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	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
USDC 13-07-CLE	0647-13-001	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/15/2013	

7. ISSUED BY CODE

Geri M. Smith, Clerk of Court, U.S. District Court,
801 W. Superior Avenue, Rm 2-161, Cleveland, OH 44113-1830

8. ADDRESS OFFER TO *(If other than item 7)*
Madeline Powell, Procurement Specialist, U.S. District Court,
801 W. Superior Avenue, 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 *(Hour)* local time June 17, 2013 *(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
		AREA CODE	NUMBER	EXT.	
	Madeline Powell, Procurement Specialist	216	358		mbpowell@ohnd.uscourts.gov

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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)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	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			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

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:
☐ 10 U.S.C. 2304 (c) ☐ 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
(Signature of Contracting Officer)

28. AWARD DATE

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		
B.1.1	**Reporting Services**	**Basic**	**1ST Option**	**2nd Option**
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**	**Basic**	**1ST Option**	**2nd Option**
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 I.2 (a) 4	
105	Transportation for Reporting Services Outside Geographic Scope		Actual Cost See Clause I.2 (a) 5	
106	Subsistence for Reporting Services Outside the Geographic Scope		Per Diem See Clause I.2 (a) 5	

SECTION B - SCHEDULE AND CERTIFICATIONS

		Basic	1ST Option	2nd Option
B.1.2	**Transcription Services** - Rate must not exceed maximum rates established by the court per attachment J.3**			
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 Ohio has a requirement for contract court reporting services at the following location: Cleveland, 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).

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): 25 **full reporting days;** 31 **half reporting days; and** 14 **overtime hours, of which realtime will be required for** 5 **full reporting days;** 5 **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.

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.

C.4.b ____ 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 ____ 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

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 ____ 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 ____ 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

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 ____ 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. ____ 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.

C.6.c Place of Performance and Travel

The principal place(s) of performance is/are Cleveland, 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

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

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 .

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

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

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

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

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 & Bankruptcy 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.)

(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

(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

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

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 8 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

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.

(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.

(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 9/2013, 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.

ATTACHMENT J2 TO CONTRACT NO. USDC-13-07-CLE

REPORTERS AUTHORIZED TO WORK UNDER CONTRACT NO. USDC 13-07-CLE

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.

Attachment J3

Maximum Transcript Rates

	Original	First Copy to Each Party	Each Additional 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.

CJA 24 AUTHORIZATION AND VOUCHER FOR PAYMENT OF TRANSCRIPT (Rev. 5/99)

1. CIR./DIST./ DIV. CODE	2. PERSON REPRESENTED		VOUCHER NUMBER
3. MAG. DKT./DEF. NUMBER	4. DIST. DKT./DEF. NUMBER	5. APPEALS DKT./DEF. NUMBER	6. OTHER DKT. NUMBER
7. IN CASE/MATTER OF *(Case Name)*	8. PAYMENT CATEGORY ☐ Felony ☐ Petty Offense ☐ Misdemeanor ☐ Other ☐ Appeal _____	9. TYPE PERSON REPRESENTED ☐ Adult Defendant ☐ Appellant ☐ Juvenile Defendant ☐ Appellee ☐ Other _____	10. REPRESENTATION TYPE *(See Instructions)*

11. OFFENSE(S) CHARGED (Cite U.S. Code, Title & Section) *If more than one offense, list (up to five) major offenses charged, according to severity of offense.*

REQUEST AND AUTHORIZATION FOR TRANSCRIPT

12. PROCEEDING IN WHICH TRANSCRIPT IS TO BE USED *(Describe briefly)*

13. PROCEEDING TO BE TRANSCRIBED *(Describe specifically). NOTE: The trial transcripts are not to include prosecution opening statement, defense opening statement, prosecution argument, defense argument, prosecution rebuttal, voir dire or jury instructions, unless specifically authorized by the Court (see Item 14).*

14. SPECIAL AUTHORIZATIONS	JUDGE'S INITIALS
A. Apportioned _____ % of transcript with *(Give case name and*	
B. ☐ Expedited ☐ Daily ☐ Hourly Transcript ☐ Realtime Unedited Transcript	
C. ☐ Prosecution Opening Statement ☐ Prosecution Argument ☐ Prosecution Rebuttal ☐ Defense Opening Statement ☐ Defense Argument ☐ Voir Dire ☐ Jury Instructions	
D. In this multi-defendant case, commercial duplication of transcripts will impede the delivery of accelerated transcript services to persons proceeding under the Criminal Justice Act.	

15. ATTORNEY'S STATEMENT

As the attorney for the person represented who is managed above, I hereby affirm that the transcript requested is necessary for adequate representation. I, therefore, request authorization to obtain the transcript services at the expense of the United States pursuant to the Criminal Justice Act.

Signature of Attorney _____ Date _____

Printed Name _____

Telephone Number: _____

☐ Panel Attorney ☐ Retained Attorney ☐ Pro-Se ☐ Legal Organization

16. COURT ORDER

Financial eligibility of the person represented having been established to the Court's satisfaction the authorization requested in Item 15 is hereby granted.

Signature of Presiding Judicial Officer or By Order of the Court _____

Date of Order _____ Nunc Pro Tunc Date _____

CLAIM FOR SERVICES

17. COURT REPORTER/TRANSCRIBER STATUS

☐ Official ☐ Contract ☐ Transcriber ☐ Other

18. PAYEE'S NAME *(First Name, M.I., Last Name, including any suffix)*, AND MAILING ADDRESS

Telephone Number: _____

19. SOCIAL SECURITY NUMBER OR EMPLOYER ID NUMBER OF PAYEE

20. TRANSCRIPT	INCLUDE PAGE NUMBERS	NO. OF PAGES	RATE PER PAGE	SUB-TOTAL	LESS AMOUNT APPORTIONED	TOTAL
Original						
Copy						
Expense *(Itemize)*						
					TOTAL AMOUNT CLAIMED:	

21. CLAIMANT'S CERTIFICATION OF SERVICE PROVIDED

I hereby certify that the above claim is for services rendered and is correct, and that I have not sought or received payment *(compensation or anything of value)* from any other source for these services.

Signature of _____ Date _____

ATTORNEY CERTIFICATION

22. CERTIFICATION OF ATTORNEY OR CLERK I hereby certify that the services were rendered and that the transcript was received.

Signature of Attorney or Clerk _____ Date _____

APPROVED FOR PAYMENT — COURT USE ONLY

23. APPROVED FOR PAYMENT

Signature of Judicial Officer or Clerk of Court _____ Date _____

24. AMOUNT APPROVED

United States District Court
Northern District of Ohio

Non-Appeal Transcript Order

To Be Completed By Ordering Party

Court Reporter _____ Judicial Officer _____

Requested By: _____ Phone _____

Case Name _____

Case Number _____ Date(s) of Proceeding: _____

Today's Date _____ Requested Completion Date _____

☐ **Financial arrangements must be made with the court reporter before transcript is prepared. Please check the box if the method of payment is authorized under CJA and attach CJA Form 24.**

Email Address _____ _____

Signature of Ordering Party

Maximum Rate Per Page			
Transcript Type	**Original**	**First Copy to each party**	**Each add'l Copy**
Ordinary: A transcript to be delivered within thirty (30) days after receipt of order.	$3.65	$0.90	$0.60
14-Day Transcript: A transcript to be delivered within fourteen (14) calendar days after receipt of an order.	$4.25	$0.90	$0.60
Expedited: A transcript to be delivered within seven (7) days after receipt of order.	$4.85	$0.90	$0.60
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.	$6.05	$1.20	$0.90
Hourly: A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.	$7.25	$1.20	$0.90
Realtime Unedited Transcript: 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. NOTE: Litigants who order realtime transcript are required to purchase an original certified transcript of the same pages of realtime unedited transcript at the regular rates (ordinary, expedited, daily or hourly). Litigants who order a copy of a realtime unedited transcript will be required to purchase a certified copy of the same pages at the regular copy rates (ordinary, expedited, daily, or hourly.)	One feed, $3.05 per page; two to four feeds, $2.10 per page; five or more feeds, $1.50 per page. Plus cost of original certified transcript of the same pages (ordinary, expedited, daily, or hourly)	Plus cost of certified copies of the same pages (ordinary, expedited, daily, or hourly)	

Local Civil Rule 80.1 of the Northern District of Ohio requires transcript requests to be addressed to the court reporter who took the proceeding and filed with the Clerk of Court. Please electronically file the form and the appropriate court reporter and court staff will receive notification of the filing.

Attachment J.6

READ INSTRUCTIONS ON THE NEXT PAGE

TRANSCRIPT ORDER

List on this form all transcript you are ordering from one court reporter.
Use a separate form for each reporter and docket each form separately in the Sixth Circuit ECF database.

District Court _____ District Court Docket Number _____

Short Case Title _____

Date Notice of Appeal Filed by Clerk of District Court _____ COA# _____

PART 1 (TO BE COMPLETED BY PARTY ORDERING TRANSCRIPT, THE FORM MUST BE SIGNED WHETHER OR NOT TRANSCRIPT IS ORDERED).

A. Complete one of the following:

- ☐ No Hearings
- ☐ Transcript is unnecessary for appeal purposes
- ☐ Transcript is already on the file in District Court Clerk's Office
- ☐ This is to order a transcript of the following proceedings: (*specify exact dates of proceedings*)

	JUDGE MAGISTRATE	HEARING DATE(S)	COURT REPORTER
Pre-trial proceedings			

Testimony (specify witnesses)

Other (specify) _____

TRANSCRIPT OF THE FOLLOWING PROCEEDINGS WILL BE PROVIDED ONLY IF SPECIALLY AUTHORIZED. SEE ITEM 13 CJA FORM 24

- ☐ Voir Dire
- ☐ Jury Instructions
- ☐ Opening statement of plaintiff
- ☐ Closing argument of plaintiff
- ☐ Opening statement of defendant
- ☐ Closing argument of defendant

FAILURE TO SPECIFY IN ADEQUATE DETAIL THOSE PROCEEDINGS TO BE TRANSCRIBED, OR FAILURE TO MAKE PROMPT SATISFACTORY FINANCIAL ARRANGEMENTS FOR TRANSCRIPT, ARE GROUNDS FOR DISMISSAL OF THE APPEAL.

B. This is to certify that satisfactory financial arrangements have been completed with the court reporter for payment of the cost of the transcript.
This method of payment will be:

- ☐ Criminal Justice Act (Attach copy of CJA Form 24)
- ☐ Private Funds

Date: _____

Signature _____ Print Name _____ Counsel for _____

Address _____ Telephone _____

ALLOWANCE BY THE COURT OF LEAVE TO PROCEED IN FORMA PAUPERIS IN A CIVIL APPEAL
DOES NOT ENTITLE THE LITIGANT TO HAVE TRANSCRIPT AT GOVERNMENT EXPENSE.

PART II. COURT REPORTER ACKNOWLEDGMENT (To be completed by the Court Reporter and forwarded to the Court of Appeals within 10 days after receipt).

Date transcript order received	Estimated completion date; if not within 45 days of the date financial arrangements made, motion for extension to be made to Court of Appeals	Estimated number of pages

Arrangements for payment were made on
Arrangements for payment have not been made pursuant to FRAP (10(b))

Date _____ Signature of Court Reporter _____ Telephone _____

PART III. NOTIFICATION THAT TRANSCRIPT HAS BEEN FILED IN THE DISTRICT COURT (To be completed by Court Reporter on date of filing transcript in District Court and notification must be forwarded to Court of Appeals on the same date).

This is to certify that the transcript has been completed and filed with the District Court today.

Actual Number of Pages _____ Actual Number of Volumes _____

Date _____ Signature of Court Reporter _____

INSTRUCTIONS FOR ANYONE ORDERING TRANSCRIPT

YOU HAVE TEN DAYS AFTER FILING YOUR NOTICE OF APPEAL TO COMPLETE THIS FORM BY DOING THE FOLLOWING:

1. Complete Part 1. Sign the form whether or not transcript is ordered. If ordering transcript list on the form all transcript being ordered from one court reporter.

2. Contact each court reporter involved in reporting the proceedings to make arrangements for payment. **A separate transcript order form must be prepared for each court reporter and then docket seperately in the Sixth Circuit ECF database.**

3. Send four (4) copies to each reporter.

4. Attorney's must **electronically file** with the Clerk's office. *Pro Se* litigants are to **mail** the form.

   Clerk's Office Mailing Address

   United States Court of Appeals
   540 Potter Stewart U.S. Courthouse
   100 East Fifth Street
   Cincinnati, Ohio 45202

5. Send a copy to appellee(s). Make additional photocopies if necessary.

6. Retain a copy for your files.

SHOULD SATISFACTORY ARRANGEMENTS FOR TRANSCRIPT PRODUCTION, INCLUDING NECESSARY FINANCIAL ARRANGEMENTS, NOT BE MADE WITHIN (10) DAYS AFTER FILING YOUR NOTICE OF APPEAL, YOUR APPEAL CAN BE DISMISSED.

If you have further questions, contact the Clerk's Office, U.S. Court of Appeals (513-564-7000).

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 l: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

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§ 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.

1 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
2 EASTERN DIVISION

3 DENISE M. OLIVER and
ELIZABETH ANN MOODY,
4
Plaintiffs, Docket No. CV 81-1224
5
vs. St. Louis, Missouri
6 August 28, 2009
WILLIAM FOUNDATION HOSPITALS,
7 C. Z. TORT, F. W. WINSTON,

8 Defendants.

9
VOLUME III
10 TRANSCRIPT OF TRIAL
BEFORE THE HONORABLE ROBERT JUSTICE
11 UNITED STATES DISTRICT JUDGE AND A JURY

12
A-P-P-E-A-R-A-N-C-E-S

13
FOR THE PLAINTIFFS: Guest, Jones & Law
14 By: Joseph Law, Esq.
1029 M Street
15 Suite 400
St. Louis, Missouri 63124

16
FOR THE DEFENDANTS: Wills, Miller, Johnson & Smith
17 By: George S. Smith, Esq.
903 West Fourth Street
18 St. Louis, Missouri 63101

19
COURT REPORTER: Mary F. Jones
20 308 Southcrest Blvd.
St. Louis, Missouri 63101
21 (314) 539-4567

22

23
Proceedings recorded by mechanical stenography,
24 transcript produced with computer.

25

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 at an excessive rate of speed, and defendant
2 sustained severe injuries and died an hour later."
3 THE COURT: I am familiar with that case. I had
4 forgotten all about it. That was a surprise ruling by the
5 state Supreme Court. Based upon that case, it appears that I
6 might dismiss the charges against the defendant in this case.
7 MR. PLASKY: I strongly object. I do not believe the
8 circumstances in this case fit the circumstances in that case
9 at all. Now, I have some questions of this witness, Your
10 Honor.
11 CROSS-EXAMINATION
12 BY MR. PLASKY:
13 Q. Did you force the plaintiff to drive into the country?
14 A. No.
15 Q. Did you ever see these car keys before? I will show you
16 Government's Exhibit 3.
17 A. That's it. See. Here (indicating) is the dented key.
18 MR. PLASKY: Let the record reflect the witness has
19 identified the dent on the key.
20 I have nothing further, Your Honor.
21 THE COURT: Mr. Jones, do you have anything else?
22 REDIRECT EXAMINATION
23 BY MR. JONES:
24 Q. Did you at any time ever mark another set of keys?
25 A. No, I didn't.

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 J8

WD 05-2415 (Rev.-11) was first posted on www.wdol.gov on 06/19/2012
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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
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2415
Revision No.: 11
Date Of Revision: 06/13/2012

State: Ohio

Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.21
01012 - Accounting Clerk II		15.90
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		21.22
01040 - Court Reporter		16.99
01051 - Data Entry Operator I		13.42
01052 - Data Entry Operator II		15.43
01060 - Dispatcher, Motor Vehicle		20.76
01070 - Document Preparation Clerk		13.72
01090 - Duplicating Machine Operator		13.72
01111 - General Clerk I		13.46
01112 - General Clerk II		14.87
01113 - General Clerk III		16.65
01120 - Housing Referral Assistant		19.31
01141 - Messenger Courier		11.13
01191 - Order Clerk I		13.18
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		16.00
01262 - Personnel Assistant (Employment) II		17.89
01263 - Personnel Assistant (Employment) III		19.95
01270 - Production Control Clerk		18.96
01280 - Receptionist		13.97
01290 - Rental Clerk		15.48
01300 - Scheduler, Maintenance		14.72
01311 - Secretary I		14.72
01312 - Secretary II		17.05
01313 - Secretary III		18.69
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		21.22
01420 - Survey Worker		15.10
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.54
01533 - Travel Clerk III		14.52
01611 - Word Processor I		14.47
01612 - Word Processor II		16.25
01613 - Word Processor III		18.18
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.33
05010 - Automotive Electrician		19.67
05040 - Automotive Glass Installer		18.92

05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	17.27
05130 - Motor Equipment Metal Mechanic	20.33
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	20.33
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.07
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	19.67
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	20.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	10.72
07042 - Cook II	12.08
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.28
07210 - Meat Cutter	14.34
07260 - Waiter/Waitress	9.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.60
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	20.60
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	20.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.78
11060 - Elevator Operator	11.78
11090 - Gardener	14.19
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.32
11240 - Maid or Houseman	9.56
11260 - Pruner	11.52
11270 - Tractor Operator	12.65
11330 - Trail Maintenance Worker	11.32
11360 - Window Cleaner	12.73
12000 - Health Occupations	
12010 - Ambulance Driver	15.99
12011 - Breath Alcohol Technician	16.87
12012 - Certified Occupational Therapist Assistant	23.89
12015 - Certified Physical Therapist Assistant	23.10
12020 - Dental Assistant	15.34
12025 - Dental Hygienist	33.67
12030 - EKG Technician	22.15
12035 - Electroneurodiagnostic Technologist	25.64
12040 - Emergency Medical Technician	15.99
12071 - Licensed Practical Nurse I	17.51
12072 - Licensed Practical Nurse II	19.68
12073 - Licensed Practical Nurse III	21.84
12100 - Medical Assistant	13.82
12130 - Medical Laboratory Technician	18.30
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.13
12195 - Medical Transcriptionist	14.86
12210 - Nuclear Medicine Technologist	31.29
12221 - Nursing Assistant I	9.81
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	12.04

12224 - Nursing Assistant IV		13.51
12235 - Optical Dispenser		16.65
12236 - Optical Technician		14.97
12250 - Pharmacy Technician		14.65
12280 - Phlebotomist		13.71
12305 - Radiologic Technologist		25.11
12311 - Registered Nurse I		22.85
12312 - Registered Nurse II		27.71
12313 - Registered Nurse II, Specialist		27.71
12314 - Registered Nurse III		33.52
12315 - Registered Nurse III, Anesthetist		33.52
12316 - Registered Nurse IV		40.18
12317 - Scheduler (Drug and Alcohol Testing)		22.98
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.58
13012 - Exhibits Specialist II		23.96
13013 - Exhibits Specialist III		28.55
13041 - Illustrator I		20.35
13042 - Illustrator II		25.21
13043 - Illustrator III		30.83
13047 - Librarian		29.41
13050 - Library Aide/Clerk		13.28
13054 - Library Information Technology Systems Administrator		22.30
13058 - Library Technician		17.17
13061 - Media Specialist I		16.09
13062 - Media Specialist II		18.01
13063 - Media Specialist III		20.07
13071 - Photographer I		15.90
13072 - Photographer II		18.01
13073 - Photographer III		22.30
13074 - Photographer IV		26.94
13075 - Photographer V		32.59
13110 - Video Teleconference Technician		17.41
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.12
14042 - Computer Operator II		16.92
14043 - Computer Operator III		18.89
14044 - Computer Operator IV		22.64
14045 - Computer Operator V		25.06
14071 - Computer Programmer I		22.13
14072 - Computer Programmer II		27.20
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		15.12
14160 - Personal Computer Support Technician		22.64
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.53
15020 - Aircrew Training Devices Instructor (Rated)		35.35
15030 - Air Crew Training Devices Instructor (Pilot)		41.38
15050 - Computer Based Training Specialist / Instructor		30.23
15060 - Educational Technologist		29.57
15070 - Flight Instructor (Pilot)		41.38
15080 - Graphic Artist		22.54
15090 - Technical Instructor		19.91
15095 - Technical Instructor/Course Developer		24.36
15110 - Test Proctor		16.98
15120 - Tutor		16.98

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.28
16030 - Counter Attendant	9.28
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.28
16090 - Presser, Hand	9.28
16110 - Presser, Machine, Drycleaning	9.28
16130 - Presser, Machine, Shirts	9.28
16160 - Presser, Machine, Wearing Apparel, Laundry	9.28
16190 - Sewing Machine Operator	12.33
16220 - Tailor	13.09
16250 - Washer, Machine	10.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.02
19040 - Tool And Die Maker	26.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.71
21030 - Material Coordinator	18.96
21040 - Material Expediter	18.96
21050 - Material Handling Laborer	13.50
21071 - Order Filler	13.69
21080 - Production Line Worker (Food Processing)	16.71
21110 - Shipping Packer	16.72
21130 - Shipping/Receiving Clerk	16.72
21140 - Store Worker I	14.39
21150 - Stock Clerk	18.87
21210 - Tools And Parts Attendant	16.71
21410 - Warehouse Specialist	16.71
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.00
23021 - Aircraft Mechanic I	22.86
23022 - Aircraft Mechanic II	24.00
23023 - Aircraft Mechanic III	24.93
23040 - Aircraft Mechanic Helper	18.55
23050 - Aircraft, Painter	22.10
23060 - Aircraft Servicer	20.32
23080 - Aircraft Worker	21.27
23110 - Appliance Mechanic	20.40
23120 - Bicycle Repairer	15.89
23125 - Cable Splicer	24.13
23130 - Carpenter, Maintenance	22.39
23140 - Carpet Layer	21.36
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	20.25
23182 - Electronics Technician Maintenance II	21.21
23183 - Electronics Technician Maintenance III	26.65
23260 - Fabric Worker	18.97
23290 - Fire Alarm System Mechanic	21.77
23310 - Fire Extinguisher Repairer	17.84
23311 - Fuel Distribution System Mechanic	27.55
23312 - Fuel Distribution System Operator	22.57
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	22.86
23381 - Ground Support Equipment Servicer	20.32
23382 - Ground Support Equipment Worker	21.27
23391 - Gunsmith I	17.84
23392 - Gunsmith II	20.09
23393 - Gunsmith III	21.77
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.68
23411 - Heating, Ventilation And Air Contditioning	21.50

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	20.38
23440 - Heavy Equipment Operator	23.85
23460 - Instrument Mechanic	23.32
23465 - Laboratory/Shelter Mechanic	21.04
23470 - Laborer	13.23
23510 - Locksmith	20.60
23530 - Machinery Maintenance Mechanic	22.73
23550 - Machinist, Maintenance	21.77
23580 - Maintenance Trades Helper	16.05
23591 - Metrology Technician I	25.65
23592 - Metrology Technician II	26.67
23593 - Metrology Technician III	27.59
23640 - Millwright	28.82
23710 - Office Appliance Repairer	21.04
23760 - Painter, Maintenance	21.74
23790 - Pipefitter, Maintenance	26.96
23810 - Plumber, Maintenance	23.66
23820 - Pneudraulic Systems Mechanic	21.77
23850 - Rigger	21.78
23870 - Scale Mechanic	20.09
23890 - Sheet-Metal Worker, Maintenance	23.09
23910 - Small Engine Mechanic	19.82
23931 - Telecommunications Mechanic I	24.70
23932 - Telecommunications Mechanic II	25.58
23950 - Telephone Lineman	20.83
23960 - Welder, Combination, Maintenance	19.36
23965 - Well Driller	21.30
23970 - Woodcraft Worker	21.77
23980 - Woodworker	16.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.25
24580 - Child Care Center Clerk	15.29
24610 - Chore Aide	9.43
24620 - Family Readiness And Support Services Coordinator	12.91
24630 - Homemaker	17.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.57
25040 - Sewage Plant Operator	21.29
25070 - Stationary Engineer	23.57
25190 - Ventilation Equipment Tender	18.06
25210 - Water Treatment Plant Operator	21.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.15
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	21.73
27010 - Court Security Officer	23.11
27030 - Detection Dog Handler	16.31
27040 - Detention Officer	21.73
27070 - Firefighter	22.60
27101 - Guard I	11.28
27102 - Guard II	16.31
27131 - Police Officer I	25.03
27132 - Police Officer II	27.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.12
28042 - Carnival Equipment Repairer	11.63
28043 - Carnival Equpment Worker	9.17
28210 - Gate Attendant/Gate Tender	13.17
28310 - Lifeguard	11.34

28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.75
28515 - Recreation Specialist		16.98
28630 - Sports Official		11.73
28690 - Swimming Pool Operator		18.62
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		21.04
29020 - Hatch Tender		21.04
29030 - Line Handler		21.04
29041 - Stevedore I		19.85
29042 - Stevedore II		21.61
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	37.19
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	25.64
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.25
30021 - Archeological Technician I		15.04
30022 - Archeological Technician II		15.03
30023 - Archeological Technician III		20.85
30030 - Cartographic Technician		25.34
30040 - Civil Engineering Technician		21.36
30061 - Drafter/CAD Operator I		18.14
30062 - Drafter/CAD Operator II		20.46
30063 - Drafter/CAD Operator III		22.81
30064 - Drafter/CAD Operator IV		28.07
30081 - Engineering Technician I		16.70
30082 - Engineering Technician II		18.75
30083 - Engineering Technician III		20.98
30084 - Engineering Technician IV		25.99
30085 - Engineering Technician V		31.78
30086 - Engineering Technician VI		38.46
30090 - Environmental Technician		23.34
30210 - Laboratory Technician		22.81
30240 - Mathematical Technician		25.32
30361 - Paralegal/Legal Assistant I		18.72
30362 - Paralegal/Legal Assistant II		23.34
30363 - Paralegal/Legal Assistant III		30.33
30364 - Paralegal/Legal Assistant IV		36.70
30390 - Photo-Optics Technician		25.34
30461 - Technical Writer I		25.12
30462 - Technical Writer II		29.25
30463 - Technical Writer III		30.20
30491 - Unexploded Ordnance (UXO) Technician I		23.64
30492 - Unexploded Ordnance (UXO) Technician II		28.60
30493 - Unexploded Ordnance (UXO) Technician III		34.28
30494 - Unexploded (UXO) Safety Escort		23.64
30495 - Unexploded (UXO) Sweep Personnel		23.64
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.15
30621 - Weather Observer, Senior	(see 2)	25.34
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		13.82
31030 - Bus Driver		18.42
31043 - Driver Courier		15.37
31260 - Parking and Lot Attendant		8.74
31290 - Shuttle Bus Driver		16.42
31310 - Taxi Driver		10.32
31361 - Truckdriver, Light		16.42
31362 - Truckdriver, Medium		19.05
31363 - Truckdriver, Heavy		23.70
31364 - Truckdriver, Tractor-Trailer		23.70
99000 - Miscellaneous Occupations		

99030 - Cashier	10.67
99050 - Desk Clerk	11.14
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	11.54
99252 - Laboratory Animal Caretaker II	12.33
99310 - Mortician	33.31
99410 - Pest Controller	14.95
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	16.63
99711 - Recycling Specialist	18.60
99730 - Refuse Collector	15.22
99810 - Sales Clerk	12.24
99820 - School Crossing Guard	10.99
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	11.56
99832 - Surveying Technician	17.36
99840 - Vending Machine Attendant	13.42
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	13.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, 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 4174)

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, explosives, and incendiary material differential pay.

OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

** 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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 dutie 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.

(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, sate 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

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

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;

(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

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 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

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.