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
	0755-06-004	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/16/2006	

7. ISSUED BY — CODE

Christopher M. DeToro, Clerk of Court
401 South Michigan Street
PO Box 7003
South Bend, IN 46601

8. ADDRESS OFFER TO *(If other than Item 7)*

James Beatty, Procurement Specialist
401 South Michigan Street
PO Box 7003
South Bend, IN 46601

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 401 South Michigan Street PO Box 7003 South Bend, IN 46601 until 04:00 PM *(Hour)* local time 06/06/2006 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	James Beatty Procurement Specialist	574	986-2222		james_beatty@innb.uscourts.gov

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* — CODE

25. PAYMENT WILL BE MADE BY — CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

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

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.1 Schedule and Prices

Item	Description	Unit Prices		
B.1.1	**Reporting Services**	**Basic**	**1ST Option**	**2nd Option**
101	Daily Rate for Reporting Services	$____/day	$_____/day	$_____/day
102	Half-day Rate for Reporting Services	$ ____½ day	$____½ day	$____½ day
103	Overtime Rate (for continuation of services begun during the Principal Period of Service; payment is in addition to payment of the Daily Rate, 101, or the Half-day Rate, item 102	$_____ /hr	$_____/hr	$_____/hr
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*	$____/page	$_____/page	$_____/page
201a	First Transcript Copy	$____/page	$_____/page	$_____/page
201b	Each Additional Copy to the same party	$____/page	$_____/page	$_____/page
202	Expedited Transcript-Original*	$____/page	$_____/page	$_____/page
202a	First Transcript Copy	$____/page	$_____/page	$_____/page
202b	Each Additional Copy to the same party	$____/page	$_____/page	$_____/page

SECTION B - SCHEDULE AND CERTIFICATIONS

Item	Description	Unit Prices		
B.1.2	**Transcription Services**	**Basic**	**1ST Option**	**2nd Option**
203	Daily Transcript-Original*	$____/page	$_____/page	$_____/page
203a	First Transcript Copy	$____/page	$_____/page	$_____/page
203b	Each Additional Copy to the same party	$____/page	$_____/page	$_____/page
204	Hourly Transcript-Original*	$____/page	$_____/page	$_____/page
204a	First Transcript Copy	$____/page	$_____/page	$_____/page
204b	Each Additional Copy to the same party	$____/page	$_____/page	$_____/page

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

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

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.2 - Contractor Certifications

B.2.1 Minimum Number of Reporters

The offeror agrees to provide a minimum of 1 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 _____ 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 the Northern District of Indiana has a requirement for contract court reporting services at the following location: 230 North Fourth Street, Lafayette, IN 46907.

C.1 Introduction

In accordance with the statute, 28 U.S.C. § 753(g): 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.

Contract Court Reporting Services are authorized by 28 U.S.C. Section 753(g). However, in 1994, the Judicial Conference disapproved the use of real-time court reporting as a method for taking the record in bankruptcy courts.

C.2 Definitions

a) Contractor - Individual/entity to whom the contract is awarded. May also be the reporter if the contractor is an individual who also reports. The contractor may have other reporters working for him/her either as employees or subcontractors. The Service Contract Act and attached wage determination only apply if the reporters are employees of the contractor rather than subcontractors.

b) Reporter - Individual who is actually taking and producing the record. May also be the contractor (see "Contractor" above). The contractor is ultimately the responsible entity.

c) Prime Court Reporting Experience - Reporting in the free lance field of service, in other courts, or a combination thereof (e.g., depositions, adversary proceedings before a presiding official, grand jury proceedings).

d) 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.

SECTION C - STATEMENT OF WORK

C.3 Scope of Work

C.3.a The estimate for contract court reporting services subject to this contract is (per year): 10 full reporting days; 5 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.1. The Contractor shall provide reporters who perform reporting services and transcription services in accordance with 28 U.S.C. § 753 (Attachment J.1), with the policies of the Judicial Conference of the United States as described herein, and with the terms of this Contract. The Court estimates that a minimum of 1 contract reporters will be required to be available at any given time to fulfill these requirements. (Note: The Government does not guarantee any particular level of effort under this contract, nor does it guarantee that the minimum estimated number of reporters will actually be needed.) The Contractor and all reporters working under the Contract shall observe comply with, and be bound by all of the Contracting Officer's instructions in matters affecting the composition of the record, the public or private nature of the proceedings, the adjournment of the proceedings to other times or places, the appropriate demeanor of the reporters, and other matters of like character. The parties agree that no provision of this contract shall be construed to create an employer-employee relationship between the Court and the Contractor and/or the reporters.

C.3.c In the event that the court's total requirement at any given time for contract reporters exceeds the minimum number estimated under paragraph C.3.b above, the Contracting Officer will make such requirement known to the contractor. The contractor shall be under no obligation to accept such an order; if the contractor does agree to satisfy the requirement, all terms and conditions of this contract shall apply.

C.3.d The reporting of any proceedings already in progress at the time of award and the transcription of the record of such proceedings are outside the scope of this Contract, unless the Contracting Officer elects to have the Contractor assume responsibility for the reporting of the balance of such proceedings, from and after a date which the Contracting Officer may determine.

SECTION C - STATEMENT OF WORK

C.4 Qualifications of Reporters Working Under the Contract

C.4.a Stenotype Reporters - REQUIREMENT A

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

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

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

SECTION C - STATEMENT OF WORK

C.5 Equipment

The Contractor shall provide all supplies and equipment necessary to carry out the reporter 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.

The reporter shall incorporate into the record everything which any individual speaks during a proceeding unless the presiding judicial officer directs otherwise. 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.

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

For orders placed under Items 101, 102, 103, 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 B.2.3 shall take precedence. The principal period of service is considered to be the normal hours of Court operation which are 09:00 a.m. to 04:00 p.m. The morning session is considered to be from 09:00 a.m. to 11:59 a.m./p.m., and the afternoon session is considered to be from 01:00 p.m. to 04:00 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 230 North Fourth Street, Lafayette, IN 46907. The Contractor shall receive no additional payments for expenses for transportation or subsistence incurred during travel to any of these designated Court locations. If reporting services are required at a proceeding which will take place outside the designated Place of Performance, the Contracting Officer will make known

the requirement to the Contractor. If the Contractor agrees to satisfy the requirement, all terms and conditions of this contract shall apply; if the contractor is unable or unwilling to meet the requirement, such requirement shall be considered outside the scope of this contract, and the Government may proceed to procure the services of a substitute. If the Contractor agrees to satisfy the requirement, the Contractor shall be paid in accordance with the rates for services during the principal period of service and overtime. The time used for computing such payment shall include each day or part thereof during which the reporter assigned under the Contract is traveling, including those days involving travel exclusively. In addition to the reporting fees, the Contractor shall receive reimbursement in accordance with the travel regulations contained in Volume I of the Guide to Judiciary Policies and Procedures 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): 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 the 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. The reporter 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/her 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.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 of each transcript prepared under each transcript order to the clerk for the public records of the Court, without charge, within 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.

C.7.d Delivery classification - 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 expedited, daily, or hourly 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) Expedited - Within seven (7) calendar days.
ii) 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.
iii) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.

C.7.e In accordance with Rules 8006 and 8007, Federal Rules of Bankruptcy Procedure:

The record on appeal to the district court or to the bankruptcy appellate panel shall include items designated by the parties. If the record designated by any party includes a transcript of any proceeding or a part thereof, the party shall, immediately after filing the designation, deliver to the reporter and file with the Bankruptcy Court Clerk a written request for the transcript and make satisfactory arrangements for payment of its cost.

On receipt of a request for a transcript, the reporter shall acknowledge on the

the date it was received and the date on which the reporter expects to have the transcript completed and shall transmit the request, so endorsed, to the Bankruptcy Court Clerk or the Clerk of the Bankruptcy Appellate Panel.

On completion of the transcript the reporter shall file it with the Bankruptcy Court Clerk, and, if required, notify the Clerk of the Bankruptcy Appellate Panel. If the transcript cannot be completed within 30 days of receipt of the request, the reporter shall seek an extension of time from the Bankruptcy Court Clerk or the Clerk of the Bankruptcy Appellate Panel and the action of the Clerk shall be entered in the docket and the parties notified.

If the reporter does not file the transcript within the time allowed, the Bankruptcy Court Clerk or the Clerk of the Bankruptcy Appellate Panel shall notify the bankruptcy judge of record.

In regards with appeals from district courts or bankruptcy appellate panels exercising appellate jurisdiction in bankruptcy cases, 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 motion outstanding of a type specified in Rule 4(a)(4)(A), whichever is later, the appellant shall order from the reporter a transcript of such parts of the proceedings not already on file as the appellant considers necessary. The order shall be in writing and within the same period a copy shall be filed with the Clerk of the District Court or the Clerk of the Bankruptcy Appellate Panel.

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

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

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

Upon receipt of a transcript order, the reporter shall acknowledge in the appropriate space on the face of the order, receipt of the order and the date the transcript will be completed and shall transmit the order to the clerk of the court of appeals. If the transcript cannot be completed within 30 days of receipt of the order, the reporter shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified. If the reporter fails to

file the transcript within the time allowed, the provisions of Clause G.4 "Delinquent Transcripts," shall apply. Upon completion of the transcript, the reporter shall file it (within 3 working days after delivery to the requesting party) with the clerk of the District Court or Clerk of the Bankruptcy Appellate Panel, and shall notify the Clerk of the Court of Appeals that the transcript has been completed and filed with the District Court or the Bankruptcy Appellate Panel.

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. The reporter may require any party requesting a transcript to prepay the estimated fee in advance except transcripts that are to be paid for by the United States. The maximum rates and delivery times for original transcripts and copies approved in the Northern District of Indiana are at Attachment J.3. The Court shall have no liability to the Contractor for payment of transcript fees for transcript 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 cost and the cost for expedited delivery.

Apportioning the total cost of accelerated transcript services equally among parties is prohibited unless approved in advance by the Court. In those cases where accelerated transcript services are provided, the party from whom the request originated shall pay for the original. No other fees may be charged, except those allowed under this contract.

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

There are sanctions for overcharging parties or the court for transcript. Those sanctions may include the cancellation of the contract and the restitution of overcharges.

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 Chapter XVIII. Transcript Format, Guide to Judiciary Policies and Procedures, Volume VI, is at Attachment J.7.

C.7.h Report of Orders Received - The Contractor will be required to provide to the Contracting Officer monthly records and reports relating to the type and amount of the transcripts ordered and produced and fees charged.

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 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. A transcript or an electronic recording shall be filed 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 Conferences at that time

C.9 Packaging and Marking

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

> "In accordance with 28 U.S.C. § 753(b), I certify that these original notes are a true and correct record of proceedings in the United States _____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 JP3 Clauses 2-2B, Inspection of Services (Jan 2003)

(a) The contractor shall use and maintain a written inspection or quality control system acceptable to the judiciary for the services under this contract. The contractor shall tender to the judiciary for acceptance only products which have been inspected in accordance with the acceptable inspection system and have been found by the contractor to be in conformity with contract requirements. As part of the system, the contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the judiciary during contract performance and for at least three years after acceptance. The judiciary has the right to evaluate the acceptability and effectiveness of the contractor's inspection system before award and during contract performance. This evaluation may be used to determine the extent of judiciary inspection and testing, but this does not waive its right to inspect and test all services. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

(b) The judiciary has the right to inspect and test all services provided under this contract, to the extent practicable, at all times and places during the term of the contract. The judiciary will perform inspections and tests in a manner that will not unduly delay the work.

(c) If requested by the judiciary, the contractor shall provide, without charge, all reasonable facilities and assistance to the judiciary inspectors. If the judiciary performs inspections or tests on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(d) If any of the services do not conform with contract requirements, the judiciary may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the judiciary may:

   (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and

   (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the judiciary may:

(1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the judiciary that is directly related to the performance of such service; or

(2) terminate the contract for default.

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 AGREEMENT

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 Geographical Scope, and (iii) any credit or other deduction.

(e) Each invoice for transcript shall contain the following information:

(i) the contract number,
(ii) the Transcript Order number,
(iii) the contract item number,
(iv) the name of the proceeding and its docket number,
(v) the name of the Original Transcript Recipient,
(vi) the kind of transcript,
(vii) the number of pages of transcript and the per page rate,
(viii) extended totals. (In appropriate cases, each invoice shall contain the amount of any credit for delinquent delivery or other deduction.)

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

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

(a) The Contractor shall be paid at the schedule rates for reporting services. The fees of reporters shall be paid on the basis of full days, half days, and overtime hours.

(1) The Contractor shall be paid the half-day rate when the reporter is present at the designated place for up to 4 ½ hours; if present from 4 ½ to 9 hours, the Contractor shall be paid the full-day rate.

(2) The Contractor shall be paid the full daily rate regardless of the number of hours of reporting services provided during the principal period of service whenever the reporter is present at the designated place during both the morning session and the afternoon session because of actual reporting or because of instructions to attend in anticipation of reporting. For example, if the reporter is present from 11:00 a.m until 2:00 p.m., the Contractor shall be paid the full-day rate.

(3) The Contractor shall be paid at the Overtime rate for that portion of service which exceeds nine (9) hours past the starting time of the morning session established in Section C.6.b.

G.3 Failure of Qualified Reporter to Appear

(a) If after proper notification and agreement which satisfies the Minimum Notice Requirement, or agreement on the part of the Contractor to provide reporting services for a proceeding which would otherwise be outside the scope of this contract, the reporter fails to appear at the time and place specified for the proceeding, or if the Contractor provides a reporter who does not satisfy the reporter qualification requirements of this contract, the Contracting Officer may:

(1) Procure the services of a substitute, and the Contractor shall be responsible for all costs in excess of the reporting services costs the Court would have incurred if the reporter had performed the work in accordance with this contract. The Contracting Officer shall deduct such excess costs from any sums payable or

which become payable to the Contractor, or if there are no further payments due the Contractor, the Contractor shall reimburse the Government; or

(2) Delay the proceeding until the reporter appears. Under Item B.1.1(101 and 101A), if the reporter appears at the proceeding thirty (30) minutes or more late, the reporting fee for that day shall be reduced by one-twelfth (1/12) of the daily rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof. Under Item 102 and 102A, if the reporter appears at the proceeding thirty (30) minutes or more late, the reporting fee for that half day shall be reduced by one-sixth (1/6) of the half-day rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof.

(3) For repeated instances of a failure of reporter to appear, the Government may seek any and all remedies available under the contract, including termination for default pursuant to JP3 Clause 7-230 incorporated in Section I.28.

(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.

G.4 Delinquent Transcripts

(a) The reporter may charge only 90 percent of the prescribed fee for transcript of a case on appeal 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 then 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 JP3 Clause 1-1, Employment by the Government - (JAN 2003)

(a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.

(b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.

(c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.

(d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.

(e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including terminations.

H.2 Confidentiality and Classified Data - AOUSC 2003

(a) The Government and Contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.

(b) The Contracting Officer will advise the Contractor whenever the Government places a Reporting Services Order for a proceeding which will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide a Reporter, in which event such services shall be outside the scope of this contract.

(c) The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.

(d) The Contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to perform transcription services under this contract.

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

H.3 JP3 Provision 3-75, Limited Criminal Background Suitability Check - (JAN 2003)

All vendor employees working on-site at court facilities will be required to complete GSA Form 176, Statement of Personal History, in order that a limited criminal background suitability check may be performed. No vendor employee will be granted access for work at court facilities if they have been convicted of a felony without the specific approval of the Clerk.

H.4 JP3 Clause 2-65, Key Personnel - (JAN 2003)

(1) Individuals identified in attachment J3 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:

(2) All substitutes shall have qualifications at least equal to those of the person being replaced.

(3) 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.

(4) 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.

(5) Where individuals proposed as key personnel become unavailable between the submission of the final offer revisions and contract award because of sudden illness, death or termination of employment, within 5 days following contract award, the contractor shall notify the contracting officer in writing of such unavailability and shall identify who will be performing, if required, as the temporary substitute. Within 15 days following contract award, the contractor shall submit in writing to the contracting officer, proposed substitutions for the unavailable individuals.

(6) 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.

(7) Resumes shall be limited to no more than 4 pages per individual. As a minimum, resumes shall include the following:

- (a) name of person;
- (b) functional responsibility;
- (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- (d) citizenship status;
- (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
- (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(8) 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 JP3 Clause 7-85, Examination of Records - (JAN 2003)

(a) The judiciary will have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract, until three years after final payment under this contract, or for any shorter period specified for particular records.

(b) The contractor agrees to include in all subcontracts under this contract a provision to the effect that the judiciary will have until three years after final payment under the contract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term subcontract as used in this clause excludes:

(1) purchase orders; and

(2) subcontracts for public utility services at rates established for uniform applicability to the general public.

I.2 JP3 Clause 7-235, Disputes - (JAN 2003)

(a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.

(b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.

(c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a

determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.

(d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

I.3 JP3 Clause 1-5, Conflict of Interest - (JAN 2003)

(a) In addition to the obligations embodied in the contractor's code of ethics, the contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.

(b) The contractor shall immediately notify the contracting officer when a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary which is considered to be a conflict of interest related to the services provided under this agreement or when such request or receipt is questionable.

(c) The judiciary reserves the right to refuse to allow the contractor to undertake any conflicting agreements with non-judiciary clients, or to terminate this agreement without cost to the judiciary, if the contracting officer determines that a conflict of interest exists.

(d) The contractor, any officer, employee, or agent of the contractor, shall not (1) hold any position or official relationship with; (2) own any financial interest (including stocks and bonds) in; (3) have any other interest in; nor (4) be a participant in any proceeding for which the contractor provides services under this contract.

(e) In the event the contractor has reason to believe that providing services under this contract would be in violation of this section, the contractor shall notify the contracting officer immediately in writing. The services which the contracting officer determines would be in violation of this section shall be outside the scope of this contract.

I.4 Ordering - AOUSC 2000

(a) Reporting Services

(1) The Contracting Officer shall place written or oral orders with the Contractor

for necessary reporting services specifying the date, time and place at which the reporter shall be present to report the proceedings. If the Contracting Officer so requires, the Contractor shall provide a written or oral acknowledgment. The Contracting Officer reserves the right to cancel any order, without penalty or charge, provided the Contractor is notified AT ANY TIME, up to and including 5:00 p.m. on the business day preceding the date for which services were requested. In the event the Contracting Officer fails to afford the Contractor the requisite notice of cancellation and a reporter appears , the Contracting Officer will pay the Contractor in accordance with the schedule rates for a half-day of reporting services.

(2) The Contracting Officer will notify the contractor of the number of reporters required under an order at the time an order is placed. If the total number of reporters required under the instant and all other uncompleted orders exceeds the number of reporters as stated in Section C.3.b, the contractor may agree to satisfy the instant requirement, in which case all terms and conditions of this contract shall apply. Prior to supplying any reporters not listed in Attachment J.2, they shall be approved in accordance with Clause H.4 "Key Personnel". In the event that the contractor refuses or is unable to provide extra reporters, such requirements shall be considered outside the scope of this contract, and the Contracting Officer may proceed to satisfy the requirement through another source on an "as-needed" basis.

(3) The Government will provide the Contractor with the minimum notice stated in Section C.6.b prior to the required time for a reporter to appear. When it is impossible to satisfy the minimum notice requirement with respect to a proceeding to be conducted during the Principal Period of Service, the Contracting Officer will make reasonable attempts to make known the requirement to the Contractor. The Contractor may agree to satisfy the requirement, or may refuse because of the Contracting Officer's inability to satisfy the minimum notice requirement. If the Contractor agrees to satisfy the requirement, all terms and conditions of the contract shall apply with the exception of the applicable minimum notice requirements. If the Contractor refuses to satisfy the requirement, or if the Contracting Officer is unable to notify the Contractor of the requirement, after reasonable attempts, such a requirement shall be outside the scope of this contract, and the Contracting Officer may proceed in any reasonable manner to satisfy the requirement

through another source.

(4) If there is a need for reporting proceedings which will commence outside the Principal Period of Service, the Contracting Officer will make reasonable attempts to make known the requirement to the Contractor. If the Contractor agrees to satisfy the requirement, the Contracting Officer and the Contractor shall agree upon a rate for such services, and all terms and conditions of this contract shall apply with the exception of the Principal Period of Service and the rate for reporting services. The agreed-upon rate shall apply only for the instant requirement and only for those reporting services which the Contractor provides outside the normal hours of Court operation, without interruption. The agreed-upon reporting services rate shall not vary the rates for the production of transcript. If the Contractor declines to provide such services, or if the parties fail to agree upon a rate for such services, or if the Contracting Officer is unable to make known the requirement to the Contractor after reasonable attempts, such requirement shall be considered outside the scope of this contract, and the Contracting Officer may proceed in any manner to satisfy the requirement through another source.

(5) If reporting services are required at a proceeding which will take place outside the designated Principal Place of Performance, the Contracting Officer will make known the requirement to the Contractor. The Contractor may agree to provide a Reporter to satisfy the requirement, or may decline the request because the proceedings will take place outside the Principal Place of Performance. This requirement shall be outside the scope of this contract, and the Government 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. If provisions of paragraph (a)(3) of this clause do not apply, 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 I of the *Guide to Judiciary Policies and Procedures*, 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 request of a party or order of Court, the reporter shall prepare accurate, written transcript which shall constitute a full and verbatim transcription of the record of the proceeding, or that portion of the proceeding ordered.

(2) Transcripts required by the district courts may be ordered on Standard Form 1034 - Public Voucher for Purchases and Services Other Than Personal (Attachment J.4), on Criminal Justice Act Form 24 (Attachment J.5), on AO 435 - Transcript Order form (Attachment J.6), or on any other form provided by the Contracting Officer. These forms also serve as vouchers authorizing payment to the Contractor for transcripts prepared.

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

I.5 JP3 Clause 7-35, Disclosure or Use of Information - (JAN 2003)

(a) Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer.

(b) To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this

contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.

(c) The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to $10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with authorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

(d) Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others.

(e) Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.

(f) The judiciary 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.

(g) The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.

(h) The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.

(i) 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 services under this contract.

(j) Notwithstanding any other provision of this contract, the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document 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 document containing classified material or information after the delivery of the original to the contracting officer.

I.6 JP3 Clause 7-40, Judiciary - Contractor Relationships - (JAN 2003)

(a) The judiciary and the contractor understand and agree that the services to be delivered under this contract by the contractor to the judiciary are non-personal services. The parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the judiciary and the contractor and/or between the judiciary and the contractor's employees. It is therefore, in the best interest of the judiciary to afford the parties a full and complete understanding of their respective obligations.

(b) The contractor and/or the contractor's personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer;

(2) be placed in a staff or policy making position;

(3) be placed in a position of command, supervision, administration or control over judiciary personnel or the personnel of other contractors, or become a part of the judiciary organization;

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.

(c) *Employee Relationship*

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgement and discretion on behalf of the judiciary. The contractor's employees will act and exercise personal judgement and discretion on the behalf of the contractor, as directed by the contractor's supervisory personnel, and in accordance with the contract terms and conditions.

(2) Rules, regulations, directions, and requirements issued by the judiciary under the judiciary's responsibility for good order, administration, security, and safety are applicable to all personnel physically located on-site, inclusive of contractor personnel who are required under the terms and conditions of this contract to be so located.. This is not to be construed or interpreted to establish any degree of judiciary control which is inconsistent with a non-personal services contract.

I.7 Clause 2-90D, Option to Extend the Term of the Contract - (JAN 2003)

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 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 36 months.

I.8 JP3 Clause 4-5, Ordering - (JAN 2003)

(a) Any products and services to be furnished under this contract will be ordered by

issuance of oral or written delivery orders or task orders by the individuals or activities designated in the schedule. Such orders may be issued from the effective date of the contract through the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract and will specify the date, time and place for the services to be performed. If the contracting officer so requires, the contractor shall provide a written or oral acknowledgment. In the event of a conflict between a delivery order or a task order and this contract, this contract will control.

(c) If mailed, a delivery order or a task order is considered "issued" when the judiciary deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(d) Period of delivery or performance of the order is specified in each order. If the time in the order extends beyond the base contract period, it will be considered to extend the period of delivery or performance of the basic contract for all purposes other than placement of any new orders beyond the base contract's expiration period.

(e) The contracting officer reserves the right to cancel any order, without penalty or charge, provided the contractor is notified AT ANY TIME, up to and including 5:00 p.m. local time on the business day preceding the date for which services were requested. In the event the contracting officer fails to afford the contractor the requisite notice of cancellation and a contractor employee appears , the contracting officer will pay the contractor rates for a half-day of services, in accordance with the schedule.

(f) The contracting officer will notify the contractor of the number of contractor employees required under an order at the time an order is placed. If the total number of contractor employees required under the instant and all other uncompleted orders exceeds the number of as stated in Section C, the contractor may agree to satisfy the instant requirement, in which case all terms and conditions of this contract will apply. Prior to supplying any contractor employees not listed in Section J, they shall be approved in accordance with JP3 Clause 2-65, "Key Personnel (Section H.4)." In the event that the contractor refuses or is unable to provide extra contractor employees, such requirements will be considered outside the scope of this contract, and the contracting officer may proceed to satisfy the requirement through another source on an "as-needed" basis.

(g) The judiciary will provide the contractor with the minimum notice stated in Section C prior to the required time for a contractor employee to appear. When it is impossible to satisfy the minimum notice requirement with respect to a proceeding to be conducted during the Principal Period of Service, the contracting officer will make reasonable attempts to make known the requirement to the contractor. The contractor may agree

to satisfy the requirement, or may refuse because of the contracting officer's inability to satisfy the minimum notice requirement. If the contractor agrees to satisfy the requirement, all terms and conditions of the contract shall apply with the exception of the applicable minimum notice requirements. If the contractor refuses to satisfy the requirement, or if the contracting officer is unable to notify the contractor of the requirement, after reasonable attempts, such a requirement shall be outside the scope of this contract, and the contracting officer may proceed in any reasonable manner to satisfy the requirement through another source.

(h) If there is a need for services which will commence outside the Principal Period of Service, the contracting officer will make reasonable attempts to make known the requirement to the contractor. If the contractor agrees to satisfy the requirement, the contracting officer and the contractor shall agree upon a rate for such services, and all terms and conditions of this contract will apply with the exception of the Principal Period of Service and the rate for the services. The agreed-upon rate shall apply only for the instant requirement and only for those services which the contractor provides outside the normal hours of operation, without interruption. The agreed-upon services rate shall not vary the rates for the production of deliverable. If the contractor declines to provide such services, or if the parties fail to agree upon a rate for such services, or if the contracting officer is unable to make known the requirement to the contractor after reasonable attempts, such requirement shall be considered outside the scope of this contract, and the contracting officer may proceed in any manner to satisfy the requirement through another source.

(i) If services are required at a time which will take place outside the designated Principal Place of Performance, the contracting officer will make known the requirement to the contractor. The contractor may agree to provide a key person to satisfy the requirement, or may decline the request because the service will take place outside the principal place of performance. This requirement will 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 will apply, including the provisions of paragraph (a)(3) of this clause. If provisions of paragraph (a)(3) of this clause do not apply, the contractor will be paid in accordance with the rates for services during the principal period of service and overtime. The time used for computing such payment will include each day or part thereof during which the key person assigned under the contract is traveling, including those days involving travel exclusively. In addition to the key person fees, the contractor will receive reimbursement in accordance with the travel regulations contained in Volume I of the *Guide to Judiciary Policies and Procedures*, 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.

I.9 JP3 Clause 1-10, Gratuities or Gifts - (JAN 2003)

The judiciary may terminate this contract for default if, after investigation, the contracting officer determines that the contractor, its agent or other representative:

(1) offered or gave a gratuity or gift to an officer or employee of the judiciary; and

(2) intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

I.10 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 office may exercise the option by written notice to the contractor within 60 calendar days prior to the then current expiration date of this contract.

I.11 JP3 Clause 3-25, Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment - (JAN 2003)

(a) The government suspends or debars contractors to protect the government's interests (including the judiciary). The contractor shall not enter into any subcontract in excess of $25,000 with a contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the federal government.

(c) A corporate officer or a designee of the contractor shall notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment. The notice shall include the following:

(1) the name of the subcontractor;
(2) the contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
(3) the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs; and
(4) the systems and procedures the contractor has established to ensure that it is fully protecting the judiciary's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

I.12 JP3 Clause 7-185, Changes -(JAN 2003)

(a) The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
(1) drawings, designs, or specifications when the products to be furnished are to be specially manufactured for the judiciary in accordance with the drawings, designs, or specifications;
(2) statement of work or description of services to be performed;
(3) method of shipment or packing of products;
(4) place of delivery of products or place of performance;
(5) delivery or performance schedule, time (i.e. hours of the day, days of the week, etc.) or place of delivery or performance of services;
(6) judiciary-furnished property or facilities.

(b) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this clause, provided that the contractor gives the contracting officer written notice stating (1) the date, circumstances, and source of the order and (2) that the contractor regards the order as a change order.

(c) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the contracting officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.

(d) The contractor shall assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts

justify it, the contracting officer may receive and act upon an offer submitted before final payment of the contract.

(e) If the contractor's offer includes the cost of property made obsolete or excess by the change, the contracting officer will have the right to prescribe the manner of the disposition of the property.

(f) Failure to agree to any adjustment is a dispute under the Disputes clause. However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

(g) No products or services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of the contracting officer.

I.13 JP3 Clause 7-220, Termination for Convenience of the Judiciary (Fixed-Price) - (JAN 2003)

(a) The judiciary may terminate performance of work under this contract in whole or, from time to time, in part if the contracting officer determines that termination is in the judiciary's interest. The contracting officer will terminate by delivering to the contractor a notice of termination specifying the extent of the termination and the effective date.

(b) After receipt of a notice of termination, and except as directed by the contracting officer, the contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) stop work as specified in the notice;

(2) place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities except as necessary to complete the continued portion of the contract;

(3) terminate all orders and subcontracts to the extent they relate to the work terminated;

(4) assign to the judiciary, as directed by the contracting officer, all right, title, and interest of the contractor under the subcontracts terminated, in which case the judiciary shall have the right to settle or to pay any termination settlement offer arising out of those terminations;

(5) with written approval or ratification to the extent required by the contracting officer, settle all outstanding liabilities and termination settlement offers arising from the termination of subcontracts; the written approval or ratification will be final for purposes of this clause;

(6) as directed by the contracting officer, transfer title and deliver to the judiciary:

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the judiciary;

(7) complete performance of the work not terminated;

(8) take any action that may be necessary, or that the contracting officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the judiciary has or may acquire an interest;

(9) use its best efforts to sell, as directed or authorized by the contracting officer, any property of the types referred to in paragraph (b)(6) of this clause, *provided*, however, that the contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved in writing by, the contracting officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the judiciary under this contract, credited to the price or cost of the work, or paid in any other manner directed by the contracting officer.

(c) The contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the contracting officer upon written request of the contractor within this 120-day period.

(d) After expiration of the plant clearance period, the contractor may submit to the contracting officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the contracting officer. The contractor may request the judiciary to remove those items or enter into an agreement for their storage. Within 15 days, the judiciary will accept title to those items and remove them or enter into a storage agreement. The contracting officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and will correct the list, as necessary, before final settlement.

(e) After termination, the contractor shall submit a final termination settlement offer to the contracting officer in the form and with the certification prescribed by the contracting officer. The contractor shall submit the offer promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the contracting officer upon written request of the contractor within this 1-year period. However, if the contracting officer determines that the facts justify it, a termination settlement offer may be received and acted on after the 1 year or any extension. If the contractor fails to submit the offer within the time allowed, the contracting officer may determine, on the basis of

information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the contractor and contracting officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract will be modified, and the contractor paid the agreed amount. Paragraph (g) of this clause will not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the contractor and the contracting officer fail to agree on the whole amount to be paid because of the termination of work, the contracting officer will pay the contractor amounts determined by the contracting officer as follow, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) the contract price for completed products or services accepted by the judiciary (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges;

(2) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to products or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) the cost of settling and paying termination settlement offers under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) a sum, as profit on subdivision (g)(2)(i) of this clause, determined by the contracting officer; in effect on the date of the contract, to be fair and reasonable; however, if it appears that the contractor would have sustained a loss on the entire contract had it been completed, the contracting officer will allow no profit under this subdivision (g)(2)(iii) and will reduce the settlement to reflect the indicated rate of loss.

(3) the reasonable costs of settlement of the work terminated, including:

(i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement offers and supporting data;

(ii) the termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the judiciary expressly assumed the risk of loss, the contracting officer will exclude from the amounts payable to the contractor under paragraph (g) of this clause, the fair value, as determined by the contracting officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the judiciary or to a buyer.

(i) The cost principles and procedures of *JP3* Chapter 5, in effect on the date of this contract, will govern all costs claimed, agreed to, or determined under this clause.

(j) The contractor shall have the right of appeal under the Disputes clause, from any determination made by the contracting officer under paragraph (e), (g), or (l) of this clause, except that if the contractor has failed to submit the termination settlement offer or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request an extension of time, there is no right of appeal.

(k) In arriving at the amount due the contractor under this clause, there will be deducted:

(1) all unliquidated advance or other payments to the contractor under the terminated portion of this contract;

(2) any claim which the judiciary has against the contractor under this contract; and

(3) the agreed price for, or the proceeds of sale of materials, products, or other things acquired by the contractor or sold under the provisions of this clause and not recovered by or credited to the judiciary.

(l) If the termination is partial, the contractor may file an offer with the contracting officer for an equitable adjustment of the price(s) of the continued portion of the contract. The contracting officer will make any equitable adjustment agreed upon. Any offer by the contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the contracting officer.

(m) (1) The judiciary may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the contractor for the terminated portion of the contract, if the contracting officer believes the total of these payments will not exceed the amount to which the contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the contractor shall repay the excess to the judiciary upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest will be computed for the period from the date the excess is repaid. Interest will not be charged on any excess payment

due to a reduction in the contractor's termination settlement offer because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the contracting officer because of the circumstances.

(n) Unless otherwise provided in this contract, or by statute, the contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The contractor shall make these records and documents available to the judiciary, at the contractor's office, at all reasonable times, without any direct charge. If approved in writing by the contracting officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.14 JP3 Clause 7-120, Availability of Funds for the Next Fiscal Year - (JAN 2003)

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

I.15 JP3 Clause 7-150, Extras - (JAN 2003)

Except as otherwise provided in this contract, no payment for extras will be made unless such extras, and the price for such extras, have been authorized in writing by the contracting officer.

I.16 JP3 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)

(a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

(b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

I.17 JP3 Clause 1-1, Gratuities or Gifts

The judiciary may terminate this contract for default if, after investigation, the contracting officer determines that the contractor, its agent or other representative:

(1) offered or gave a gratuity or gift to an officer or employee of the judiciary; and

(2) intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

I.18 JP3 Clause 3-45, Anti-Kickback Procedures - (JAN 2003)

(a) *Definitions*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining products, materials, equipment, or services of any kind.

"Prime contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining products, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime contractor, who offers to furnish or furnishes any products, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general products to the prime contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) (the Act), prohibits any person from:

(1) providing or attempting to provide or offering to provide any kickback;

(2) soliciting, accepting, or attempting to accept any kickback; or

(3) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

(c) (1) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting office, the head of the contracting office if it does not have an inspector general, or the Department of Justice.

(3) The contractor shall cooperate fully with any federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The contracting officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the prime contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The contracting officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the prime contractor shall notify the contracting officer when the monies are withheld.

(5) The contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed the judiciary's small purchase threshold.

I.19 JP3 Clause 4-20, Requirements - (JAN 2003)

(a) This is an indefinite-delivery requirements contract for the products or services specified, and effective for the period stated in the schedule. The quantities of products or services specified in the schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the judiciary's requirements

do not result in orders in the quantities described as "estimated" or "maximum" in the schedule, that fact will not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the contractor shall furnish to the judiciary all products or services specified in the schedule and called for by orders issued in accordance with the Ordering clause.

(c) Except as this contract otherwise provides, the judiciary will order from the contractor all the products or services specified in the schedule that are required to be purchased by the activity or activities specified in the schedule.

(d) The judiciary is not required to purchase from the contractor requirements in excess of any limit on total orders under this contract.

(e) If the judiciary urgently requires delivery or performance of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the judiciary may acquire the urgently required products or services from another source. In the event that the contractor accepts such an order for accelerated delivery, such accelerated delivery shall not constitute the basis for an equitable price adjustment.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract will govern the contractor's and judiciary's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

I.20 JP3 Clause 3-160, Service Contract Act of 1965, as Amended - (JAN 2003)

(a) *Definitions*

"Act", as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*).

"Contractor", as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Judiciary Prime Contractor."

"Service employee", as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) *Applicability* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4).

(c) *Compensation*

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) The conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employees. The contractor shall submit a written report of the proposed conforming action, including information regarding the agreement or disagreement of the employees' authorized representative or, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after the unlisted class of employees performs any contract work. The contracting officer will review the proposed action and promptly submit a report of it, including the contractor's information, together with the contracting officer's recommendation and all pertinent information, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division will be transmitted to the contracting officer, who will

promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination, or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of conformable wage rate(s) is the concept that a pay relationship shall be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract that are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken, but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall

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in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work will be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division will make a final determination of conformed classification, wage rate, and/or fringe benefits which will be retroactive to the date the class of employees commenced contract work..

(3) *Adjustment of compensation* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract, will be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits* The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage* In the absence of a minimum-wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause will relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) *Successor contracts* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of a minimum wage attachment for this contract setting forth such collective bargained agreement wage rates and fringe benefits, neither the

contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not the employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement.

No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in section 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures in 29 CFR 4.10 and/or 4.11 that some or all of the wages and/or fringe benefits in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees* The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to the contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions* The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor that are unsanitary, hazardous or dangerous to the health or safety of service employees. The contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) for each employee subject to the Act:

(A) name, address, and social security number;

(B) correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefit, and total daily and weekly compensation;

(C) daily and weekly hours worked by each employee; and

(D) any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription will be a violation of the regulations and this contract, and in the case of failure to produce these records, the contracting officer, upon direction of the Department of Labor and notification to the contractor, will take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) *Pay Periods* The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

(k) *Withholding of payments and termination of contract* The contracting officer will withhold or cause to be withheld from the judiciary prime contractor under this or any other judiciary contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay employees subject to the Act all or part of the wages or fringe benefits due under the Act, the contracting officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the judiciary may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(l) *Subcontracts* The contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees* If wages to be paid or fringe benefits to be furnished any service employees employed by the judiciary prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the judiciary prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list* Not less than ten days prior to completion of any contract being

performed at a judiciary facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime contractor shall furnish the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer will turn over such list to the successor contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) (1) *Contractor's certification* By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded judiciary contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract will be subcontracted to any person or firm ineligible for award of a judiciary contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of judiciary business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, or physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of

apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in a written approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

(s) *Tips* An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR, part 31. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. O use this provision:

(1) the employer shall inform tipped employees about this tip credit allowance before the credit is used;

(2) the employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) the employer shall be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through a combination of direct wages and tip credit; and

(4) the use of such tip credit shall have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards* The U.S. Department of Labor has set forth in 29 CFR parts 4,6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting office, the U.S. Department of Labor, or the employees or their representatives.

I.21 JP3 Clause 6-20, Insurance - Work on a Judiciary Installation - (JAN 2003)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a judiciary installation and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

I.22 JP3 Clause 6-40, Federal, State, and Local Taxes - (JAN 2003)

(a) "Contract date" means the effective date of this contract or modification.
"All applicable federal, state, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
"After-imposed federal tax," as used in this clause, means any new or increased federal excise tax or duty, or tax that was exempted on the contract date but whose exemption

was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved federal tax," as used in this clause, means any amount of federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the contractor is not required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Local taxes," as used in this clause, means any taxes that a local governing organization (i.e. city or county) taxing authority is imposing and collecting on the transactions or property covered by this contract.

(b) The contract price includes all applicable federal, state, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed federal tax, provided the contractor warrants in writing that no amount for such newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved federal tax.

(e) The contract price shall be decreased by the amount of any federal excise tax or duty, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

g) The contractor shall promptly notify the contracting officer of all matters relating to any federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the contracting officer directs.

(h) The judiciary shall, without liability, furnish evidence appropriate to establish exemption from any federal, state, or local tax when the contractor requests such evidence and a reasonable basis exists to sustain the exemption.

I.23 JP3 Clause 7-135, Payments - (JAN 2003)

The judiciary will pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for products delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this

contract, payment will be made on partial deliveries accepted by the judiciary if:

(1) the amount due on the deliveries warrants it; or

(2) the contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

I.24 JP3 Clause 7-140, Discounts for Prompt Payment - (JAN 2003)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time will be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date will be calculated from the date the designated billing office receives a proper invoice, provided the judiciary annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment will be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when judiciary offices are closed and judiciary business is not expected to be conducted, payment may be made on the following business day.

I.25 JP3 Clause 7-130, Interest (Prompt Payment) - (JAN 2003)

The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.

I.26 JP3 Clause 3-205, Protest after Award - (JAN 2003)

(a) Upon receipt of a notice of protest or a determination that a protest is likely, the contracting officer may, by written order to the contractor, direct the contractor to stop performance of the work called for by this contract. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the

period of work stoppage. Upon receipt of the final decision in the protest, the contracting officer will either:

(1) cancel the stop-work order; or

(2) terminate the work covered by the order as provided in the Default, or the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:

(1) the stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

(2) the contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon an offer at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the judiciary, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The judiciary's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the contractor's intentional or negligent misstatement, misrepresentation, or mis-certification, a protest related to this contract is sustained, and the judiciary pays costs, the judiciary may require the contractor to reimburse the judiciary the amount of such costs. In addition to any other remedy available, the judiciary may collect this debt by offsetting the amount against any payment due the contractor under any contract between the contractor and the judiciary.

I.27 JP3 Clause 7-110, Bankruptcy - (JAN 2003)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five calendar days of the initiation of the bankruptcy proceedings relating to bankruptcy filing. This

notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the petition was filed, and a list of judiciary contract numbers and contracting offices for all judiciary contracts pursuant to which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.28 JP3 Clause 7-230, Termination for Default (Fixed-Price - Products and Services) - (JAN 2003)

(a) (1) The judiciary may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:

(i) deliver the products or to perform the services within the time specified in this contract or any extension;

(ii) make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The judiciary's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the contractor does not cure the failure within 10 days (or more if authorized in writing by the contracting officer) after receipt of the notice from the contracting officer specifying the failure.

(b) If the judiciary terminates this contract in whole or in part, it may acquire, under the terms and in the manner the contracting officer considers appropriate, products or services similar to those terminated, and the contractor will be liable to the judiciary for any excess costs for those products or services. However, the contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the government in its sovereign capacity or of the judiciary in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform shall be beyond the control and without the fault or negligence of the contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were

obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the judiciary may require the contractor to transfer title and deliver to the judiciary, as directed by the contracting officer, any (1) completed products, and (2) partially completed products, and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the contracting officer, the contractor shall also protect and preserve property in its possession in which the judiciary has an interest.

(f) The judiciary will pay the contract price for completed products delivered and accepted. The contractor and contracting officer will agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The judiciary may withhold from these amounts any sum the contracting officer determines to be necessary to protect the judiciary against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the judiciary.

(h) The rights and remedies of the judiciary in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.29 JP3 Clause 7-145, Government Purchase Card - (JAN 2003)

(a) Card holders may use an authorized government purchase card to make payments for orders placed against this contract.

(b) Purchase Card Terms - In accepting the purchase card as payment, the contractor agrees to abide by the terms of the GSA purchase card contract.

(c) Backorder - In accordance with the GSA purchase card contract, the contractor may not charge for back-ordered products before shipment,

(d) Taxes - Government purchases are generally not subject to state or local taxes, with limited exceptions in Arizona, New Mexico and Hawaii.

(e) Unauthorized card - If the contractor determines that the card bearer is not an authorized cardholder, or that the card is not an authorized government purchase card, then the contractor shall immediately notify the contracting officer.

(f) Disputes - Any purchase card disputes will be resolved in accordance with the GSA purchase card contract.

(f) Payments - Purchase card payments will be made in accordance with the GSA purchase card contract.

I.30 JP3 Clause 7-205, Payment for Judiciary Holidays - (JAN 2003)

On judiciary holidays, on-site contractors are not entitled to compensation unless: 1) the contract requires the contractor to be on-site at the judiciary facility during the holiday; 2) the contract specifically provides for compensation to the contractor on Judiciary holidays; or 3) the contractor obtains approval from the Contracting Officer or designated Contracting Officer's Technical Representative to perform work at an off-site location. The following holidays are observed by the judiciary: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

I.31 JP3 Clause 7-210, Payment for Emergency Closures - (JAN 2003)

During an emergency closure of the government taken in its sovereign capacity for the public good, the Judiciary is not obligated to compensate contractors during the emergency closure unless: 1) the contract specifically contractor to be on-site at the Judiciary facility during an emergency closure; 2) the contract specifically provides for compensation to the contractor even when the government acts in its sovereign capacity; or 3) the contractor obtains approval from the Contracting Officer or designated Contracting Officer's Technical Representative to perform work at an off-site location.

SECTION J - LIST OF ATTACHMENTS

J.1 28 U.S.C. § 753

J.2 Reporters Authorized to Work Under This Contract.

J.3 Maximum rates and delivery times for original transcripts and copies.

J.4 Public Voucher for Purchases and Services Other Than Personal, Standard Form 1034.

J.5 **Reserved**

J.6 Transcript Order Form, AO 435

J.7 Chapter XVIII, Guide to Judiciary Policies and Procedures.

J.8 Wage Determination No. _____

J.9 Reporter's Biographical Information Sheet

J.10 Offeror's References Information

TITLE 28 > PART III > CHAPTER 49 > Sec. 753.

Sec. 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[1] 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.

[1] So in original. Probably should be "or as".

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 delivery 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. For the purposes of subchapter III of chapter 83 of title 5 and chapter 84 of such title, a reporter shall be considered a full-time employee during any pay period for which a reporter receives a salary at the annual salary rate fixed for a full-time reporter under the preceding sentence. 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

ATTACHMENT J2 TO CONTRACT NO. 0755-06-004

REPORTERS AUTHORIZED TO WORK UNDER CONTRACT NO. 0755-06-004

Reminder: At the time of award, the Court is required to ensure that all approved reporters are listed by name in Attachment J2.

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.

MAXIMUM TRANSCRIPT RATES - ALL PARTIES
PER PAGE

	Original	Copy to Each Party	Each Add'l Copy To the Same Party
Ordinary Transcript A transcript to be delivered within thirty (30) calendar days after receipt of an order.	3.30	.83	.55
Expedited Transcript A transcript to be delivered within seven (7) calendar days after receipt of an order.	4.40	.83	.55
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.	5.50	1.10	.83
Hourly Transcript A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.	6.60	1.10	.83

(OR INSERT THE COURT'S FEE SCHEDULE NOT TO EXCEED THE RATES ABOVE)

Standard Form No. 1034
7 GAO 5000
1034-110

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

Attachment J.4

U. S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION	DATE VOUCHER PREPARED	VOUCHER NUMBER
	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 (Enter description, item number of contract or federal supply schedule, And other information deemed necessary)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT (1)

(Use continuation sheet(s) if necessary) **(Payee must NOT use the space below)** **TOTAL**

PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES
☐ COMPLETE	=$	= $ 1.00	
☐ PARTIAL	BY		
☐ FINAL			
☐ PROGRESS	TITLE		Amount verified; correct for
☐ ADVANCE			*(Signature or initials)*

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date) *(Authorized Certifying Officer)* *(Title)*

ACCOUNTING CLASSIFICATION *(Appropriation symbol must be shown; other classification optional)*

PAID BY	CHECK NUMBER	ON TREASURER OF THE UNITED STATES	CHECK NUMBER	ON *(Name of bank)*
	CASH $	DATE	PAYEE:	

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 is only necessary; otherwise the approving office 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

RESERVED

AO 435
(Rev. 1/90)

Administrative Office of the United States Courts

TRANSCRIPT ORDER

Read Instructions on

FOR COURT USE ONLY
DUE DATE:

1. NAME	2. PHONE NUMBER	3. DATE	
4. MAILING ADDRESS	5. CITY	6. STATE	7. ZIP CODE

8. CASE NUMBER	9. JUDICIAL OFFICIAL	DATES OF PROCEEDINGS	
		10. FROM	11.
12. CASE NAME		LOCATION OF PROCEEDINGS	
		13.	14.

15. ORDER FOR

☐ APPEAL ☐ CRIMINAL ☐ CRIMINAL JUSTICE ACT ☐ BANKRUPTCY
☐ NON-APPEAL ☐ CIVIL ☐ IN FORMA PAUPERIS ☐ 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)
☐ VOIR DIRE		☐ TESTIMONY (Specify Witness)	
☐ OPENING STATEMENT (Plaintiff)			
☐ OPENING STATEMENT			
☐ CLOSING ARGUMENT (Plaintiff)		☐ PRE-TRIAL PROCEEDING	
☐ CLOSING ARGUMENT (Defendant)			
☐ OPINION OF COURT			
☐ JURY INSTRUCTIONS		☐ OTHER (Specify)	
☐ SENTENCING			
☐ BAIL HEARING			

17. ORDER

CATEGORY	ORIGINAL (Includes Free Copy for the Court)	FIRST COPY	ADDITIONAL COPIES	NO. OF PAGES ESTIMATE	COSTS
ORDINARY	☐	☐	NO. OF COPIES		
EXPEDITED	☐	☐	NO. OF COPIES		
DAILY	☐	☐	NO. OF COPIES		
HOURLY	☐	☐	NO. OF COPIES		

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

ESTIMATE TOTAL

18. SIGNATURE

PROCESSED BY

19. DATE

PHONE NUMBER

TRANSCRIPT TO BE PREPARED BY

COURT ADDRESS

DATE BY

ORDER RECEIVED

DEPOSIT PAID

DEPOSIT PAID

TRANSCRIPT ORDERED

TOTAL CHARGES

TRANSCRIPT RECEIVED

LESS DEPOSIT

ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT

TOTAL REFUNDED

PARTY RECEIVED TRANSCRIPT

TOTAL DUE

(Previous editions of this form may still be used)

DISTRIBUTION: COURT COPY TRANSCRIPTION COPY ORDER RECEIPT ORDER COPY

INSTRUCTIONS

GENERAL

Use. Use this form to order transcript of proceedings. Complete a separate order form for each case number for which transcript is ordered.

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

Order Copy. Keep a copy for your records.

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

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

Deliver Time. Delivery time is computed from the date of receipt of the deposit fee.

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.* Only four (4) categories of transcripts 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.)

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.

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 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 free copy for 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.

CHAPTER 18. TRANSCRIPT FORMAT

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PART 18.1 Introduction.

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

format standards incorporate government standards for archival materials and assure that all transcript produced in federal courts is produced on the same basis.

PART 18.2 Judicial Conference Policy.

"Transcripts may be sold in computer diskette form in ASCII format, or other format requested by the ordering party and agreed to by the court reporter or transcriber, whether they represent originals, first copies, or additional copies.

"Each page of transcript sold on diskette must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and diskettes may not contain any protection or programming codes that would prevent copying or transferring the data. (Report of Proceedings of the Judicial Conference of the United States, September 1991, page 65.)

"In order to conform to available technology, the Judicial Resources Committee recommended, and the Judicial Conference approved, an amendment to the transcript format guidelines to delete the requirement that words be hyphenated at the end of a line of transcript text. (Report of the Proceedings of the Judicial Conference of the United States, March 1995, page 22.)

"On recommendation of the Committee on Judicial Resources, the Conference modified the Transcript Format Guidelines to provide an exception to the requirement that each page of transcript contain 25 lines of text. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions in jury trials when the transcript is produced under the daily or hourly delivery schedule and the exception is approved by the presiding judicial officer. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript which includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review. (Report of the Proceedings of the Judicial Conference of the United States, March 1996, page 26.)

PART 18.3 Compressed Transcript.

As with diskettes, court reporters and transcribers who have the capability may sell compressed transcripts on a per page basis. However, there is not requirement to provide such service.

PART 18.4 Realtime Unedited Transcript.

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

18.4.1 Realtime unedited transcript must be clearly marked as such with a header or footer which appears at the top or bottom of each page of transcript stating, "Realtime Unedited Transcript Only."

18.4.2 The realtime unedited transcript should not include an appearance page, an index, or a certification.

18.4.3 The diskette label may be of a different color than that used on diskettes containing the text of certified transcript and hand stamped with the words, "Realtime Unedited Transcript Only".

PART 18.5 Paper.

The format standards for paper transcript incorporate government standards for archival materials, as well as assure that all transcript produced in federal courts is produced on the same basis, whether by official staff, contract, or substitute reporters, or by transcription companies.

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

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

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

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

PART 18.6 Ink Color.

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

PART 18.7 Preprinted Marginal Lines.

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

PART 18.8 Line Numbers.

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

PART 18.9 Typing.

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

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

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

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

18.9.4 Spacing. Lines of transcript text are to be double spaced.

18.9.5 Upper/Lower Case. Upper and lower case is preferred but all upper case may be used.

18.9.6 Indentations.

18.9.6.a Q and A. All "Q" and "A" designations shall begin at the left margin. A period following the "Q" and "A" designation is optional. The statement following the "Q" and "A" shall begin on the fifth space from the left margin. Subsequent lines shall begin at the left margin. (See Exhibits 18.9-A through 18.9-E.)

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

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

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

18.9.7 Interruptions of Speech and Simultaneous Discussions. Interruptions of speech shall be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking. At the discretion of the transcriber, simultaneous discussions may also be noted in this manner. (See Exhibit 18.9-A, line 19 and Exhibit 18.9-B, line 10.)

18.9.8 Punctuation and Spelling. Punctuation and spelling shall be appropriate standard usage. For example, if a question in "Q" and "A" is indeed a question, it should be followed by a question mark. (See Exhibits 18.9-C through 18.9-E.)

18.9.9 Page Heading (Also Known as "Headers"). A page heading is brief descriptive information noted to aid in locating a person and/or event in a transcript. A page heading should be provided on each page of witness testimony; a page heading is optional for other types of persons and/or event notations. Listing the last name of the witness or other party and the type of examination or other event is sufficient. Page headings shall appear above line 1 on the same line as the page number. This information is not to be counted as a line of transcript. (See exhibits 18.9-A through 18.9-E.)

18.9.10 Parentheses. Parenthetical notations are generally marked by parentheses; however, brackets may be used.

Parenthetical notations shall begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin. Parentheses are used for customary introductory statements such as call to order of court or swearing in a witness. See paragraph 18.10.2.a below for types of parenthetical notations. Parentheses are also used for indicating non-verbal behavior, pauses, and readback/playback. (See Exhibits 18.9-A through 18.9-E.)

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

PART 18.10 Content.

18.10.1 Verbal.

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

18.10.1.a Striking of Portions of the Proceeding. No portion of the proceeding shall be omitted from the record by an order to strike. Regardless of requesting party, the material ordered stricken, as well as the order to strike, must all appear in the transcript. (See Exhibit 18.9-A.)

18.10.1.b Editing of Speech. The transcript should provide an accurate record of words spoken in the course of proceedings. All grammatical errors, changes of thought, contractions, misstatements, and poorly constructed sentences should be transcribed as spoken. (See Exhibit 18.9-B, line 8.) In the interest of readability, however, false starts, stutters, uhms and ahs, and other verbal tics are not normally included in transcripts; but such verbalizations must be transcribed whenever their exclusion could change a statement's meaning.

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

18.10.1.d Private Communications and Off the Record Conversations. Private communications and off the record conversations inadvertently recorded should not be included in the transcript. (See Exhibit 18.9-A, line 22.)

18.10.1.e Call to Order, Swearing in, or Affirmation of Witnesses or Jurors. Standard summary phrases shall be used for customary introductory statements such as the call to order of court and the swearing in or affirmation of witnesses.

These should appear in parentheses and begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.

The following phrases can be employed:

(Call to Order of the Court)

(The Jury Is Sworn)

(The Witness Is Sworn)

(The Witness Is Affirmed)

18.10.1.f Identification of Speaker. All speakers must be properly identified throughout the transcript, initially by their full name, thereafter by the following designations or courtesy titles, in capital letters indented ten spaces from the left margin:

Proper Transcript:

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

(See Exhibits 18.9-A through 18.9-E.)

18.10.1.g Testimony Through Interpreter. When interpreters are used, it will be assumed that answers are made in a foreign language and interpreted unless a parenthetical "(in English)" is inserted. (See Exhibits 18.9-D and 18.9-E.)

18.10.2 Nonverbal.

18.10.2.a Designation of Portions of Proceedings and Time of Occurrence (Parenthetical Notations). Parenthetical notations in a transcript are a court reporter's or electronic court recorder operator's own words, enclosed in parentheses, recording

some action or event. Parenthetical notations should be as short as possible consistent with clarity and standard word usage.

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

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

Examples:

(Recess at 11:30 a.m.)

(Recess at 12:30 p.m., until 1:30 p.m.)

(Proceedings concluded at 5 p.m.)

(See Exhibit 18.9-A, line 4 and Exhibit 18.9-D, line 4.)

(2) Jury in/out.

Examples:

(Jury out at 10:35 a.m.)

(Jury in at 10:55 a.m.)

If a jury is involved, it is essential to indicate by the proper parenthetical notation whether the proceeding occurred in the presence of the jury, out of the presence of the jury, out of the hearing of the jury, prior to the jury entering the courtroom, or after the jury left the courtroom.

(3) Defendant Present/Not Present. In criminal trials, this designation must be made if not stated in the record by the judge.

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

Examples:

(Bench conference on the record)

some action or event. Parenthetical notations should be as short as possible consistent with clarity and standard word usage.

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

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

Examples:

(Recess at 11:30 a.m.)

(Recess at 12:30 p.m., until 1:30 p.m.)

(Proceedings concluded at 5 p.m.)

(See Exhibit 18.9-A, line 4 and Exhibit 18.9-D, line 4.)

(2) Jury in/out.

Examples:

(Jury out at 10:35 a.m.)

(Jury in at 10:55 a.m.)

If a jury is involved, it is essential to indicate by the proper parenthetical notation whether the proceeding occurred in the presence of the jury, out of the presence of the jury, out of the hearing of the jury, prior to the jury entering the courtroom, or after the jury left the courtroom.

(3) Defendant Present/Not Present. In criminal trials, this designation must be made if not stated in the record by the judge.

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

Examples:

(Bench conference on the record)

(Bench conference off the record with Mr. Smith, Mrs. Jones, and Mr. Adams)

(At side bar on the record)

(At side bar)

(End of discussion at side bar)

(See Exhibit 18.9-A, line 22.)

(5) Discussions off the Record. This designation should note where the discussion took place.

(6) Chambers Conferences. This designation should note the presence or absence of parties in chambers.

Examples:

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

(Discussion on the record in chambers with defendant present)

18.10.2.b Speaker/Event Identification. References to speakers and events that occur throughout proceedings should be properly noted in capital letters and centered on the appropriate line.

Examples:

AFTER RECESS

DIRECT EXAMINATION

CROSS EXAMINATION

REDIRECT EXAMINATION

RECROSS EXAMINATION

FURTHER REDIRECT EXAMINATION

PLAINTIFF'S EVIDENCE

PLAINTIFF RESTS

DEFENDANT'S EVIDENCE

DEFENDANT RESTS

PLAINTIFF'S EVIDENCE IN SURREBUTTAL

(See Exhibit 18.9-A, lines 7 and 8.)

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

Examples:

(Nods head up and down)

(Shakes head from side to side)

(Indicating)

(See Exhibit 18.9-C, line 14.)

18.10.2.d Readback/Playback. All readbacks and/or playbacks, and the party requesting should be noted parenthetically as follows:

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

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

(See Exhibit 18.9-E, line 17.)

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

(The record was replayed)

18.10.2.e Indiscernible or Inaudible Speech on Electronic Sound Recording. Incomplete records of proceedings are unacceptable in a court of law. It is

therefore highly undesirable to have any portion of a transcript labeled "indiscernible" or "inaudible."

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

PART 18.11 Title Page. (See Exhibit 18.11-A.)

18.11.1 Contents.

Each transcript is to include a title page indicating:

a. Court name.
b. District.
c. Case name.
d. Civil or criminal docket case number.
e. Name and title of judge or other judicial officer presiding.
f. Type of proceeding.
g. Date and time of proceeding.
h. Volume number (if multi-volume).
i. Name and address of each attorney and name of party represented.
j. Whether a jury was present.
k. If steno based, court reporter's name, address, and telephone number.
l. If electronic sound recording equipment based, audio operator's name, plus name,address, and telephone number of transcription company.
m. Method by which the proceedings were recorded and the method by which the transcript was produced.

Examples:

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

18.11.2 Record of Appearance.

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

18.11.3 Cost.

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

PART 18.12 Indexes.

18.12.1 Required.

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

The index shall indicate the pages at which the direct examination, cross-examination, redirect examination, recross-examination, further redirect examination, and the recall of each witness begins. The index shall also indicate on behalf of whom the witness or witnesses were called, such as "PLAINTIFF'S WITNESSES," "WITNESSES FOR THE GOVERNMENT," "DEFENDANT'S WITNESSES," "WITNESSES FOR THE DEFENSE."

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

In a protracted case (i.e., a transcript of one thousand pages or more) in addition to the individual index, there may be a master index set forth in its own separate volume, consisting of a compilation of all of the individual indexes. (See Exhibit 18.12-A.)

18.12.2 Keyword.

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

PART 18.13 Numbering.

18.13.1 Pages.

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

18.13.2 Volumes.

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

Each volume of transcript should be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings. Pages may be numbered consecutively for each volume of transcript, with the cover page of each volume designated page 1. Using this method, page numbers will begin with a volume number followed by the page number.

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

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

Examples: 56 (Volume 1, page 56)
521 (Volume 3, page 521)

(See Exhibits 18.9-A through 18.9-E.)

PART 18.14 Cover.

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

PART 18.15 Punched Holes.

If the court reporter punches transcript with three (3) holes in the left margin, the holes are to be 4-1/4" center to center, with the middle hole centered in the page.

PART 18.16 Fastener.

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

PART 18.17 Certification.

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

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

A rubber stamp may be used to save time and space.

Sample Certification:

18.17.1 Stenography/Stenomask.

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

_____ _____

Signature of Court Reporter/ Transcriber — Date

_____

typed or printed name

18.17.2 Transcriber's Certification for Another's Notes

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

_____ _____

Signature of Transcriber Date

_____

typed or printed name

18.17.3 Electronic Sound Recording.

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

_____ _____

Signature of Approved Transcriber Date

_____

typed or printed name

PART 18.18 Copies.

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

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 have, 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

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.

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.

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
EASTERN DISTRICT OF MISSOURI
2 EASTERN DIVISION

3

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

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

13 APPEARANCES:

14 For the Plaintiffs: Guest, Jones & Law
By: JOSEPH LAW, ESQ.
15 1029 M Street, Suite 400
St. Louis, Missouri 63124
16
For the Defendants: Wills, Miller, Johnson & Smith
17 By: GEORGE S. SMITH, ESQ.
903 West 4th Street
18 St. Louis, Missouri 63101

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

22

23 Proceedings recorded by mechanical stenography, transcript produced by
24 notereading.

25

Exhibit 18.12-A

INDEX

	Direct	Cross	Redirect	Recross	Further Redirect
WITNESSES FOR THE GOVERNMENT:					
Officer Grady Way	5	10	29	31	32
Sgt. David Best	33	42			
WITNESSES FOR THE DEFENSE:					
Charlie D. Rong	63	75			
Al A. Buy	80	88	90	98	99
MOTION: Mr. Defense	55	Denied	58		
MOTION: Mr. Defense	60	Denied	60		

EXHIBITS:	Marked	Received
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Department of Labor Wage Determination

(To be added at time of solicitation)

ATTACHMENT J.9

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 page)*

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

Grantor and city, state, conferred:

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

Name, Address, Phone# of Employer:

Employed From: To:

Description of Duties:

Name, Address, Phone# of Employer:

Employed From: To:

Description of Duties:

Name, Address, Phone# of Employer:

Employed From: To:

Description of Duties:

* if 'equivalent' certification provided, documentation must be in accordance with Section C.4

By signing below, I certify that the above information is complete and correct, and that I intend to provide services for the above firm under any contract resulting from this solicitation:

Reporter Signature Date

OFFEROR'S REFERENCE INFORMATION

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

Name of Offeror _____

The Offeror shall provide the following information concerning past performance of prime court reporting services 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.1.1 JP3 Provision 3-130, Authorized Negotiators - (Jan 2003)

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

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

K.2 JP3 Provision 3-5, Taxpayer Identification - (Jan 2003)

(a) *Definitions*
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

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

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

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

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

_____

[ ] TIN has been applied for.

[ ] TIN is not required, because:_____

_____

[ ] Offeror is a nonresident alien, foreign corporation or foreign partnership that does Not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

[ ] sole proprietorship;

[ ] partnership;

[ ] corporate entity (not tax-exempt);

[ ] corporate entity (tax-exempt);

[ ] government entity (federal, sate or local);

[ ] foreign government;

[ ] international organization per-26 CFR 1.6049-4;

[ ] *other* _____.

(f) *Common parent*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Content of Proposals

(a) The Statement of Work (SOW) and Schedule describe the required services, deliverables, and period of performance.

(b) Offerors Shall Not Change Pre-printed Information. Any alteration, substitution, or addition to pre-printed information, and/or failure to include all the required information, will be sufficient cause for rejection of offeror's proposal in its entirety. Facsimile offers are not permitted, however, faxed modifications to, or withdrawal of offers are permitted. All proposals must contain the following:

(1) Signed cover letter on offeror's letterhead listing all offeror's enclosed documentation, and referencing the solicitation;

(2) Completed and signed Section A (SF 33).

(3) Completed Section B.

(i) Offerors must make an offer for each and every item in the Schedule Section B.1. Offers for items in the Schedule Section B.1.2 cannot exceed the maximum rates as established by the Judicial Conference or authorized by the Court (Items 201 through 205), listed in Attachment J.3. However, each offeror is still required to provide pricing for these Items;

(ii) Section B.2 "Certifications" must be completed by an authorized representative of the offeror.

(a) The offeror must acknowledge in Section B.2.1 the minimum number of reporters that the offeror will provide under any resultant contract (see C.3.b).

(b) The offeror must provide in Section B.2.2 completed data concerning reporters, with all required information furnished and signed by the reporter. One (1) blank Biographical Information Sheet is provided at Attachment J.9. (Offeror should make as many copies as necessary. NOTE: Reporters will be approved to work under any resultant contract according to their ability to meet the applicable minimum requirements specified under Section C.4. Those reporters so qualified

will be added BY NAME to any resultant contract, and will be subject to the provisions of Clause H.4.

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

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

(c) The offeror must acknowledge in Section B.2.3 the minimum notice time required by the offeror in order to provide a reporter under any resultant contract (See Clause C.6.b).

(4) The offeror shall provide the names of three current (within 3 years) references who can address the past performance of the offeror, including the name, address, and telephone number of each reference. This information should be provided on the Offerors References Information form, Attachment J.10. The Government reserves the right to contact references as part of its responsibility determination.

(5) Responsibility of Prospective Vendors

Offerors will be considered only from responsible prospective vendors who–

(i) Have adequate financial resources to perform the contract, or the ability to obtain them;

(ii) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing private and governmental business commitments;

(iii) Have a satisfactory performance record;

(iv) Have the necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

(v) Have a satisfactory record of integrity and business ethics;

(vi) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

(vii) Be otherwise qualified and eligible to receive and award under applicable laws and regulations.

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

L.2 JP3 Provision 3-100, Instructions to Offerors - (JAN 2003)

(a) *Definitions* As used in this provision:
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of offers*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation,

and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or

(3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the JP3 Provision, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

(3) The judiciary may waive informalities and minor irregularities in offers received.

(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

(i) the overall evaluated cost or price and technical rating of the successful offeror;

(ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;

(iii) a summary of the rationale for award; and

(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

Alternate I - *Substitute the following paragraph for paragraph (f)(4) of the basic provision if the judiciary intends to make award after discussions with offerors within the competitive range.*

(f)(4) The judiciary intends to evaluate offers and award a contract after conducting discussions with offerors whose offers have been determined to be within the competitive range. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint.

Alternate II *Add a paragraph (c)(9) to the basic clause, if the judiciary would be willing to accept alternate offers.*

(c)(9) Offerors may submit offers that depart from stated requirements. Such offers shall clearly identify why the acceptance of the offer would be advantageous to the judiciary. Any

deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the judiciary, shall be clearly identified and explicitly defined. The judiciary reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised offers based on the revised requirements.

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 Basis for Award - AOUSC 2000

The Government intends to evaluate proposals and award a contract based on technical acceptability and the lowest cost to the Government.

M.2 Evaluation of Proposals – AOUSC 2000

(a) To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and 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 [ ]

Or

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

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

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

Number of Reporters Required/Day_____ Offer _____ **Pass** **Fail**

Minimum Notice Requirement (Section C.6.b)

Number of Hours Court Requires _____ Offer _____ **Pass** **Fail**

M.4 Evaluation of Price - AOUSC 2000

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

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

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

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

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

The base and two (2) option years will be calculated as shown above and added together to derive the total life of contract price (see clause M.5 below). 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 JP3 Provision 2-85A, Evaluation Inclusive of Options - (JAN 2003)

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

M.6 JP3 Provision 3-70, Determination of Responsibility - (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.