunications Mechanic II | 24.65 |
| 23950 - Telephone Lineman | 24.18 |
| 23960 - Welder, Combination, Maintenance | 18.49 |
| 23965 - Well Driller | 23.11 |
| 23970 - Woodcraft Worker | 23.61 |
| 23980 - Woodworker | 18.42 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.16 |
| 24580 - Child Care Center Clerk | 12.68 |
| 24610 - Chore Aide | 10.22 |
| 24620 - Family Readiness And Support Services Coordinator | 14.64 |
| 24630 - Homemaker | 15.64 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 24.11 |
| 25040 - Sewage Plant Operator | 22.16 |
| 25070 - Stationary Engineer | 24.11 |
| 25190 - Ventilation Equipment Tender | 18.08 |
| 25210 - Water Treatment Plant Operator | 22.16 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 18.97 |
| 27007 - Baggage Inspector | 11.26 |
| 27008 - Corrections Officer | 17.58 |
| 27010 - Court Security Officer | 18.66 |
| 27030 - Detection Dog Handler | 16.09 |
| 27040 - Detention Officer | 17.58 |
| 27070 - Firefighter | 17.89 |
| 27101 - Guard I | 11.26 |
| 27102 - Guard II | 15.52 |
| 27131 - Police Officer I | 21.66 |
| 27132 - Police Officer II | 23.93 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 10.59 |
| 28042 - Carnival Equipment Repairer | 10.98 |
| 28043 - Carnival Equipment Worker | 10.08 |
| 28210 - Gate Attendant/Gate Tender | 13.49 |
| 28310 - Lifeguard | 11.90 |
| 28350 - Park Attendant (Aide) | 15.15 |

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| 28510 - Recreation Aide/Health Facility Attendant | 11.06 |
| 28515 - Recreation Specialist | 18.21 |
| 28630 - Sports Official | 12.07 |
| 28690 - Swimming Pool Operator | 16.62 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 22.10 |
| 29020 - Hatch Tender | 22.10 |
| 29030 - Line Handler | 22.10 |
| 29041 - Stevedore I | 19.73 |
| 29042 - Stevedore II | 23.33 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 16.84 |
| 30022 - Archeological Technician II | 18.93 |
| 30023 - Archeological Technician III | 23.77 |
| 30030 - Cartographic Technician | 23.77 |
| 30040 - Civil Engineering Technician | 21.97 |
| 30061 - Drafter/CAD Operator I | 15.91 |
| 30062 - Drafter/CAD Operator II | 17.88 |
| 30063 - Drafter/CAD Operator III | 21.40 |
| 30064 - Drafter/CAD Operator IV | 26.33 |
| 30081 - Engineering Technician I | 16.55 |
| 30082 - Engineering Technician II | 18.58 |
| 30083 - Engineering Technician III | 20.79 |
| 30084 - Engineering Technician IV | 25.75 |
| 30085 - Engineering Technician V | 31.50 |
| 30086 - Engineering Technician VI | 38.12 |
| 30090 - Environmental Technician | 16.39 |
| 30210 - Laboratory Technician | 20.58 |
| 30240 - Mathematical Technician | 23.77 |
| 30361 - Paralegal/Legal Assistant I | 16.25 |
| 30362 - Paralegal/Legal Assistant II | 20.14 |
| 30363 - Paralegal/Legal Assistant III | 24.64 |
| 30364 - Paralegal/Legal Assistant IV | 29.75 |
| 30390 - Photo-Optics Technician | 23.77 |
| 30461 - Technical Writer I | 22.52 |
| 30462 - Technical Writer II | 27.53 |
| 30463 - Technical Writer III | 33.32 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 21.40 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 23.77 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 12.26 |
| 31030 - Bus Driver | 17.49 |
| 31043 - Driver Courier | 13.63 |
| 31260 - Parking and Lot Attendant | 8.80 |
| 31290 - Shuttle Bus Driver | 14.73 |
| 31310 - Taxi Driver | 9.56 |
| 31361 - Truckdriver, Light | 14.73 |
| 31362 - Truckdriver, Medium | 18.98 |
| 31363 - Truckdriver, Heavy | 19.35 |
| 31364 - Truckdriver, Tractor-Trailer | 19.35 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 8.43 |

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|---|-------|
| 99050 - Desk Clerk | 9.87 |
| 99095 - Embalmer | 28.49 |
| 99251 - Laboratory Animal Caretaker I | 9.41 |
| 99252 - Laboratory Animal Caretaker II | 10.17 |
| 99310 - Mortician | 28.49 |
| 99410 - Pest Controller | 16.02 |
| 99510 - Photofinishing Worker | 13.77 |
| 99710 - Recycling Laborer | 16.06 |
| 99711 - Recycling Specialist | 19.10 |
| 99730 - Refuse Collector | 14.40 |
| 99810 - Sales Clerk | 12.75 |
| 99820 - School Crossing Guard | 10.21 |
| 99830 - Survey Party Chief | 20.06 |
| 99831 - Surveying Aide | 13.62 |
| 99832 - Surveying Technician | 19.59 |
| 99840 - Vending Machine Attendant | 14.99 |
| 99841 - Vending Machine Repairer | 16.62 |
| 99842 - Vending Machine Repairer Helper | 14.99 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REPORTER'S BIOGRAPHICAL INFORMATION SHEET
COMPLETE ONE PER REPORTER

(See Statement of Work Section C.4 for required qualifications of reporters)

Solicitation Number _____ Date _____

Firm:

Reporter's Name: _____ *(reporter must sign at bottom of pag*

NCRA Certificate Title*, Registration Number & Date Received:
(MUST attach photocopy)

Grantor and city, state, conferred:

Experience. Begin with most recent experience. List all positions related to performance of court reporting duties. Include all experience in a courtroom setting. Include average number of hours worked per week for each reference. Attach additional sheets as needed.

Name, Address, Phone# of Employer: _____ Employed From: _____ To: _____

Description of Duties:

Name, Address, Phone# of Employer: _____ Employed From: _____ To: _____

Description of Duties:

Name, Address, Phone# of Employer: _____ Employed From: _____ To: _____

Description of Duties:

* if 'equivalent' certification provided, documentation must be in accordance with Section C.4
By signing below, I certify that the above information is complete and correct, and that I intend provide services for the above firm under any contract resulting from this solicitation:

Reporter Signature Date

OFFEROR'S REFERENCE INFORMATION

Complete one form per reference. Minimum of 3 current references required.

Name of Offeror _____

The Offeror shall provide the following information concerning past performance of prime court rep similar in nature to those required in this solicitation.

1) Name of Reference: _____
(Firm, company, Court or individual)

Name of Contact: _____

Address: _____

Telephone No.: _____

2) Contract# (if applicable) & period of performance _____

3) Description of work:

SECTION K -REPRESENTATIONS, EXHIBITIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Provision 3-130, Authorized Negotiators - (Jan 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

K.2 Provision 3-5, Taxpayer Identification - (Jan 2003)

(a) *Definitions*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

SECTION K -REPRESENTATIONS, EXHIBITIONS, AND OTHER STATEMENTS OF OFFERORS

(d) *Taxpayer Identification Number (TIN):*

- TIN has been applied for.
 TIN is not required, because: _____
 Offeror is a nonresident alien, foreign corporation or foreign partnership that does Not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- sole proprietorship;
 partnership;
 corporate entity (not tax-exempt);
 corporate entity (tax-exempt);
 government entity (federal, state or local);
 foreign government;
 international organization per-26 CFR 1.6049-4;
 other _____.

(f) *Common parent*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent
Name _____
TIN _____

Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2003)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
(i) the offeror and/or any of its principals:
(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against

SECTION K -REPRESENTATIONS, EXHIBITIONS, AND OTHER STATEMENTS OF OFFERORS

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system

SECTION K -REPRESENTATIONS, EXHIBITIONS, AND OTHER STATEMENTS OF OFFERORS

of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 B-1 Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

| NUMBER | TITLE | DATE |
|--------|--------------------------|----------|
| 3-100 | Instructions to Offerors | JAN 2003 |

L.2 Content of Proposals

- (a) The Statement of Work (SOW) and Schedule describe the required services, deliverables, and period of performance.
- (b) Offerors Shall Not Change Pre-printed Information. Any alteration, substitution, or addition to pre-printed information, and/or failure to include all the required information, will be sufficient cause for rejection of offeror's proposal in its entirety. Facsimile offers are not permitted, however, faxed modifications to, or withdrawal of offers are permitted. All proposals must contain the following:
 - (1) Signed cover letter on offeror's letterhead listing all offeror's enclosed documentation, and referencing the solicitation;
 - (2) Completed and signed Section A (SF 33).
 - (3) Completed Section B.
 - (i) Offerors must make an offer for each and every item in the Schedule Section B.1. Offers for items in the Schedule Section B.1.2 cannot exceed the maximum rates as established by the Judicial Conference or authorized by the Court (Items 201 through 206), listed in Attachment J.3. However, each offeror is still required to provide pricing for these Items;

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- (ii) Section B.2 "Certifications" must be completed by an authorized representative of the offeror.
 - (a) The offeror must acknowledge in Section B.2.1 the minimum number of reporters that the offeror will provide under any resultant contract (see C.3.b).
 - (b) The offeror must provide in Section B.2.2 completed data concerning reporters, with all required information furnished and signed by the reporter. One (1) blank Biographical Information Sheet is provided at Attachment J.9. (Offeror should make as many copies as necessary. NOTE: Reporters will be approved to work under any resultant contract according to their ability to meet the applicable minimum requirements specified under Section C.4. Those reporters so qualified will be added BY NAME to any resultant contract, and will be subject to the provisions of Clause H.3.

Biographical Information Sheets must address all qualification requirements, and must contain descriptions of each reporter's prior work related to the experience required in Section C.4 including average hours worked per week for each position. Type of experience in a courtroom setting and dates of that service must be clearly defined in order to receive consideration;

Documentation of Professional Certification for each proposed reporter must be provided; photocopies of NCRA or NVRA certificates or certificates and testing criteria for equivalent qualifying exams will suffice. Failure to provide evidence of professional qualifications may be grounds for eliminating an offeror's proposal from consideration for award.

- (c) The offeror must acknowledge in Section B.2.3 the minimum notice time required by the offeror in order to provide a reporter under any resultant contract (See Clause C.6.b).
- (4) The offeror shall provide the names of three current (within 3 years) references who can address the past performance of the offeror, including the name, address, and telephone number of each reference. This information should be provided on the Offerors References Information form, Attachment J.10. The Government reserves the right to contact references as part of its responsibility

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

determination.

(5) Responsibility of Prospective Vendors

Offerors will be considered only from responsible prospective vendors who—

- (i) Have financial resources adequate to perform the contract;
- (ii) Be able to comply with the delivery or performance schedule, taxing into consideration all existing commitments (including awards pending);
- (iii) Have a good performance record;
- (iv) Have a sound record of integrity and business ethics;
- (v) Have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
- (vi) Have the necessary organization, experience, accounting, and operational controls, technical skills, and production and property controls, or the demonstrated ability to obtain them;
- (vii) Have necessary equipment and facilities, or the demonstrated ability to obtain them;
- (vii) Be otherwise qualified and eligible to receive and award under applicable laws and regulations.

(6) Copy of Solicitation Sections A through K with Sections A, B and K completed by offeror.

L.3 Contract

Any contract resulting from this solicitation will include Solicitation Sections A through K, and any attachments referenced thereunder.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 B-1 Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

| NUMBER | TITLE | DATE |
|--------|--------------------------|----------|
| 3-100 | Instructions to Offerors | JAN 2003 |

L.2 Content of Proposals

- (a) The Statement of Work (SOW) and Schedule describe the required services, deliverables, and period of performance.
- (b) Offerors Shall Not Change Pre-printed Information. Any alteration, substitution, or addition to pre-printed information, and/or failure to include all the required information, will be sufficient cause for rejection of offeror's proposal in its entirety. Facsimile offers are not permitted, however, faxed modifications to, or withdrawal of offers are permitted. All proposals must contain the following:
 - (1) Signed cover letter on offeror's letterhead listing all offeror's enclosed documentation, and referencing the solicitation;
 - (2) Completed and signed Section A (SF 33).
 - (3) Completed Section B.
 - (i) Offerors must make an offer for each and every item in the Schedule Section B.1. Offers for items in the Schedule Section B.1.2 cannot exceed the maximum rates as established by the Judicial Conference or authorized by the Court (Items 201 through 206), listed in Attachment J.3. However, each offeror is still required to provide pricing for these Items;

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- (ii) Section B.2 "Certifications" must be completed by an authorized representative of the offeror.
 - (a) The offeror must acknowledge in Section B.2.1 the minimum number of reporters that the offeror will provide under any resultant contract (see C.3.b).
 - (b) The offeror must provide in Section B.2.2 completed data concerning reporters, with all required information furnished and signed by the reporter. One (1) blank Biographical Information Sheet is provided at Attachment J.9. (Offeror should make as many copies as necessary. NOTE: Reporters will be approved to work under any resultant contract according to their ability to meet the applicable minimum requirements specified under Section C.4. Those reporters so qualified will be added BY NAME to any resultant contract, and will be subject to the provisions of Clause H.3.

Biographical Information Sheets must address all qualification requirements, and must contain descriptions of each reporter's prior work related to the experience required in Section C.4 including average hours worked per week for each position. Type of experience in a courtroom setting and dates of that service must be clearly defined in order to receive consideration;

Documentation of Professional Certification for each proposed reporter must be provided; photocopies of NCRA or NVRA certificates or certificates and testing criteria for equivalent qualifying exams will suffice. Failure to provide evidence of professional qualifications may be grounds for eliminating an offeror's proposal from consideration for award.

- (c) The offeror must acknowledge in Section B.2.3 the minimum notice time required by the offeror in order to provide a reporter under any resultant contract (See Clause C.6.b).
- (4) The offeror shall provide the names of three current (within 3 years) references who can address the past performance of the offeror, including the name, address, and telephone number of each reference. This information should be provided on the Offerors References Information form, Attachment J.10. The Government reserves the right to contact references as part of its responsibility

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

determination.

(5) Responsibility of Prospective Vendors

Offerors will be considered only from responsible prospective vendors who—

- (i) Have financial resources adequate to perform the contract;
- (ii) Be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
- (iii) Have a good performance record;
- (iv) Have a sound record of integrity and business ethics;
- (v) Have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
- (vi) Have the necessary organization, experience, accounting, and operational controls, technical skills, and production and property controls, or the demonstrated ability to obtain them;
- (vii) Have necessary equipment and facilities, or the demonstrated ability to obtain them;
- (vii) Be otherwise qualified and eligible to receive and award under applicable laws and regulations.

(6) Copy of Solicitation Sections A through K with Sections A, B and K completed by offeror.

L.3 Contract

Any contract resulting from this solicitation will include Solicitation Sections A through K, and any attachments referenced thereunder.

SECTION M - EVALUATION CRITERIA

M.1 Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

| NUMBER | TITLE | DATE |
|--------|---------------------------------|----------|
| 3-70 | Determination of Responsibility | JAN 2003 |
| 2-85A | Evaluation Inclusive of Options | JAN 2003 |

M.2 Evaluation of Proposals

- (a) To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Section L of this solicitation document.
- (b) An offeror shall be determined to be Technically Acceptable if they meet all the mandatory requirements found in Section C.3.b, C.4 (only those qualifications indicated by an X), C.6.b and C.7.f of the Request for Proposal. All proposals shall be evaluated to ensure that all requirements set forth in Section C.3.b, C.4, C.6.b and C.7.f of the RFP have been met. The Government will review rates proposed in B.1.2 to ensure that rates proposed are not greater than those approved by the District or the Judicial Conference (see C.7.f and J.3). Proposals that do not meet all of these requirements will receive no further consideration and the offeror will be so advised.

M.3 Pass-fail Criteria

The review of the following criteria shall be based on the Certifications as contained in Section B.2, compliance with C.7.f as indicated in B.1.2, and review of the Biographical Information Sheets.

SECTION M - EVALUATION CRITERIA

Mandatory Technical Requirements

1. Transcript Rates Proposed not Greater than
Judicial Conference Rates or Court Authorized Rates,
per Sections B.1.2, C.7.f and J.3. Pass Fail

2a. Qualification of Reporters (Section C.4)

_____ Number of Biography Sheets submitted and signed.

If applicable,

(a) Copies of NCRA or NVRA certifications for all
reporters provided per Section C.4, []

Or

(b) If no NCRA or NVRA certifications, then certificate
and testing criteria including test results for equivalent
qualifying exams provided. []

_____ Number of Reporters meet the requirements per Section C.4

2.b Minimum Number of Reporters (Section C.3.b)

Number of Reporters Required/Day _____ Offer _____ Pass Fail

3. Minimum Notice Requirement (Section C.6.b)

Number of Hours Court Requires _____ Offer _____ Pass Fail

M.4 Evaluation of Price

The Government will determine Life of Contract cost for required services by using the following formula:

(a) Offeror's **Full Day rate** x the court's estimated Full Day requirements
per year = Full Day price per year.

(b) Offeror's **Half Day rate** x the court's estimated Half Day requirements

SECTION M - EVALUATION CRITERIA

per year = Half Day price per year.

- (c) Offeror's **Overtime rate** x the court's estimated Overtime requirements per year = Estimated Overtime price per year.

[(A) + (B) + (C)] = Estimated Yearly Contract Price

The base and two (2) option years will be calculated as shown above and added together to derive the total life of contract price. Offeror must submit prices for all items. Failure to include all required pricing may be grounds for rejection of offer. Prompt payment discounts will not be considered in the evaluation. Transcript rates will not be included in the price evaluation for the base year or any options; however, if an offeror proposes transcript rates that are lower than the Judicial Conference rates or the court authorized rates, the proposed rates will become part of the awarded contract and remain in effect throughout the entire term of the contract.

M.5 Basis for Award

The Government intends to award a single contract to the responsible offeror who submits the lowest price, technically acceptable offer to the Government.