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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 <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ 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 _____ until _____ local time _____ (Hour) _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

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

OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

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

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. CONTRACT PRICING

The Contractor shall provide transcription services as specified in Section C of the contract at the rates defined below.

The Judicial Conference of the United States, pursuant to 28 U.S.C. § 753(f) authorized district courts and their units, to prescribe fees which may be charged and collected for transcripts requested by the parties, including the United States, at maximum prescribed rates. Those rates may be found in Section J 1 of this solicitation. Any offer provided to perform transcription services that exceed the maximum rates will not be accepted.

Prices for transcripts include the contractor providing certified Original Transcripts to requesting parties, in standard hard copy format, and a copy of each transcript to be transmitted to the Court as an e-mail attachment in text-searchable PDF format as required by Section C.

Contractor may charge prices for transcripts requested by the parties, including the United States Government, at the rates which are set forth in Section B.3. below. The Contractor shall not add any transcript surcharges or service fees to the schedule rates.

Authentication and certification of each transcribed document is included in the prices below.

Pricing shall include postage for “ordinary” delivery, as defined in Section C. If a party requests accelerated delivery, the contractor may bill the party for the difference between ordinary postage price and the actual price for expedited delivery.

Pricing shall include any costs associated with attending technical meetings post award or contract administration conferences as referenced in Section H.2.

The services and price shall include all services including, but not limited to, equipment, personnel, government certifications and fuel surcharges.

The unit prices for services shall not include federal, state or local taxes and duties in effect on the contract date. Excepted taxes as defined in JP3 Clause 6-40 shall be included in the contract price, but not itemized on the invoices.

B.2. PRICE MANAGEMENT

The Contractor shall agree that during the contract life, the prices set forth herein shall not exceed the contractor’s commercial price list (including applicable commercial discounts). If at any time this should occur, the contractor shall immediately notify the Court’s Contracting Officer and offer the lower prices for incorporation into this contract.

B.3. CONTRACT LINE ITEMS (Offerors: Insert your unit price offer here)

CLIN 0001 Base Period (Date of Award through September 30, 2006)

CLIN	Service	Quantity	Unit Price
0001 AA	Ordinary Transcript - Original Copy	Per Page	
0001 AB	Ordinary Transcript - Copy to Each Party	Per Page	
0001 AC	Ordinary Transcript - Each Additional Copy to Each Party	Per Page	
0001 AD	Expedited Transcript - Original Copy	Per Page	
0001 AE	Expedited Transcript - Copy to Each Party	Per Page	
0001 AF	Expedited Transcript - Each Additional Copy to Each Party	Per Page	
0001 AG	Daily Transcript - Original Copy	Per Page	
0001 AH	Daily Transcript - Copy to Each Party	Per Page	
0001 AI	Daily Transcript - Each Additional Copy to Each Party	Per Page	
0001 AJ	Hourly Transcript - Original Copy	Per Page	
0001 AK	Hourly Transcript - Copy to Each Party	Per Page	
0001 AL	Hourly Transcript - Each Additional Copy to Each Party	Per Page	

CLIN 0002 Base OPTION Period One (October 1, 2006 through September 30, 2007)

CLIN	Service	Quantity	Unit Price
0002 AA	Ordinary Transcript - Original Copy	Per Page	
0002 AB	Ordinary Transcript - Copy to Each Party	Per Page	
0002 AC	Ordinary Transcript - Each Additional Copy to Each Party	Per Page	
0002 AD	Expedited Transcript - Original Copy	Per Page	
0002 AE	Expedited Transcript - Copy to Each Party	Per Page	
0002 AF	Expedited Transcript - Each Additional Copy to Each Party	Per Page	
0002 AG	Daily Transcript - Original Copy	Per Page	
0002 AH	Daily Transcript - Copy to Each Party	Per Page	
0002 AI	Daily Transcript - Each Additional Copy to Each Party	Per Page	

CLIN	Service	Quantity	Unit Price
0002 AJ	Hourly Transcript - Original Copy	Per Page	
0002 AK	Hourly Transcript - Copy to Each Party	Per Page	
0002 AL	Hourly Transcript - Each Additional Copy to Each Party	Per Page	

CLIN 0003 Base OPTION Period One (October 1, 2007 through September 30, 2008)

CLIN	Service	Quantity	Unit Price
0003 AA	Ordinary Transcript - Original Copy	Per Page	
0003 AB	Ordinary Transcript - Copy to Each Party	Per Page	
0003 AC	Ordinary Transcript - Each Additional Copy to Each Party	Per Page	
0003 AD	Expedited Transcript - Original Copy	Per Page	
0003 AE	Expedited Transcript - Copy to Each Party	Per Page	
0003 AF	Expedited Transcript - Each Additional Copy to Each Party	Per Page	
0003 AG	Daily Transcript - Original Copy	Per Page	
0003 AH	Daily Transcript - Copy to Each Party	Per Page	
0003 AI	Daily Transcript - Each Additional Copy to Each Party	Per Page	
0003 AJ	Hourly Transcript - Original Copy	Per Page	
0003 AK	Hourly Transcript - Copy to Each Party	Per Page	
0003 AL	Hourly Transcript - Each Additional Copy to Each Party	Per Page	

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1. BACKGROUND

The U.S. District Court for the Eastern District of Arkansas, 600 West Capitol, Suite 402, Little Rock, AR 72201-3325, hereafter referred to as the "Clerk's Office", requires transcription services for electronic sound recordings of proceedings held before any judge of this court. The Contractor shall furnish the services specified herein in strict accordance with the conditions, requirements, and specifications of this contract, as accepted by the Government. All references to time of day contained within this document are set forth in Central Standard Time. Over the past few fiscal years, transcript requests from the Court and parties have averaged between 2,000 and 3,000 original transcript pages and approximately 1,500 expedited transcript pages annually. These are estimates only and do not obligate the Government to place orders for the amounts shown.

C.2. GENERAL REQUIREMENTS AND SPECIFICATIONS

The Contractor shall provide the services under this contract as directed by each individual task order. For this contract, a task order is defined as a transcript order request form placed by the court, or through the court on behalf of a requesting party.

The transcript order request form, audio of the proceeding, and other necessary information, (may include minutes, names of parties, attorneys, and witnesses, etc.) will be transmitted to the Contractor via the U.S. Postal Service or overnight delivery service, depending on the type of transcript ordered. The Contractor must have the ability to playback the audio record which is the basis of the transcript, and have the ability to open PDF formatted documents. Contractor must be able to return completed transcript copies as e-mail attachments to the Court, in a text-searchable PDF format. All Original Transcripts must be provided in standard hard copy paper format (See Section C.4), to all requesting parties, including transcript orders requested by the Court.

The Court is currently using Sony BM-246 recorders. This is a four channel recorder that can record two microphones on one channel. Typically, we record on a 90 minute cassette at a speed of 1.2 - meaning we record at a slower speed than normal so that we can get 90 minutes of recording on one side of the tape. The transcriber must have the equipment to play the tape at this same speed.

The Court anticipates converting to digital recording in the near future. At that time, the contractor shall provide transcription services using digital recording at the same or lower rates as using conventional recording methods.

Said services will be performed at the contractor's place of business. No space will be provided within the court for execution of this contract.

C.2.1. BASIC SERVICE CAPABILITIES

The Contractor shall provide the following:

- a. Transcription services of recordings.
- b. The delivery schedule for electronic or written transcripts shall be specified on each individual transcript order request form as follows:

Ordinary - delivery within a maximum of thirty (30) calendar days

Expedited - delivery within a maximum of seven (7) calendar days

Daily - delivery following adjournment and prior to 9:30 A.M. on the following morning.

Hourly - delivery within a maximum of two (2) hours following adjournment

- c. Contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Transcripts produced from records of proceedings in the United States Courts are in the public domain and are not protected by copyright. The transcripts may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the Contractor.
- d. Contractor shall deliver one (1) certified copy of each original transcript that is prepared at the request of the Court or by a requesting party, to the Clerk's Office for the public records of the Court, per Section B. above. There is no additional cost for the court copy. Delivery of the copy shall occur by electronic transmission as a text-searchable PDF attachment to e-mail, within three (3) business days after delivery of the original transcript to the requestor.
- e. Contractor shall deliver, based on the request made by the party, either (1) a paper copy, or (2) an electronic copy. If both paper and e-copy are requested, the party may be charged for the original and one copy.

C.3 SERVICE PERFORMANCE PARAMETERS

- a. The Contractor shall be approved by the Administrative Office of the United States Courts or possess other equivalent State or professional test-based credentials. The Contractor must have experience performing transcription services in the United States Courts. Samples of transcripts may be requested.
- b. The Contractor shall have the capability to meet all deadlines established by the Judicial Conference, as shown in C.2.1b above.
- c. The Contractor shall have the capability to provide original transcripts in paper form, and provide court copies as text-searchable PDF attachments to e-mail.
- d. The Contractor shall have the capability of picking up available media from the Court's personnel, in the event of a request for daily or hourly transcripts.
- e. The Contractor may request pre-payment of fees before beginning transcript preparation from any requesting party, except that Contractor shall not request prepayment for transcripts ordered by the Court for a Judicial Officer.
- f. The Contractor must resolve any collection disputes arising between the requesting party and the Contractor. Collection disputes for transcripts ordered on behalf of the United

States Government by a Judicial Officer will be resolved by the Contractor and the Contracting Officer.

- g. Delivery shall take place upon physical receipt of an original hard copy transcript by the requesting party. Delivery of the copy shall take place upon receipt of the e-mail file by the Court personnel. The Contractor shall bear sole responsibility for ensuring direct delivery to the requesting parties and the court.

C.4. TRANSCRIPT PARAMETERS

The Contractor shall provide transcripts which adhere to the following criteria:

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

- **Size:** Paper size is to be 8 ½ x 11 inches when submitted in hard copy.
- **Weight:** Paper is to be at least 13 pounds for both originals and paper copies
- **Type:** Paper quality for both originals and copies is to be of chemical wood or better.

Color: White paper for both originals and copies. Black ink. 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. Each page of transcription is to bear numbers indicating each line of transcription on the page.

- **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.)
- **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 of text will be allowed when a daily or hourly transcript 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 reference portions of a transcript for review.
- **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.

- Spacing: Lines of transcript text are to be double spaced.
- Upper/Lower Case: Upper and lower case is preferred but all upper case may be used.
- Indentations: 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. 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.
- Indentations 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.
- Indentations 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.
- 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.
- 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.
- 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.
- 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. Parentheses are also used for indicating non-verbal behavior, pauses, and readback/playback.

- Legibility: The original transcript and each copy are to be legible without any interlineations materially defacing the transcript.
- Title Page: Each transcript shall include a title page indicating:
 - a. Court name.
 - b. District and hearing location
 - c. Case name.
 - d. Complete 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. Electronic court recorder operator's name and telephone number.
 - k. Method by which the proceedings were recorded and the method by which the transcript was produced.
 - l. Beginning on the title page, the transcriber shall include the complete record of appearances.

The contractor may charge for the title page as a full page of transcript. Each volume shall contain an index which is to be numbered. It is preferable to have the index at the end. The contractor 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, may be a master index set forth in its own separate volume, consisting of a compilation of all of the individual indexes. No charge is permitted additional to the normal page rates for keyword indexing services.

- Numbering Pages: The pages of the transcript shall be numbered in a single series of consecutive numbers for each proceeding, regardless of the number of days involved. The transcriber 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.

- Numbering 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.
- Cover: The original of transcript shall be covered 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. If the transcription has punched holes, the transcript shall have 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. The transcript for each proceeding shall be bound separately with a suitable fastener of permanent nature.
- Authentication: The transcriber shall 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 transcriber is involved in the production of the transcript being certified, then the certifications of each 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.)

Electronic Sound Recording Certification:

"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

SECTION D - PRESERVATION, PACKAGING, and PACKING

D.1. JP3 Clause 2-45, Packaging and Marking (Aug 2004)

- (a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

- (b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

SECTION E - INSPECTION AND ACCEPTANCE E.1. Clauses Incorporated by Reference

NUMBER	TITLE	Date
2-5B	Inspection of Services	Aug 2004

SECTION F - DELIVERIES OR PERFORMANCE

F.1. Clauses Incorporated by Reference

NUMBER	TITLE	Date
2-25A	Delivery Terms and Contractor's Responsibilities	Jan 2003
7-200	Government Delay of Work	Jan 2003

F.2. JP3 Clause 2-30A, Required Time of Delivery

- (a) The judiciary requires delivery to be made according to the delivery schedule specified in Section F of the contract schedule. Offers that propose delivery that exceed the required times will not be accepted. Proposals which provide for delivery equal to or in advance of the required times will be considered technically acceptable. No added consideration will be provided to any offeror who provides faster delivery. If the offeror proposes no other delivery schedule, the required delivery schedule below will apply.

Required Delivery Schedule for all Contract Periods

Ordinary Transcript - Original and Copy - delivery within a maximum of thirty (30) calendar days

Expedited Transcript - Original and Copy - delivery within a maximum of seven (7) calendar days

Daily Transcript -Original and Copy - delivery following adjournment and prior to 9:30 A.M. on the following morning.

Hourly Transcript - Original and Copy - delivery within a maximum of two (2) hours following adjournment

Court Copy -Delivery within three (3) business days after delivery of original as text-searchable PDF attachment to e-mail transmission.

F.3. JP3 Clause 2-60, Stop-Work Order (JAN 2003)

- (a) The contracting officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. 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 with to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, 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 for Convenience, clause of this contract.

- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, 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 the 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 the claim submitted 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.

F.4. PERIOD OF PERFORMANCE

The period of performance for this contract is from the date of contract award through September 30, 2006 with four one-year option periods thereafter. Option periods, if exercised, will be exercised pursuant to Clause I.2, Option to Extend the Term of the Contract.

Firm Period	Date of Award through September 30, 2006
1 st Option Period	
2 nd Option Period	TO BE FILLED IN BY GOVERNMENT AT
3 rd Option Period	TIME OF AWARD
4 th Option Period	

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. JP3 Clause 7-1, Contract Administration (JAN 2003)

- (a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

G.2. JP3 Clause 7-5, Contracting Officer's Technical Representative (JAN 2003)

- (a) Upon award, a contracting officer's technical representative (COTR) will be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
 - (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
 - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
 - (4) providing the contracting officer a written request and justification for changes;
 - (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
 - (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

G.3. JP3 Clause 7-10, Contractor Representative (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name: Address: Telephone: Email: Fax:

- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

G.4. JP3 Clause 7-125, Invoices (JAN 2003)

- (a) Invoices for transcripts ordered by the Court, shall be submitted in an original and two (2) copies to the address specified on the SF 33, as applicable, or as otherwise specified within this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.
- (b) Invoices for transcripts ordered through the Court on behalf of others **must be sent to the requesting party**. The contractor must perform all tasks associated with collecting fees from the appropriate parties, **including collection of deposits from parties**. The court cannot assist in dispute resolution.
- (c) To constitute a proper invoice, the billing document to be sent to the requestor, including invoices for Court requests, shall include the following information and/or attached documentation:
- (1) Contractor's name, address and Taxpayer Identification Number;
 - (2) date transcript was ordered;
 - (3) case number, name, hearing date and presiding judicial officer ;
 - (4) contract number;
 - (5) invoice number and invoice date;
 - (6) transcript type;
 - (7) number of pages billed and rate per page;
 - (8) total amount due, after applying deposit when applicable;
 - (9) date transcript completed and delivered;
 - (10) Mark invoice as ORIGINAL. Copies should be marked as "Duplicate of Original."

Contractor questions regarding payment information or check identification shall be directed to relevant paying authority specified in the contract.

G.5. Delinquent Transcripts

- (a) This contract may be terminated for cause, if the contractor fails to deliver completed transcripts in accordance with the required delivery schedule set forth in Section F.2.
- (b) Transcripts that are incomplete, inaccurate, or otherwise improper, and are not corrected within the original required delivery period, will be considered delinquent. Such deficiencies will also be considered during performance evaluation for contract extension.
- (c) The Contracting Officer may grant a waiver, on a case by case basis, upon the written petition of the reporter stating that the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. JP-3, Clause B-5, Clauses Incorporated by Reference (AUG 2004)

NUMBER	TITLE	Date
1-1	Employment by the Government	Jan 2003
2-65	Key Personnel	Jan 2003
3-75	Limited Criminal Background Suitability Check	Jan 2003

H.2. MEETINGS/CONFERENCES

Contractor shall attend technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance. Meetings, as deemed necessary by the COTR, will be held to resolve problems and to facilitate understanding of the technical requirements of the contract. The COTR will make a determination to call a meeting for the following issues:

- (1) Post award conference
- (2) Performance issues falling within the criteria of Section C
- (3) Recurring customer complaints
- (4) Incomplete or inaccurate deliverables

Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.3. Confidentiality and Classified Data - AOUSC 2003

- (a) The Government and Contractor agree that neither expects the performance under this contract to involve 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, 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 transcript order for a proceeding which will require the transcription of classified information or materials.
- (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.

SECTION I - CONTRACT CLAUSES

I.1. JP3 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (AUG 2004)

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

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

NUMBER	TITLE	DATE
1-5	Conflict of Interest	Aug 2004
1-10	Gratuities or Gifts	Jan 2003
1-15	Disclosure of Contractor Information to the Public	Aug 2004
2-20C	Warranty of Services	Jan 2003
2-55	Privacy or Security Safeguards	Jan 2003
3-25	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment.	Jan 2003
3-35	Covenant against Contingent Fees	Jan 2003
3-40	Restrictions on Subcontractor Sales to Govt	Jan 2003
3-45	Anti-Kickback Procedures	Jan 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
3-105	Audit of Records - Negotiations	Jan 2003
3-120	Order of Precedence	Jan 2003
3-160	Service Contract Act of 1965, as Amended	Jan 2003
3-175	Fair Labor Standards Act and Service Contract Act	Jan 2003
3-205	Protest after Award	Jan 2003
4-5	Ordering	Jan 2003
4-15	Definite Quantity	Jan 2003
4-20	Requirements	Jan 2003
4-25	Indefinite Quantity	Jan 2003
6-30	Insurance	Jan 2003
6-40	Federal, State, and Local Taxes	Jan 2003
6-65	Rights in Data - Special Works	Aug 2004
7-15	Observance of Regulations/Standards of Conduct	Jan 2003
7-25	Indemnification (Judiciary Property)	Aug 2004
7-30	Public Use of the Name of the Federal Judiciary	Jan 2003
7-35	Disclosure or Use of Information	Aug 2004
7-40	Contractor Relationships	Jan 2003
7-85	Examination of Records	Jan 2003
7-110	Bankruptcy	Jan 2003

7-130	Interest (Prompt Payment)	Jan 2003
7-135	Payments	Jan 2003
7-140	Discounts for Prompt Payment	Jan 2003
7-150	Extras	Jan 2003
7-185	Changes	Jan 2003
7-210	Payment for Emergency Closures	Aug 2004
7-215	Notification of Ownership Changes	Jan 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	Jan 2003
7-230	Termination for Default - Fixed-Price Products and Services	Jan 2003
7-235	Disputes	Jan 2003

I.2. JP3 Clause 2-90C, Option to Extend Services (JAN 2003)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract.

I.3. JP3 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract, provided that the Government shall give 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 Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months** from the date of contract award.

I.4. JP3 Clause 4-10, Order Limitations (JAN 2003)

- (a) Minimum order - When the judiciary requires products or services covered by this contract in an amount less than one page, the judiciary is not obliged to purchase, nor is the contractor obligated to furnish, those products or services under this contract.
- (b) Maximum order - The contractor is not obligated to honor:
 - (1) any order for a single item in excess of 500 pages per day
 - (2) any order for a combination of items in excess of 2500 pages ; or
 - (3) a series of orders from the same ordering office in the course of five business days that together call for quantities exceeding the limitations stated in subparagraph (b)(1) or (b)(2) above.
- (c) If this is a requirements contract, the judiciary is not required to order a part of any

one requirement from the contractor if that requirement exceeds the maximum-order limitations stated in paragraph (b) above.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office according to the table below, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the judiciary may acquire the products or services from another source.

Type of Transcript Response	Time Frame
Hourly	Within 3 business days of receipt of the order.
Daily	Within one hour of receipt of the order.
Expedited	Within one hour of receipt of the order.
Ordinary	Within 3 business days of receipt of the order.

I.5. JP3 Clause 7-20, Security Requirements (JAN 2003)

The Contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions.

I.6. JP3 Clause 7-120, Availability of Funds for the Next Fiscal Year (JAN 2003)

In accordance with the Judiciary's fiscal cycle, funds for payment of transcripts ordered by a Judicial Officer may not be readily available for performance under this contract beginning October 1 of any year. The judiciary's obligation for performance of this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Payments will be made immediately upon notification of funding availability. This funding restriction applies ONLY to transcript requests ordered by the Court. There is no funding limitations for non-government requestors.

SECTION J - LIST OF ATTACHMENTS

J.1. Maximum Transcript Rates

MAXIMUM TRANSCRIPT RATES - ALL PARTIES -PER PAGE

	Original	First 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	0.83	0.55
Expedited Transcript A transcript to be delivered within seven (7) calendar days after receipt of an order	\$4.40	0.83	0.55
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	0.83
Hourly Transcript A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours	\$6.60	1.10	0.83

Due to the potentially widespread use by parties of electronic copies of transcripts, the Conference approved an increase in the rates allowed for electronic copies of transcripts to make these rates the same as those allowed for paper transcripts. No additional charge is permitted for the cost of the media itself.

J.2 WAGE DETERMINATION

94-2033 AR, LITTLE ROCK

WAGE DETERMINATION NO: 94-2033 REV (30) AREA: AR, LITTLE ROCK

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL
WD:94-2034

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT,
U.S. DEPARTMENT OF LABOR, EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210
Wage Determination No.: 1994-2033
William W.Gross, Director
Division of Wage Determinations
Revision No.: 30 Date Of Revision: 05/23/2005
State: Arkansas

Area: Arkansas Counties of Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton,
Garland, Greene, Hot Spring, Independence, IZARD, Jackson, Lawrence, Lonoke, Marion,
Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp,
Stone, Van Buren, White, Woodruff, Yell

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.24
01012 - Accounting Clerk II	12.55
01013 - Accounting Clerk III	14.26
01014 - Accounting Clerk IV	19.95
01030 - Court Reporter	12.17
01050 - Dispatcher, Motor Vehicle	16.42
01060 - Document Preparation Clerk	9.83
01070 - Messenger (Courier)	9.83
01090 - Duplicating Machine Operator	9.83
01110 - Film/Tape Librarian	10.51
01115 - General Clerk I	9.59
01116 - General Clerk II	9.74
01117 - General Clerk III	11.73

01118 - General Clerk IV	13.19
01120 - Housing Referral Assistant	13.01
01131 - Key Entry Operator I	11.34
01132 - Key Entry Operator II	14.38
01191 - Order Clerk I	9.51
01192 - Order Clerk II	11.86
01261 - Personnel Assistant (Employment) I	11.52
01262 - Personnel Assistant (Employment) II	12.94
01263 - Personnel Assistant (Employment) III	13.08
01264 - Personnel Assistant (Employment) IV	14.27
01270 - Production Control Clerk	15.12
01290 - Rental Clerk	10.23
01300 - Scheduler, Maintenance	11.25
01311 - Secretary I	11.25
01312 - Secretary II	12.17
01313 - Secretary III	13.27
01314 - Secretary IV	15.39
01315 - Secretary V	17.08
01320 - Service Order Dispatcher	16.25
01341 - Stenographer I	9.45
01342 - Stenographer II	11.45
01400 - Supply Technician	15.39
01420 - Survey Worker (Interviewer)	10.54
01460 - Switchboard Operator-Receptionist	10.32
01510 - Test Examiner	12.17
01520 - Test Proctor	12.17
01531 - Travel Clerk I	10.15
01532 - Travel Clerk II	11.05
01533 - Travel Clerk III	11.68
01611 - Word Processor I	11.46
01612 - Word Processor II	11.59
01613 - Word Processor III	12.95
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.25
03041 - Computer Operator I	13.23
03042 - Computer Operator II	16.22
03043 - Computer Operator III	18.75
03044 - Computer Operator IV	21.84
03045 - Computer Operator V	23.06
03071 - Computer Programmer I (1)	17.09
03072 - Computer Programmer II (1)	19.91
03073 - Computer Programmer III (1)	26.79
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.58

03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.43
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.43
05010 - Automotive Glass Installer	13.14
05040 - Automotive Worker	13.29
05070 - Electrician, Automotive	15.55
05100 - Mobile Equipment Servicer	11.73
05130 - Motor Equipment Metal Mechanic	14.83
05160 - Motor Equipment Metal Worker	13.29
05190 - Motor Vehicle Mechanic	15.40
05220 - Motor Vehicle Mechanic Helper	10.97
05250 - Motor Vehicle Upholstery Worker	13.14
05280 - Motor Vehicle Wrecker	13.29
05310 - Painter, Automotive	14.05
05340 - Radiator Repair Specialist	13.29
05370 - Tire Repairer	10.83
05400 - Transmission Repair Specialist	15.40
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.85
07010 - Baker	8.97
07041 - Cook I	8.25
07042 - Cook II	9.35
07070 - Dishwasher	6.99
07130 - Meat Cutter	11.68
07250 - Waiter/Waitress	6.71
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.42
09040 - Furniture Handler	10.37
09070 - Furniture Refinisher	13.42
09100 - Furniture Refinisher Helper	10.48
09110 - Furniture Repairer, Minor	11.95
09130 - Upholsterer	13.42
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.31
11060 - Elevator Operator	8.44
11090 - Gardener	10.58
11121 - House Keeping Aid I	7.25
11122 - House Keeping Aid II	8.45
11150 - Janitor	7.80
11210 - Laborer, Grounds Maintenance	9.34
11240 - Maid or Houseman	7.25
11270 - Pest Controller	10.34

11300 - Refuse Collector	11.14
11330 - Tractor Operator	10.50
11360 - Window Cleaner	8.54
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.01
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.61
12073 - Licensed Practical Nurse III	15.23
12100 - Medical Assistant	10.83
12130 - Medical Laboratory Technician	12.95
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	9.02
12222 - Nursing Assistant II	10.45
12223 - Nursing Assistant III	11.40
12224 - Nursing Assistant IV	12.79
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.10
12311 - Registered Nurse I	18.29
12312 - Registered Nurse II	22.37
12313 - Registered Nurse II, Specialist	22.37
12314 - Registered Nurse III	27.07
12315 - Registered Nurse III, Anesthetist	27.07
12316 - Registered Nurse IV	30.60
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.90
13011 - Exhibits Specialist I	15.61
13012 - Exhibits Specialist II	18.90
13013 - Exhibits Specialist III	23.11
13041 - Illustrator I	15.61
13042 - Illustrator II	18.90
13043 - Illustrator III	23.11
13047 - Librarian	20.93
13050 - Library Technician	10.61
13071 - Photographer I	12.22
13072 - Photographer II	15.16
13073 - Photographer III	16.80
13074 - Photographer IV	20.55
13075 - Photographer V	24.85
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.65
15030 - Counter Attendant	7.65

15040 - Dry Cleaner	9.52
15070 - Finisher, Flatwork, Machine	7.65
15090 - Presser, Hand	7.65
15100 - Presser, Machine, Drycleaning	7.65
15130 - Presser, Machine, Shirts	7.65
15160 - Presser, Machine, Wearing Apparel, Laundry	7.65
15190 - Sewing Machine Operator	10.15
15220 - Tailor	10.80
15250 - Washer, Machine	8.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.58
19040 - Tool and Die Maker	18.97
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.61
21020 - Material Coordinator	16.53
21030 - Material Expediter	16.53
21040 - Material Handling Laborer	10.03
21050 - Order Filler	9.60
21071 - Forklift Operator	11.88
21080 - Production Line Worker (Food Processing)	11.88
21100 - Shipping/Receiving Clerk	11.11
21130 - Shipping Packer	11.11
21140 - Store Worker I	9.21
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.23
21210 - Tools and Parts Attendant	13.14
21400 - Warehouse Specialist	13.14
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.66
23040 - Aircraft Mechanic Helper	12.68
23050 - Aircraft Quality Control Inspector	17.15
23060 - Aircraft Servicer	14.47
23070 - Aircraft Worker	15.36
23100 - Appliance Mechanic	15.41
23120 - Bicycle Repairer	10.83
23125 - Cable Splicer	18.79
23130 - Carpenter, Maintenance	14.21
23140 - Carpet Layer	13.48
23160 - Electrician, Maintenance	16.91
23181 - Electronics Technician, Maintenance I	16.40
23182 - Electronics Technician, Maintenance II	19.84
23183 - Electronics Technician, Maintenance III	20.97
23260 - Fabric Worker	13.66
23290 - Fire Alarm System Mechanic	15.15
23310 - Fire Extinguisher Repairer	12.76

23340 - Fuel Distribution System Mechanic	16.64
23370 - General Maintenance Worker	12.69
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.73
23430 - Heavy Equipment Mechanic	15.65
23440 - Heavy Equipment Operator	14.08
23460 - Instrument Mechanic	16.67
23470 - Laborer	10.03
23500 - Locksmith	15.35
23530 - Machinery Maintenance Mechanic	16.98
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	10.48
23640 - Millwright	17.23
23700 - Office Appliance Repairer	15.41
23740 - Painter, Aircraft	15.41
23760 - Painter, Maintenance	13.52
23790 - Pipefitter, Maintenance	18.12
23800 - Plumber, Maintenance	17.12
23820 - Pneudraulic Systems Mechanic	16.67
23850 - Rigger	16.67
23870 - Scale Mechanic	14.53
23890 - Sheet-Metal Worker, Maintenance	15.02
23910 - Small Engine Mechanic	12.94
23930 - Telecommunication Mechanic I	17.92
23931 - Telecommunication Mechanic II	18.82
23950 - Telephone Lineman	16.29
23960 - Welder, Combination, Maintenance	14.39
23965 - Well Driller	16.32
23970 - Woodcraft Worker	16.67
23980 - Woodworker	12.55
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.46
24580 - Child Care Center Clerk	10.19
24600 - Chore Aid	8.57
24630 - Homemaker	15.14
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.80
25040 - Sewage Plant Operator	16.24
25070 - Stationary Engineer	17.80
25190 - Ventilation Equipment Tender	12.78
25210 - Water Treatment Plant Operator	14.61
27000 - Protective Service Occupations	
(not set) - Police Officer	17.20
27004 - Alarm Monitor	10.72
27006 - Corrections Officer	14.98

27010 - Court Security Officer	16.04
27040 - Detention Officer	14.98
27070 - Firefighter	16.07
27101 - Guard I	9.01
27102 - Guard II	12.94
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.20
28020 - Hatch Tender	14.20
28030 - Line Handler	14.20
28040 - Stevedore I	13.38
28050 - Stevedore II	15.04
29000 - Technical Occupations	
21150 - Graphic Artist	16.30
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	12.60
29024 - Archeological Technician II	14.08
29025 - Archeological Technician III	17.41
29030 - Cartographic Technician	23.15
29035 - Computer Based Training (CBT) Specialist/ Instructor	29.33
29040 - Civil Engineering Technician	18.18
29061 - Drafter I	12.91
29062 - Drafter II	16.78
29063 - Drafter III	18.11
29064 - Drafter IV	20.08
29081 - Engineering Technician I	13.17
29082 - Engineering Technician II	14.72
29083 - Engineering Technician III	18.49
29084 - Engineering Technician IV	20.50
29085 - Engineering Technician V	25.06
29086 - Engineering Technician VI	30.26
29090 - Environmental Technician	16.29
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	22.74
29210 - Laboratory Technician	15.07
29240 - Mathematical Technician	20.08
29361 - Paralegal/Legal Assistant I	13.49
29362 - Paralegal/Legal Assistant II	14.68
29363 - Paralegal/Legal Assistant III	15.92
29364 - Paralegal/Legal Assistant IV	18.25
29390 - Photooptics Technician	20.08
29480 - Technical Writer	24.29
29491 - Unexploded Ordnance (UXO) Technician I	20.02

29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.36
29621 - Weather Observer, Combined	
Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.60
31260 - Parking and Lot Attendant	7.30
31290 - Shuttle Bus Driver	12.12
31300 - Taxi Driver	9.44
31361 - Truckdriver, Light Truck	12.12
31362 - Truckdriver, Medium Truck	14.28
31363 - Truckdriver, Heavy Truck	16.64
31364 - Truckdriver, Tractor-Trailer	16.64
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.03
99030 - Cashier	7.43
99041 - Carnival Equipment Operator	8.27
99042 - Carnival Equipment Repairer	8.84
99043 - Carnival Worker	6.89
99050 - Desk Clerk	8.18
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.70
99500 - Recreation Specialist	11.33
99510 - Recycling Worker	13.65
99610 - Sales Clerk	9.74
99620 - School Crossing Guard (Crosswalk Attendant)	7.65
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	15.73
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.30
99660 - Surveying Aide	10.41
99690 - Swimming Pool Operator	12.09
99720 - Vending Machine Attendant	9.99
99730 - Vending Machine Repairer	12.09
99740 - Vending Machine Repairer Helper	9.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

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

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

K.1. 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.
- (d) *Taxpayer Identification Number (TIN):*
 - TIN has been applied for.
 - TIN is not required, because: _____
 - Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the federal government.
- (e) Type of organization: sole proprietorship; partnership; corporate entity (not tax-exempt); corporate entity (tax-exempt); government entity (federal, state or local); foreign government; international organization per-26 CFR 1.6049-4; other _____.
- (f) Common parent
 - Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - Name and TIN of common parent: Name _____
 - TIN _____

K.2. JP3 Provision 3-15, Place of Performance (JAN 2003)

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at address different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

K.3. JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2003)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
 - (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - (3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed

- circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
 - (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

K.4. JP3 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
 - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
 - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the offeror's organization responsible for determining*

the prices in this offer, and the title of his or her position in the offeror's organization);

- (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5. JP3 Provision 3-60, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 2003)

- (a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - (2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and
 - (3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold shall certify and disclose accordingly.
 - (4) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to civil penalty of not less than \$10,000.00 and not more than the judiciary's small purchase threshold, for each such failure.

K.6. 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: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

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

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

NUMBER	TITLE	DATE
3-10	Contractor Identification Number - Data	Jan 2003
	Universal Numbering System (DUNS) Number	
3-80	Submission of Offers	Jan 2003
3-85	Explanation to Prospective Offerors	Aug 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	Jan 2003
3-95	Preparation of Offers	Jan 2003
3-100	Instructions to Offerors	Jan 2003
3-110	Equal Offers or Quotations	Jan 2003
3-115	Facsimile Offers	Jan 2003
3-125	Acknowledgment of Solicitation Amendments	Jan 2003
3-135	Single or Multiple Awards	Jan 2003
7-60	Judiciary Furnished Property of Services	Jan 2003

L.2. JP-3 Provision 3-210, Protests (AUG 2004)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
 - (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or

- grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
- 2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or shall have been known. Protest based on alleged improprieties in a solicitation which are apparent prior to offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
 - (3) the protest shall include the following information:
 - (i) name, address, and fax and telephone numbers of the protester;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
 - (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Jim Benton, Procurement Administrator, U.S. District Court, 600 W. Capitol, Suite 402, Little Rock, AR 72201.
 - (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3. JP-3 Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a **single award**, indefinite-delivery indefinite-quantity requirements type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.4. INQUIRIES

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer **NO LATER THAN _____, 2005**. All correspondence

relating to the solicitation document may be emailed to Jim_Benton@ared.uscourts.gov or shall be submitted to: U.S. District Court, Eastern District of Arkansas, 600 W. Capitol, Suite 402, Little Rock, AR 72201. NO Telephone questions will be answered.

L.5. GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.5.1. PROPOSAL INSTRUCTIONS

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the Jim Benton, Procurement Administrator, U.S. District Court, Eastern District of Arkansas, at the address listed above. The Offeror shall furnish two (2) copies hard copies and one (1) electronic copy in text-searchable PDF format of the proposal and shall consist of the parts described below.

L.6. SAMPLE OF PREVIOUS WORK

The Offeror shall provide one sample of a transcript prepared for a federal court proceeding.

L.6.1. COVER SHEET (Standard Form 33)

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

L.6.2. SECTION K (REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR)

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.

L.6.3. ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the

Offeror's technical and price proposals.

L.6.4. COMPLETED SECTION B

In this section, offerors shall provide separate pricing for each Contract Line Item Number in Section B of the solicitation. Prices shall include a complete list of all services required to satisfy the requirements stated herein. All prices shall be firm-fixed.

L.6.5. COMPLETED SECTION G

The offeror shall complete section G.3(a) which identifies the contractor's representative to be contacted for contract administration matters.

L.7. TECHNICALLY ACCEPTABLE PROPOSAL

The technical proposal shall address the technical requirements of the solicitation. The offeror shall demonstrate its understanding and acceptance of the requirements set forth in Section C of the solicitation. The offeror shall include a statement stating that it understands and will comply with all provisions and requirements. This statement alone is not sufficient to establish technical acceptability. This proposal shall consist of the following parts:

L.7.1. CONTRACT COMPLIANCE - DEMONSTRATION OF UNDERSTANDING

In order to have a technically acceptable proposal, the offeror shall provide a narrative which addresses all the requirements of Section C and demonstrates an understanding of the work involved.

L.7.2. OFFEROR'S PAST PERFORMANCE REFERENCES

The Offeror shall provide references with a minimum of three and a maximum of five sites from the last three year period (preferably other Federal Courts, and other Federal Government agencies) at which the services described herein have been provided, in the area covered by the Eighth Circuit Court of Appeals. At a minimum, each reference site description shall include the following information:

- Department name, names of agencies supported.
- Original contract value and duration, and total value to date of all modifications/follow-ons to the original contract.
- Technical Point of Contact: name, title, address, and telephone number.
- Contracting Officer: name, address, and telephone number.
- Description of the contract effort and the date.
- If Contractor has provided daily copy within the last 6 months, please provide the docket number and the name of the attorney who ordered the transcripts.

References will be evaluated to assess Contractor responsibility and past performance.

L.7.3. DELIVERY SCHEDULE

The Offeror shall provide the delivery schedule specified in Section F.3.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE (AUG 2004)

NUMBER	TITLE	Date
2-85A	Evaluation Inclusive of Options	Jan 2003
3-70	Determination of Responsibility	Jan 2003

M.2. EVALUATION PROCESS

M.2.1. EVALUATION OF PROPOSALS

M.2.1.1. GENERAL

Contract award will be made to the responsible offeror whose proposal conforms to the solicitation, and is determined to be technically acceptable, and offers the lowest price to the Government and to the public with acceptable past performance in accordance with the requirements stated below.

The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

M.2.1.2. EVALUATION APPROACH

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability, and price reasonableness. Only those proposals found technically acceptable will be considered for award.

M.2.1.3. TECHNICAL ACCEPTABILITY EVALUATION

To be considered technically acceptable, the proposal shall be evaluated for the following:

Contract Compliance: The Contractor shall acknowledge its understanding and acceptance of requirements set forth in the Statement of Work, Sections C.2 through C.4 of the solicitation. Any Offeror failing to comply with all of the requirements of Section C.2 through C.3 shall be determined to be technically unacceptable, and shall be not be considered further for contract award. The Government reserves the right to seek clarifications or corrections prior to determining a proposal technically acceptable or unacceptable.

M.2.1.4. PRICE EVALUATION

The offeror's proposed prices will be evaluated for reasonableness. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with the work performed under the contract. Offers that contain unrealistic prices will not be considered for award. Offers that exceed the maximum transcript rates prescribed by the Judiciary Conference of the United States, as shown in Section J.1., will not be considered for award. The total price for the base period and all option periods will be added together in determining the total evaluated price. If offers are equal in terms of technical acceptability and price, past performance will be used as the determining factor for award.

M.2.1.5. PAST PERFORMANCE

Award will be made to the low priced, technically acceptable offer from a responsible offeror with acceptable past performance. At a minimum, this evaluation will take into account past performance information submitted as a part of each offeror's proposal including information regarding predecessor companies and/or subcontractors that will perform major or critical aspects of the requirement. For those offerors without a record of relevant past performance or for whom information on past performance is not available, the offeror will receive a neutral past performance evaluation. The government reserves the right to consider information available to it from other sources. Less than three submitted references may be regarded as inadequate to properly evaluate an offeror's past performance and may result in a "neutral" rating.

M.3. CONTRACT AWARD

The Clerk's Office intends to award a single award, indefinite delivery/indefinite quantity contract resulting from this solicitation. Contract award will be made to the responsible offeror, whose offer is technically acceptable and offers the best price. If offers are equal in terms of technical acceptability and price, past performance will be used as the determining factor for award.

M.4. JP-3 Provision 3-70, Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror(s) prior to contract award. If the prospective contractor(s) 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.