



United States Bankruptcy Court
Northern District of Indiana

Robert K. Rodibaugh United States Bankruptcy Courthouse
401 South Michigan Street
South Bend, Indiana 46601

Christopher M. DeToro
Clerk of Court
Telephone: 574.968.2100

Sue Kopke
Administrative Coordinator
Telephone: 260.423.3121
Facsimile: 260.423.3108

June 15, 2012

Subject: Solicitation for Court Reporting Services

No. 0755-12-001

1. The United States Bankruptcy Court for the Northern District of Indiana has a requirement for contract court reporting services at our location in Hammond, Indiana. The court estimates that a minimum of two reporters will be required. Photocopies of certificates or other similar means of evincing a reporter's qualifications must be provided with your offer.
2. Court reporters working under any resultant contract will be required to use stenotype as a means of recording proceedings.
3. 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. The Government's intent is to award a single contract as a result of this solicitation.
4. In order to be considered for award, you must be able to meet all of the court's requirements as detailed in the Solicitation Sections A through K. In addition, your firm **MUST** provide evidence of the reporter qualifications required in Section C - failure to provide this information may be grounds for rejecting your proposal in its entirety. Photocopies of certificates, etc., are acceptable.
5. The Government **MAKES NO GUARANTEE** that the resultant contract will be of a particular aggregate dollar value, or that the contractor will actually receive any orders for the transcription of reported proceedings. The maximum transcript rates approved in the district are at Attachment J.3 of the solicitation.
6. Instructions and provisions regarding the submission of offers in response to this solicitation are included under Solicitation Section L "Instructions to Offers." In accordance with Section L, the following should be included in your proposal:

- a) A cover letter listing the Offeror's attachments/enclosures and referencing the solicitation;
 - b) A copy of Solicitation Sections A through K, with all required information completed in Sections A, B and K, signed by an authorized representative of your firm;
 - c) Completed "Offeror's Reference Information" form(s) attachment J.10. One (1) copy of the references form is provided for your use; you should make as many copies as needed;
 - d) Completed "Reporter's Biographical Information" form(s) attachment J.9, with documentation of each reporter's certification. ALL required information must be provided. One copy of the biographical form is provided for your use; you should make as many copies as needed.
7. Evaluation of offers will be based on Solicitation Section M Evaluation Factors.
8. All offers must be received by 4:00 p.m. on **Friday, July 13, 2012**.
9. Any questions regarding this solicitation should be in writing and addressed to Sue Kopke, Contracting Officer, U.S. Bankruptcy Court, 1300 South Harrison Street, Fort Wayne, Indiana, 46802. Any questions must be received at least seven days prior to the date specified under paragraph 8 above to permit dissemination of responses to all offerors.

Sincerely,

A handwritten signature in black ink that reads "Sue Kopke". The signature is written in a cursive, flowing style.

Sue Kopke, Contracting Officer

| | | | | | |
|---|------------------------|---|--|--------------------------------|---------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER | |
| 0755-12-001 | 0755-12-001 | <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 06/15/12 | | |
| 7. ISSUED BY | | CODE | 8. ADDRESS OFFER TO (If other than Item 7) | | |
| Christopher M. DeToro, Clerk of Court 401 South Michigan Street South Bend, Indiana 46601 | | | Sue Kopke, Contracting Officer, USBC 1300 S. Harrison St., Fort Wayne, IN 46802 | | |

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 1300 S. Harrison St., Fort Wayne, IN until 04:00 local time 07/13/12
(Hour) (Date)

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

| | | | | | |
|---------------------------|-----------------------------|---------------------------------|--------|------|-------------------|
| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS |
| | Sue Kopke, Contract Officer | AREA CODE | NUMBER | EXT. | |
| | | 260 | 423 | 3121 | |

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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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small> | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|--|----------------------|----------------------|----------------------|-------------------|

| | | | | |
|--|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small> | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

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

AWARD (To be completed by Government)

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

A-1

Section B.1 Schedule and Prices

| Item | Description | Unit Prices | | |
|--------------|--|----------------------|--|------------------------|
| | | Basic | 1 ST Option | 2 nd Option |
| B.1.1 | Reporting Services | | | |
| 101 | Daily Rate for Reporting Services | \$ ___/day | \$ ___/day | \$ ___/day |
| 102 | Half-day Rate for Reporting Services | \$ ___ ½ day | \$ ___ ½ day | \$ ___ ½ day |
| 103 | Overtime Rate (for continuation of services begun during the Principal Period of Service; payment is in addition to payment of the Daily Rate, 101, or the Half-day Rate, item 102 | \$ ___/hr | \$ ___/hr | \$ ___/hr |
| 104 | Rate for reporting services commencing outside the principal period of service | | See Clause I.3 (a) 4 | |
| 105 | Transportation for Reporting Services Outside Geographic Scope | | Actual Cost See Clause I.3 (a) 5 | |
| 106 | Subsistence for Reporting Services Outside the Geographic Scope | | Per Diem See Clause I.3 (a) 5 | |
| B.1.2 | Transcription Services - Rate must not exceed maximum rates established by the court per attachment J.3** | | | |
| 201 | Ordinary Transcript Services-Original* | \$ <u>3.65</u> /page | \$ <u>3.65</u> /page | \$ <u>3.65</u> /page |
| 201a | First Transcript Copy | \$ <u>.90</u> /page | \$ <u>.90</u> /page | \$ <u>.90</u> /page |
| 201b | Each Additional Copy to the same party | \$ <u>.60</u> /page | \$ <u>.60</u> /page | \$ <u>.60</u> /page |
| 202 | 14-Day Transcript-Original | \$ <u>4.25</u> /page | \$ <u>4.25</u> /page | \$ <u>4.25</u> /page |
| 202a | First copy | \$ <u>.90</u> /page | \$ <u>.90</u> /page | \$ <u>.90</u> /page |
| 202b | Each additional Copy to the same party | \$ <u>.60</u> /page | \$ <u>.60</u> /page | \$ <u>.60</u> /page |
| 203 | Expedited Transcript-Original* | \$ <u>4.85</u> /page | \$ <u>4.85</u> /page | \$ <u>4.85</u> /page |
| 203a | First Transcript Copy | \$ <u>.90</u> /page | \$ <u>.90</u> /page | \$ <u>.90</u> /page |
| 203b | Each Additional Copy to the same party | \$ <u>.60</u> /page | \$ <u>.60</u> /page | \$ <u>.60</u> /page |

| Item | Description | Unit Prices | | |
|------|--|----------------------|------------------------|------------------------|
| | | Basic | 1 ST Option | 2 nd Option |
| 204 | Daily Transcript-Original* | \$ <u>6.05</u> /page | \$ <u>6.05</u> /page | \$ <u>6.05</u> /page |
| 204a | First Transcript Copy | \$ <u>1.20</u> /page | \$ <u>1.20</u> /page | \$ <u>1.20</u> /page |
| 204b | Each Additional Copy to the same party | \$ <u>.90</u> /page | \$ <u>.90</u> /page | \$ <u>.90</u> /page |
| 205 | Hourly Transcript-Original* | \$ <u>7.25</u> /page | \$ <u>7.25</u> /page | \$ <u>7.25</u> /page |
| 205a | First Transcript Copy | \$ <u>1.20</u> /page | \$ <u>1.20</u> /page | \$ <u>1.20</u> /page |
| 205b | Each Additional Copy to the same party | \$ <u>.90</u> /page | \$ <u>.90</u> /page | \$ <u>.90</u> /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.2 - Contractor Certifications

B.2.1 Minimum Number of Reporters

The offeror agrees to provide a minimum of 2 contract 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 24 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 Bankruptcy Court for Northern District of Indiana at
the Hammond Division has a requirement for contract court reporting
services at the following location:
U.S. Bankruptcy Court, 5400 Federal Plaza, Hammond, Indiana, 46320

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 bankruptcy 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 bankruptcy court under such terms and conditions as the Director of the Administrative Office finds, after consultation with the chief judge of the bankruptcy court, will best serve the needs of such bankruptcy 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, status hearings, grand jury proceedings).

SECTION C - STATEMENT OF WORK

- d) 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): 109 **full reporting days**; 125 **half reporting days**; and 0 **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 2 contract 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.

SECTION C - STATEMENT OF WORK

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;

SECTION C - STATEMENT OF WORK

_____ 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. **RESERVED - REQUIREMENT D**

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.

SECTION C - STATEMENT OF WORK

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.5 Equipment

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

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.

SECTION C - STATEMENT OF WORK

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 9:00 a.m. to 4:00 p.m. The morning session is considered to be from 9:00 a.m. to 11:59 a.m./p.m., and the afternoon session is considered to be from 1:00 p.m. to 4:00 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 5400 Federal Plaza, Hammond, Indiana. 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

SECTION C - STATEMENT OF WORK

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.

SECTION C - STATEMENT OF WORK

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.

SECTION C - STATEMENT OF WORK

- 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.

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 bankruptcy 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 bankruptcy court, and shall notify the clerk of the court of appeals that the transcript has been completed and filed with the Bankruptcy 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

SECTION C - STATEMENT OF WORK

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 Indiana 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.

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: Fee schedule as set by the Judicial Conference of the United States (JCUS).
- 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

SECTION C - STATEMENT OF WORK

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

SECTION C - STATEMENT OF WORK

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

SECTION C - STATEMENT OF WORK

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 _____ Court for the _____ District of _____ 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 (SEPT 2010)

This contract 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.aspx>.

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

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Delivery and Acceptance

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

F.2 Term of Contract

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

F.3 Legal Requirements and Permits

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

SECTION G - CONTRACT ADMINISTRATION

G.1 Invoices

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

SECTION G - CONTRACT ADMINISTRATION

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

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

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

G.3 Failure of Qualified Reporter to Appear

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

SECTION G - CONTRACT ADMINISTRATION

- (2) Delay the proceeding until the reporter appears. Under Item B.1.1(101 and 101A), if the reporter appears at the proceeding thirty (30) minutes or more late, the reporting fee for that day shall be reduced by one-twelfth (1/12) of the daily rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof. Under Item 102 and 102A, if the reporter appears at the proceeding thirty (30) minutes or more late, the reporting fee for that half day shall be reduced by one-sixth (1/6) of the half-day rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof;
 - (3) For repeated instances of a failure of reporter to appear, the Government may seek any and all remedies available under the contract, including termination for default pursuant to 7-230 incorporated by reference in I.1; or
 - (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 (SEPT 2010)

This contract 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.aspx>.

| NUMBER | TITLE | DATE |
|--------|------------------------------|----------|
| 1-1 | Employment by the Government | JAN 2003 |
| 7-20 | Security Requirements | APR 2011 |

H.2 Confidentiality and Classified Data

- (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) - DEVIATION

- (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) Resumes must be submitted using the Reporter's Biographical Information Sheet format (Attachment J.9).
- (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 (SEPT 2010)

This contract 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.aspx>.

| NUMBER | TITLE | DATE |
|--------|---|----------|
| 1-5 | Conflict of Interest | AUG 2004 |
| 1-10 | Gratuities or Gifts | JAN 2010 |
| 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 | APR 2011 |
| 3-175 | Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi-Year and Option Contracts) | APR 2011 |
| 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 | APR 2010 |
| 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 |
| 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

(a) Reporting Services

- (1) The judiciary 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 judiciary so requires, the contractor shall provide a written or oral acknowledgment. The judiciary reserves the right to cancel any order, without penalty or charge, provided the contractor is notified within 48 hours before the scheduled proceeding start time. In the event the judiciary fails to afford the contractor the requisite notice of cancellation, the judiciary will pay the contractor in accordance with the schedule rates for a half-day of reporting services.
- (2) The judiciary 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 judiciary 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 judiciary 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 judiciary'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 judiciary 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 judiciary 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 judiciary will make reasonable attempts to make known the requirement to the contractor. If the contractor agrees to satisfy the requirement, the judiciary 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 judiciary 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 judiciary 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 judiciary 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 court 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 judiciary. These forms also serve as vouchers authorizing payment to the contractor for transcripts prepared.

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 thirty (30) calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days 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 thirty-six (36) months.

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 thirty (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].

§ 753. Reporters

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT J2 TO CONTRACT NO. _____

REPORTERS AUTHORIZED TO WORK UNDER CONTRACT NO. _____:

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

[Insert only those names of reporters meeting the qualifications]

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

J-Net Printer Friendly

[Back to Graphical Site](#)

Maximum Transcript Rates - All Parties Per Page

All Parties Per Page

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

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

Related Memos

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

[Back to Graphical Site](#)

J-3

| Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | VOUCHER NO. | | | | |
|---|---|--|--------------------------------------|-------------------|------------------|--|
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION | DATE VOUCHER PREPARED | SCHEDULE NO. | | | | |
| | CONTRACT NUMBER AND DATE | PAID BY | | | | |
| | REQUISITION NUMBER AND DATE | | | | | |
| PAYEE'S NAME AND ADDRESS | | DATE INVOICE RECEIVED | | | | |
| | | DISCOUNT TERMS | | | | |
| | | PAYEE'S ACCOUNT NUMBER | | | | |
| SHIPPED FROM | TO | WEIGHT | | | | |
| | | GOVERNMENT B/L NUMBER | | | | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OR SERVICES <small>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</small> | QUAN- TITY | UNIT PRICE | | AMOUNT (1) |
| | | | | COST | PER | |
| | | | | | | |
| (Use continuation sheet(s) if necessary) (Payee must NOT use the space below) | | | | | | TOTAL |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | APPROVED FOR = \$ | EXCHANGE RATE = \$1.00 | DIFFERENCES | | | |
| | BY ² | | | | | |
| | TITLE | | (Signature or initials) | | | |
| | | | Amount verified; correct for payment | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | |
| _____ (Date) | | _____ (Authorized Certifying Officer) ² | | | _____ (Title) | |
| ACCOUNTING CLASSIFICATION | | | | | | |
| | | | | | | |
| P A I D B Y | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON (Name of bank) | | |
| | CASH \$ | DATE | PAYEE ³ | | | |
| 1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be. | | | | | PER | TITLE |

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

J-4

FOR COURT USE ONLY
DUE DATE:

TRANSCRIPT ORDER

Please Read Instructions:

| | | | | | |
|-------------------------------------|--|-----------------------------------|-------------------------|---|----------|
| 1. NAME | | 2. PHONE NUMBER | | 3. DATE | |
| 4. MAILING ADDRESS | | | 5. CITY | | 6. STATE |
| 8. CASE NUMBER | | 9. JUDGE | | DATES OF PROCEEDINGS | |
| | | | | 10. FROM | 11. TO |
| 12. CASE NAME | | | LOCATION OF PROCEEDINGS | | |
| | | 13. CITY | | 14. STATE | |
| 15. ORDER FOR | | | | | |
| <input type="checkbox"/> APPEAL | | <input type="checkbox"/> CRIMINAL | | <input type="checkbox"/> CRIMINAL JUSTICE ACT | |
| <input type="checkbox"/> NON-APPEAL | | <input type="checkbox"/> CIVIL | | <input type="checkbox"/> BANKRUPTCY | |
| | | | | <input type="checkbox"/> OTHER | |

16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested)

| PORTIONS | DATE(S) | PORTION(S) | DATE(S) |
|--|---------|---|---------|
| <input type="checkbox"/> VOIR DIRE | | <input type="checkbox"/> TESTIMONY (Specify Witness) | |
| <input type="checkbox"/> OPENING STATEMENT (Plaintiff) | | | |
| <input type="checkbox"/> OPENING STATEMENT (Defendant) | | | |
| <input type="checkbox"/> CLOSING ARGUMENT (Plaintiff) | | <input type="checkbox"/> PRE-TRIAL PROCEEDING (Specy) | |
| <input type="checkbox"/> CLOSING ARGUMENT (Defendant) | | | |
| <input type="checkbox"/> OPINION OF COURT | | | |
| <input type="checkbox"/> JURY INSTRUCTIONS | | <input type="checkbox"/> OTHER (Specify) | |
| <input type="checkbox"/> SENTENCING | | | |
| <input type="checkbox"/> BAIL HEARING | | | |

17. ORDER

| CATEGORY | ORIGINAL (Includes Certified Copy to Clerk for Records of the Court) | FIRST COPY | ADDITIONAL COPIES | NO. OF PAGES ESTIMATE | COSTS |
|-----------|---|--------------------------|-------------------|-----------------------|-------|
| ORDINARY | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | |
| 14-Day | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | |
| EXPEDITED | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | |
| DAILY | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | |
| HOURLY | <input type="checkbox"/> | <input type="checkbox"/> | NO. OF COPIES | | |
| REALTIME | <input type="checkbox"/> | <input type="checkbox"/> | | | |

CERTIFICATION (18. & 19.)
By signing below, I certify that I will pay all charges (deposit plus additional!).

ESTIMATE TOTAL **0.00**

| | |
|---------------|--------------|
| 18. SIGNATURE | PROCESSED BY |
| 19. DATE | PHONE NUMBER |

| | |
|------------------------------|---------------|
| TRANSCRIPT TO BE PREPARED BY | COURT ADDRESS |
|------------------------------|---------------|

| ORDER RECEIVED | DATE | BY | DEPOSIT PAID | TOTAL CHARGES | 0.00 |
|---|------|----|----------------|---------------|------|
| DEPOSIT PAID | | | DEPOSIT PAID | | |
| TRANSCRIPT ORDERED | | | TOTAL CHARGES | | 0.00 |
| TRANSCRIPT RECEIVED | | | LESS DEPOSIT | | 0.00 |
| ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT | | | TOTAL REFUNDED | | |
| PARTY RECEIVED TRANSCRIPT | | | TOTAL DUE | | 0.00 |

DISTRIBUTION: COURT COPY TRANSCRIPTION COPY ORDER RECEIPT ORDER COPY

INSTRUCTIONS

GENERAL

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

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

Order Copy. Keep a copy for your records.

Submitting to the Court. Submit the form in the format required by the court.

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

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

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

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

SPECIFIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item 19. Enter the date of signing.

Shaded Area. Reserved for the court's use.

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

DENISE M. OLIVER and
ELIZABETH ANN MOODY,

Plaintiffs,

Docket No. CV 81-1224

vs.

St. Louis, Missouri
August 28, 2009

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

Defendants.

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

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

FOR THE PLAINTIFFS:

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

FOR THE DEFENDANTS:

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

COURT REPORTER:

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

Proceedings recorded by mechanical stenography,
transcript produced with computer.

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

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

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

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

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

9 DIRECT EXAMINATION

10 BY MR. JONES:

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

12 A. Ann D. Hannan.

13 Q. And where do you live?

14 A. At 425 Rockway Place, Lake Summit.

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

16 A. For about 20 years.

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

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

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

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

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

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

24 THE COURT: Objection sustained. Will you proceed.

25

1 BY MR. JONES:

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

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

5 Q. Did you work all that time?

6 A. (Witness nods.)

7 Q. Was that a yes, Miss Hannan?

8 A. Yeah.

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

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

12 Q. Why did you --

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

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

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

19 THE COURT: Thank you.

20 You may proceed, Counsel.

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

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

1 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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Hannan - Direct

2-24

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 fifteen minutes.
4 (Recess at 10:30 a.m., until 10:45 a.m.)
5 MR. JONES: If it please the Court, Your Honor, the de-
6 fendant is ready to proceed. I would like to call Ann Hannan.
7 ANN D. HANNAN, DEFENDANT'S WITNESS, SWORN
8 DIRECT EXAMINATION
9 BY MR. JONES:
10 Q. Would you give your full name, Ann?
11 A. Ann D. Hannan.
12 Q. And where do you live?
13 A. At 425 Rockway Place, Lake Summit.
14 Q. And how long, I mean, how long have you lived there?
15 A. For about twenty years.
16 Q. And what do you do for a living?
17 A. I work as a checker at Green Grocery on Long Street.
18 Q. How long have you worked there, Miss Hannan?
19 A. I was hired by Clem Staples, I mean, the deceased --
20 MR. PLASKY: I object. Your Honor, I would like the
21 witness's answer stricken from the record as nonresponsive.
22 (Off the record discussion at side bar)
23 THE COURT: Objection sustained. Will you proceed.
24 BY MR. JONES:
25 Q. Miss Hannan, how many years did you work as a checker at

Exhibit 18.9-B

Hannan - Direct

2-25

1 Green Grocery Store?
2 A. For ten years and maybe three, four months.
3 Q. Did you work all that time?
4 A. (Witness nods head)
5 Q: Was that a yes, Miss Hannan?
6 A. Yeah.
7 Q. Were you ever laid off for any reason?
8 A. No, never, 'cause Mr. Staples seen where I was livin' and he
9 knew I needed the money.
10 Q. Why did you --
11 THE COURT: Pardon me, Counsel, for interrupting you
12 but I would like to ask the witness one question.
13 BY THE COURT:
14 Q. I don't understand what you mean by that statement. Please
15 explain what your living conditions were, Miss Hannan.
16 A. They were awful, Judge. The house had no electricity. We
17 only got a water pump two years ago.
18 THE COURT: Thank you. You may proceed, Counsel.
19 MR. JONES: Your Honor, at this time I would like to
20 call the Court's attention to the case of State versus Tilden
21 which states:
22 "On June 20, 1969, the defendant was on his way home
23 and was struck by an automobile which was traveling at
24 an excessive rate of speed, and defendant sustained
25 severe injuries and died an hour later."

1 THE COURT: I am familiar with that case. I had forgot-
 2 ten all about it. That was a surprise ruling by the State Su-
 3 preme Court. Based upon that case, it appears that I might dis-
 4 miss the charges against the defendant in this case.

5 MR. PLASKY: I strongly object. I do not believe the
 6 circumstances in this case fit the circumstances in that case at
 7 all. Now, I have some questions of this witness, Your Honor.

8 CROSS EXAMINATION

9 BY MR. PLASKY:

10 Q. Did you force the plaintiff to drive into the country?
 11 A. No.

12 Q. Did you ever see these car keys before? I will show you Peo-
 13 ple's Exhibit 3.
 14 A. That's it. See. Here (indicating) is the dented key.

15 MR. PLASKY: Let the record reflect the witness has
 16 identified the dent on the key. I have nothing further, Your
 17 Honor.

18 THE COURT: Mr. Jones, do you have anything else?

19 REDIRECT EXAMINATION

20 BY MR. JONES:

21 Q. Did you at any time ever mark another set of keys?
 22 A. No, I didn't.

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

24 THE COURT: Are you sure that there is no more testimony
 25 for the record.

Exhibit 18.9-D

Ramirez - Direct

2-27

1 MR. PLASKY: Nothing further.
2 THE COURT: You may step down. I am going to call a
3 short recess.
4 (Recess from 3:35 p.m. until 4:05 p.m.: all parties present)
5 THE COURT: You may proceed, Mr. Jones.
6 MR. JONES: May it please the Court. I have a witness,
7 Mary Ramirez, and she only speaks Spanish. I have brought Jorge
8 Lopez, a Spanish teacher who has been officially certified by the
9 U.S. Courts to act as an interpreter.
10 THE COURT: Yes, Mr. Lopez has acted as an interpreter
11 in this Court before.
12 MR. PLASKY: I know Mr. Lopez and agree that he be the
13 interpreter.
14 THE COURT: I will have the deputy clerk administer the
15 oath to Mr. Lopez and then to Mrs. Ramirez.
16 (JORGE LOPEZ sworn to interpret Spanish into English)
17 MARY RAMIREZ, DEFENDANT'S WITNESS, SWORN
18 DIRECT EXAMINATION
19 BY MR. JONES:
20 Q. What is your name?
21 A. Mary Ramirez.
22 Q. Where do you live?
23 A. Now I live at 245 Davis Road, in Summerville, but I just
24 moved there three months ago. I am living with my mother and
25 father in their home.

18.23

Exhibit 18.9-E

Ramirez - Direct

2-28

1 Q. Do you remember the afternoon of July 14, 1979?
2 THE INTERPRETER: I am sorry, I didn't hear the date.
3 Did you say July 14?
4 MR. JONES: Yes.
5 THE INTERPRETER: She said, "Yes."
6 BY MR. JONES:
7 Q. And, where were you on July 14 at about 4 p.m.?
8 A. Shopping at SAVE-A-LOT.
9 Q. What time did you get to the store?
10 A. One.
11 BY MR. PLASKY: Your Honor, may we go off the record?
12 THE COURT: Yes
13 (Bench conference off the record)
14 THE COURT: You may proceed, Mr. Jones.
15 BY MR. JONES:
16 Q. May we have the last question and answer read back?
17 (The last question and answer was read)
18 Q. At about 4 p.m. did you see anything unusual?
19 A. I saw that woman over there (indicating) take a steak and put
20 it in a shopping bag. Her, her (indicating).
21 Q. You are pointing at the defendant, Lynn Roger, are you not?
22 A. Yes, that woman right there.
23 MR. JONES: Let the record show that the witness has
24 correctly identified the defendant.
25 THE COURT: I would like to make the record clear that

Exhibit 18.11-A

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

4 DENISE M. OLIVER and . Docket No. CV 81-1224
5 ELIZABETH ANN MOODY, .
6 Plaintiffs, . St. Louis, Missouri
7 v. . August 28, 1982
8 WILLIAM FOUNDATION HOSPITALS, . 9:30 a.m.
9 C.Z. TORT, F.W. WINSTON, .
10 Defendants. .
11

12 VOLUME III
13 TRANSCRIPT OF TRIAL
14 BEFORE THE HONORABLE ROBERT JUSTICE
15 UNITED STATES DISTRICT JUDGE, and a jury.

16 APPEARANCES:

17 For the Plaintiffs: Guest, Jones & Law
18 By: JOSEPH LAW, ESQ.
19 1029 M Street, Suite 400
20 St. Louis, Missouri 63124

21 For the Defendants: Wills, Miller, Johnson & Smith
22 By: GEORGE S. SMITH, ESQ.
23 903 West 4th Street
24 St. Louis, Missouri 63101

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

26 Proceedings recorded by mechanical stenography, transcript produced by
27 notereading.

Exhibit 18.12-A

| | | INDEX | | | | |
|----|---------------------------------------|---------------|--------------|-----------------|----------------|-------------------------|
| | | <u>Direct</u> | <u>Cross</u> | <u>Redirect</u> | <u>Recross</u> | <u>Further Redirect</u> |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | <u>WITNESSES FOR THE</u> | | | | | |
| 4 | <u>GOVERNMENT:</u> | | | | | |
| 5 | Officer Grady Way | 5 | 10 | 29 | 31 | 32 |
| 6 | Sgt. David Best | 33 | 42 | | | |
| 7 | <u>WITNESSES FOR THE</u> | | | | | |
| 8 | <u>DEFENSE:</u> | | | | | |
| 9 | Charlie D. Rong | 63 | 75 | | | |
| 10 | Al A. Buy | 80 | 88 | 90 | 98 | 99 |
| 11 | MOTION: Mr. Defense | 55 | Denied | 58 | | |
| 12 | MOTION: Mr. Defense | 60 | Denied | 60 | | |
| 13 | <u>EXHIBITS:</u> | | | | <u>Marked</u> | <u>Received</u> |
| 14 | G-1 Sgt. Best Certification | | | | 33 | 34 |
| 15 | G-2 Inspection Certification 12-10-75 | | | | 36 | 36 |
| 16 | G-3 Inspection Certification 2-27-76 | | | | 36 | 36 |
| 17 | G-4 Breathalyzer Report and Reading | | | | 39 | 41 |
| 18 | D-1 Test Record | | | | 61 | 61 |
| 19 | D-2 Test Record | | | | 62 | 62 |
| 20 | ARGUMENT: Mr. Defense | | | | | 84 |
| 21 | RESPONSE: Mr. Prosecutor | | | | | 88 |
| 22 | THE COURT: Finding | | | | | 91 |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | | | | | | |

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WD 05-2191 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

| | | |
|---|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT | | U.S. DEPARTMENT OF LABOR |
| By direction of the Secretary of Labor | | EMPLOYMENT STANDARDS ADMINISTRATION |
| | | WAGE AND HOUR DIVISION |
| | | WASHINGTON D.C. 20210 |

| | | |
|------------------------------------|--|-----------------------------------|
| Diane C. Koplewski Director | | Wage Determination No.: 2005-2191 |
| Division of Wage Determinations | | Revision No.: 11 |
| | | Date Of Revision: 06/13/2011 |

State: Indiana

Area: Indiana Counties of Benton, Jasper, La Porte, Lake, Newton, Porter, Pulaski, Starke

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 17.25 |
| 01012 - Accounting Clerk II | | 19.37 |
| 01013 - Accounting Clerk III | | 21.66 |
| 01020 - Administrative Assistant | | 28.01 |
| 01040 - Court Reporter | | 20.25 |
| 01051 - Data Entry Operator I | | 14.81 |
| 01052 - Data Entry Operator II | | 16.15 |
| 01060 - Dispatcher, Motor Vehicle | | 22.93 |
| 01070 - Document Preparation Clerk | | 13.67 |
| 01090 - Duplicating Machine Operator | | 13.67 |
| 01111 - General Clerk I | | 12.73 |
| 01112 - General Clerk II | | 13.89 |
| 01113 - General Clerk III | | 16.34 |
| 01120 - Housing Referral Assistant | | 22.12 |
| 01141 - Messenger Courier | | 11.93 |
| 01191 - Order Clerk I | | 15.69 |
| 01192 - Order Clerk II | | 17.58 |
| 01261 - Personnel Assistant (Employment) I | | 17.84 |
| 01262 - Personnel Assistant (Employment) II | | 19.95 |
| 01263 - Personnel Assistant (Employment) III | | 22.24 |
| 01270 - Production Control Clerk | | 21.43 |
| 01280 - Receptionist | | 13.53 |
| 01290 - Rental Clerk | | 17.41 |
| 01300 - Scheduler, Maintenance | | 18.36 |
| 01311 - Secretary I | | 18.36 |
| 01312 - Secretary II | | 19.84 |
| 01313 - Secretary III | | 22.12 |
| 01320 - Service Order Dispatcher | | 21.04 |
| 01410 - Supply Technician | | 28.01 |
| 01420 - Survey Worker | | 18.89 |
| 01531 - Travel Clerk I | | 13.20 |
| 01532 - Travel Clerk II | | 14.27 |
| 01533 - Travel Clerk III | | 15.44 |
| 01611 - Word Processor I | | 15.50 |
| 01612 - Word Processor II | | 17.41 |
| 01613 - Word Processor III | | 19.47 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 21.89 |

J-8

| | | |
|-------|--|-------|
| 05010 | - Automotive Electrician | 23.06 |
| 05040 | - Automotive Glass Installer | 21.85 |
| 05070 | - Automotive Worker | 21.85 |
| 05110 | - Mobile Equipment Servicer | 19.92 |
| 05130 | - Motor Equipment Metal Mechanic | 26.41 |
| 05160 | - Motor Equipment Metal Worker | 21.85 |
| 05190 | - Motor Vehicle Mechanic | 25.88 |
| 05220 | - Motor Vehicle Mechanic Helper | 18.73 |
| 05250 | - Motor Vehicle Upholstery Worker | 20.90 |
| 05280 | - Motor Vehicle Wrecker | 21.85 |
| 05310 | - Painter, Automotive | 23.06 |
| 05340 | - Radiator Repair Specialist | 21.85 |
| 05370 | - Tire Repairer | 15.22 |
| 05400 | - Transmission Repair Specialist | 26.41 |
| 07000 | - Food Preparation And Service Occupations | |
| 07010 | - Baker | 13.75 |
| 07041 | - Cook I | 13.34 |
| 07042 | - Cook II | 15.03 |
| 07070 | - Dishwasher | 10.19 |
| 07130 | - Food Service Worker | 10.52 |
| 07210 | - Meat Cutter | 14.37 |
| 07260 | - Waiter/Waitress | 9.93 |
| 09000 | - Furniture Maintenance And Repair Occupations | |
| 09010 | - Electrostatic Spray Painter | 19.14 |
| 09040 | - Furniture Handler | 14.56 |
| 09080 | - Furniture Refinisher | 19.14 |
| 09090 | - Furniture Refinisher Helper | 15.55 |
| 09110 | - Furniture Repairer, Minor | 17.35 |
| 09130 | - Upholsterer | 19.14 |
| 11000 | - General Services And Support Occupations | |
| 11030 | - Cleaner, Vehicles | 12.29 |
| 11060 | - Elevator Operator | 12.29 |
| 11090 | - Gardener | 15.46 |
| 11122 | - Housekeeping Aide | 12.75 |
| 11150 | - Janitor | 12.75 |
| 11210 | - Laborer, Grounds Maintenance | 13.50 |
| 11240 | - Maid or Houseman | 12.11 |
| 11260 | - Pruner | 12.35 |
| 11270 | - Tractor Operator | 15.07 |
| 11330 | - Trail Maintenance Worker | 13.50 |
| 11360 | - Window Cleaner | 13.95 |
| 12000 | - Health Occupations | |
| 12010 | - Ambulance Driver | 17.28 |
| 12011 | - Breath Alcohol Technician | 18.40 |
| 12012 | - Certified Occupational Therapist Assistant | 23.55 |
| 12015 | - Certified Physical Therapist Assistant | 24.61 |
| 12020 | - Dental Assistant | 15.74 |
| 12025 | - Dental Hygienist | 31.96 |
| 12030 | - EKG Technician | 26.94 |
| 12035 | - Electroneurodiagnostic Technologist | 26.94 |
| 12040 | - Emergency Medical Technician | 17.28 |
| 12071 | - Licensed Practical Nurse I | 18.53 |
| 12072 | - Licensed Practical Nurse II | 20.72 |
| 12073 | - Licensed Practical Nurse III | 23.10 |
| 12100 | - Medical Assistant | 15.83 |
| 12130 | - Medical Laboratory Technician | 19.40 |
| 12160 | - Medical Record Clerk | 16.98 |
| 12190 | - Medical Record Technician | 18.38 |
| 12195 | - Medical Transcriptionist | 17.07 |
| 12210 | - Nuclear Medicine Technologist | 34.34 |
| 12221 | - Nursing Assistant I | 11.40 |
| 12222 | - Nursing Assistant II | 12.82 |

| | |
|--|---------------|
| 12223 - Nursing Assistant III | 13.99 |
| 12224 - Nursing Assistant IV | 15.71 |
| 12235 - Optical Dispenser | 15.59 |
| 12236 - Optical Technician | 17.40 |
| 12250 - Pharmacy Technician | 15.58 |
| 12280 - Phlebotomist | 15.71 |
| 12305 - Radiologic Technologist | 31.10 |
| 12311 - Registered Nurse I | 29.17 |
| 12312 - Registered Nurse II | 32.57 |
| 12313 - Registered Nurse II, Specialist | 32.57 |
| 12314 - Registered Nurse III | 38.43 |
| 12315 - Registered Nurse III, Anesthetist | 38.43 |
| 12316 - Registered Nurse IV | 46.07 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 23.53 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.51 |
| 13012 - Exhibits Specialist II | 26.55 |
| 13013 - Exhibits Specialist III | 32.62 |
| 13041 - Illustrator I | 21.63 |
| 13042 - Illustrator II | 26.80 |
| 13043 - Illustrator III | 32.77 |
| 13047 - Librarian | 33.70 |
| 13050 - Library Aide/Clerk | 14.14 |
| 13054 - Library Information Technology Systems Administrator | 31.05 |
| 13058 - Library Technician | 17.38 |
| 13061 - Media Specialist I | 21.16 |
| 13062 - Media Specialist II | 23.66 |
| 13063 - Media Specialist III | 26.39 |
| 13071 - Photographer I | 18.33 |
| 13072 - Photographer II | 20.53 |
| 13073 - Photographer III | 25.48 |
| 13074 - Photographer IV | 31.15 |
| 13075 - Photographer V | 37.57 |
| 13110 - Video Teleconference Technician | 17.51 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.11 |
| 14042 - Computer Operator II | 20.25 |
| 14043 - Computer Operator III | 22.58 |
| 14044 - Computer Operator IV | 25.09 |
| 14045 - Computer Operator V | 27.79 |
| 14071 - Computer Programmer I | (see 1) 25.49 |
| 14072 - Computer Programmer II | (see 1) |
| 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 | 18.11 |
| 14160 - Personal Computer Support Technician | 25.09 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 36.22 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 41.82 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 46.94 |
| 15050 - Computer Based Training Specialist / Instructor | 36.22 |
| 15060 - Educational Technologist | 30.14 |
| 15070 - Flight Instructor (Pilot) | 46.94 |
| 15080 - Graphic Artist | 26.41 |
| 15090 - Technical Instructor | 27.45 |
| 15095 - Technical Instructor/Course Developer | 26.88 |
| 15110 - Test Proctor | 19.62 |
| 15120 - Tutor | 17.74 |

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|--|-------|
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.53 |
| 16030 - Counter Attendant | 9.53 |
| 16040 - Dry Cleaner | 12.42 |
| 16070 - Finisher, Flatwork, Machine | 9.53 |
| 16090 - Presser, Hand | 9.53 |
| 16110 - Presser, Machine, Drycleaning | 9.53 |
| 16130 - Presser, Machine, Shirts | 9.53 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.53 |
| 16190 - Sewing Machine Operator | 13.37 |
| 16220 - Tailor | 14.31 |
| 16250 - Washer, Machine | 10.54 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 22.33 |
| 19040 - Tool And Die Maker | 28.57 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 16.91 |
| 21030 - Material Coordinator | 21.74 |
| 21040 - Material Expediter | 21.74 |
| 21050 - Material Handling Laborer | 17.05 |
| 21071 - Order Filler | 13.80 |
| 21080 - Production Line Worker (Food Processing) | 16.91 |
| 21110 - Shipping Packer | 17.00 |
| 21130 - Shipping/Receiving Clerk | 17.00 |
| 21140 - Store Worker I | 13.87 |
| 21150 - Stock Clerk | 18.17 |
| 21210 - Tools And Parts Attendant | 16.91 |
| 21410 - Warehouse Specialist | 16.91 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 29.96 |
| 23021 - Aircraft Mechanic I | 28.13 |
| 23022 - Aircraft Mechanic II | 29.96 |
| 23023 - Aircraft Mechanic III | 31.40 |
| 23040 - Aircraft Mechanic Helper | 20.38 |
| 23050 - Aircraft, Painter | 24.99 |
| 23060 - Aircraft Servicer | 23.85 |
| 23080 - Aircraft Worker | 25.02 |
| 23110 - Appliance Mechanic | 22.50 |
| 23120 - Bicycle Repairer | 15.75 |
| 23125 - Cable Splicer | 27.69 |
| 23130 - Carpenter, Maintenance | 31.86 |
| 23140 - Carpet Layer | 28.36 |
| 23160 - Electrician, Maintenance | 34.00 |
| 23181 - Electronics Technician Maintenance I | 26.30 |
| 23182 - Electronics Technician Maintenance II | 27.75 |
| 23183 - Electronics Technician Maintenance III | 29.24 |
| 23260 - Fabric Worker | 21.33 |
| 23290 - Fire Alarm System Mechanic | 24.80 |
| 23310 - Fire Extinguisher Repairer | 21.36 |
| 23311 - Fuel Distribution System Mechanic | 27.14 |
| 23312 - Fuel Distribution System Operator | 21.66 |
| 23370 - General Maintenance Worker | 22.99 |
| 23380 - Ground Support Equipment Mechanic | 28.13 |
| 23381 - Ground Support Equipment Servicer | 23.85 |
| 23382 - Ground Support Equipment Worker | 25.02 |
| 23391 - Gunsmith I | 21.36 |
| 23392 - Gunsmith II | 24.07 |
| 23393 - Gunsmith III | 26.76 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 24.98 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 26.25 |

| | |
|--|-------|
| 23430 - Heavy Equipment Mechanic | 28.00 |
| 23440 - Heavy Equipment Operator | 32.57 |
| 23460 - Instrument Mechanic | 23.92 |
| 23465 - Laboratory/Shelter Mechanic | 25.18 |
| 23470 - Laborer | 13.78 |
| 23510 - Locksmith | 22.81 |
| 23530 - Machinery Maintenance Mechanic | 23.74 |
| 23550 - Machinist, Maintenance | 27.46 |
| 23580 - Maintenance Trades Helper | 17.11 |
| 23591 - Metrology Technician I | 23.92 |
| 23592 - Metrology Technician II | 25.14 |
| 23593 - Metrology Technician III | 27.49 |
| 23640 - Millwright | 29.97 |
| 23710 - Office Appliance Repairer | 21.40 |
| 23760 - Painter, Maintenance | 23.57 |
| 23790 - Pipefitter, Maintenance | 31.00 |
| 23810 - Plumber, Maintenance | 29.42 |
| 23820 - Pneudraulic Systems Mechanic | 26.76 |
| 23850 - Rigger | 27.57 |
| 23870 - Scale Mechanic | 24.07 |
| 23890 - Sheet-Metal Worker, Maintenance | 29.95 |
| 23910 - Small Engine Mechanic | 18.13 |
| 23931 - Telecommunications Mechanic I | 27.78 |
| 23932 - Telecommunications Mechanic II | 28.87 |
| 23950 - Telephone Lineman | 27.68 |
| 23960 - Welder, Combination, Maintenance | 19.93 |
| 23965 - Well Driller | 27.68 |
| 23970 - Woodcraft Worker | 26.76 |
| 23980 - Woodworker | 17.53 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.86 |
| 24580 - Child Care Center Clerk | 13.13 |
| 24610 - Chore Aide | 9.44 |
| 24620 - Family Readiness And Support Services Coordinator | 14.63 |
| 24630 - Homemaker | 14.05 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 29.95 |
| 25040 - Sewage Plant Operator | 24.22 |
| 25070 - Stationary Engineer | 29.95 |
| 25190 - Ventilation Equipment Tender | 23.04 |
| 25210 - Water Treatment Plant Operator | 24.22 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 17.86 |
| 27007 - Baggage Inspector | 12.10 |
| 27008 - Corrections Officer | 28.70 |
| 27010 - Court Security Officer | 28.70 |
| 27030 - Detection Dog Handler | 15.44 |
| 27040 - Detention Officer | 28.70 |
| 27070 - Firefighter | 27.04 |
| 27101 - Guard I | 12.10 |
| 27102 - Guard II | 15.44 |
| 27131 - Police Officer I | 30.33 |
| 27132 - Police Officer II | 33.11 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.83 |
| 28042 - Carnival Equipment Repairer | 13.68 |
| 28043 - Carnival Equipment Worker | 10.02 |
| 28210 - Gate Attendant/Gate Tender | 16.44 |
| 28310 - Lifeguard | 13.10 |
| 28350 - Park Attendant (Aide) | 18.27 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.81 |

| | |
|--|-------|
| 28515 - Recreation Specialist | 18.71 |
| 28630 - Sports Official | 14.64 |
| 28690 - Swimming Pool Operator | 17.47 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 23.75 |
| 29020 - Hatch Tender | 23.75 |
| 29030 - Line Handler | 23.75 |
| 29041 - Stevedore I | 22.40 |
| 29042 - Stevedore II | 25.07 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.20 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 27.03 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 29.77 |
| 30021 - Archeological Technician I | 17.64 |
| 30022 - Archeological Technician II | 19.73 |
| 30023 - Archeological Technician III | 26.32 |
| 30030 - Cartographic Technician | 26.33 |
| 30040 - Civil Engineering Technician | 25.64 |
| 30061 - Drafter/CAD Operator I | 17.64 |
| 30062 - Drafter/CAD Operator II | 19.73 |
| 30063 - Drafter/CAD Operator III | 21.99 |
| 30064 - Drafter/CAD Operator IV | 28.96 |
| 30081 - Engineering Technician I | 18.16 |
| 30082 - Engineering Technician II | 20.39 |
| 30083 - Engineering Technician III | 22.81 |
| 30084 - Engineering Technician IV | 28.26 |
| 30085 - Engineering Technician V | 34.56 |
| 30086 - Engineering Technician VI | 45.66 |
| 30090 - Environmental Technician | 23.93 |
| 30210 - Laboratory Technician | 22.13 |
| 30240 - Mathematical Technician | 26.15 |
| 30361 - Paralegal/Legal Assistant I | 21.05 |
| 30362 - Paralegal/Legal Assistant II | 26.08 |
| 30363 - Paralegal/Legal Assistant III | 31.89 |
| 30364 - Paralegal/Legal Assistant IV | 38.59 |
| 30390 - Photo-Optics Technician | 26.33 |
| 30461 - Technical Writer I | 27.48 |
| 30462 - Technical Writer II | 33.60 |
| 30463 - Technical Writer III | 40.66 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.91 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 30.14 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 36.13 |
| 30494 - Unexploded (UXO) Safety Escort | 24.91 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.91 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 21.99 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 24.44 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 17.27 |
| 31030 - Bus Driver | 22.93 |
| 31043 - Driver Courier | 19.14 |
| 31260 - Parking and Lot Attendant | 11.21 |
| 31290 - Shuttle Bus Driver | 20.81 |
| 31310 - Taxi Driver | 12.96 |
| 31361 - Truckdriver, Light | 20.81 |
| 31362 - Truckdriver, Medium | 22.78 |
| 31363 - Truckdriver, Heavy | 24.15 |
| 31364 - Truckdriver, Tractor-Trailer | 24.15 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 9.94 |
| 99050 - Desk Clerk | 11.94 |
| 99095 - Embalmer | 24.84 |

| | |
|---|-------|
| 99251 - Laboratory Animal Caretaker I | 11.69 |
| 99252 - Laboratory Animal Caretaker II | 12.86 |
| 99310 - Mortician | 32.31 |
| 99410 - Pest Controller | 17.55 |
| 99510 - Photofinishing Worker | 13.78 |
| 99710 - Recycling Laborer | 20.89 |
| 99711 - Recycling Specialist | 24.46 |
| 99730 - Refuse Collector | 19.11 |
| 99810 - Sales Clerk | 13.18 |
| 99820 - School Crossing Guard | 13.57 |
| 99830 - Survey Party Chief | 23.57 |
| 99831 - Surveying Aide | 16.71 |
| 99832 - Surveying Technician | 20.76 |
| 99840 - Vending Machine Attendant | 13.40 |
| 99841 - Vending Machine Repairer | 15.48 |
| 99842 - Vending Machine Repairer Helper | 13.06 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link 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

J-9

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: _____
Title: _____
Telephone: _____
Fax: _____
Email: _____

K.2 Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions.

“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) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d) 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, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other _____.

(f) Contractor representations.

The offeror represents as part of its offer that it is 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
 - Black American Owned
 - Hispanic American Owned
 - Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(end)

K.3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

- (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, violating federal criminal tax laws, 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

(D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
 - 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) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

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.

(end)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 B-1 Solicitation Provisions Incorporated by Reference (SEPT 2010)

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.aspx>.

| NUMBER | TITLE | DATE |
|--------|--------------------------|----------|
| 3-100 | Instructions to Offerors | APR 2011 |

L.2 Provision 3-210, Protests (SEPT 2010)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
 - (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
 - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
 - (3) the protest shall include the following information:
 - (i) name, address, and fax and telephone numbers of the protestor or its representative;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protestor;
 - (iv) copies of relevant documents;

- (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer at the address in Block 7 on Page 1 of this solicitation by obtaining written and dated acknowledgment of receipt from the individual named in Block 10.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3 Content of Proposals

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:

- (a) Signed cover letter on offeror's letterhead listing all offeror's enclosed documentation, and referencing the solicitation;
- (b) Completed and signed Section A (SF 33).
- (c) Completed Section B.
 - (1) 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;
 - (2) Section B.2 "Certifications" must be completed by an authorized representative of the offeror.
 - (i) 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).
 - (ii) 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.

- (iii) 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).
- (d) 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.
- (e) 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 2 Offer _____ **Pass Fail**

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

Number of Hours Court Requires 24 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.

SECTION M - EVALUATION CRITERIA

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

$$[(A) + (B) + (C)] = \text{Estimated Yearly Contract Price}$$

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.