



**United States Bankruptcy Court  
for the District of Arizona  
230 N. 1<sup>st</sup> Street, Suite 101  
Phoenix, Arizona 85003-1706  
(602) 682-4000**

Terrence S. Miller  
Clerk of Court

Michael R. Temple  
Chief Deputy Clerk

August 10, 2007

The United States Bankruptcy Court, District of Arizona, is requesting a written quotation for Court Transcription Services. A detailed Specification of Work is attached.

**Special Notes:**

- \* This is a request for a Lowest Price, Technically Acceptable, Open Market Quotation, Number AZB-08-01
- \* For all quotations over \$2,500.00, the incorporation of the attached wage determination is mandatory.

Quotations are due not later than **Friday, August 24, 2007 at 3:00 PM (MST)**. Late quotations shall not be accepted.

Offerors are to complete the attached Request for Quote (RFQ) form as submit via one of the following methods:

Fax: (602) 682-4137 (ATTN: Diane Harnisch)

Mail/Hand-Delivery: U.S. Bankruptcy Court  
Attn: Diane Harnisch/Quote Number T01  
230 N. 1st Avenue, Suite 101  
Phoenix, Arizona 85003

Email: Diane\_Harnisch@azb.uscourts.gov

Questions concerning this request are to be directed to Diane Harnisch via the above email address. Telephonic questions will not be entertained.

## Quote Sheet

Offerors are to complete the following and submit with their quote:

Offeror's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Vendor Tax ID: \_\_\_\_\_

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **Pricing Information**

1. The Contractor shall provide transcription services as specified in the Statement of Work, included in this solicitation, at the rates defined below.
2. 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 as an attachment to this solicitation document.
3. Any offer provided to perform transcription services that exceed the maximum rates will not be accepted.
4. 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 PDF format, as required in the Statement of Work.
5. Contractor may charge prices for transcripts requested by the parties, including the United States Government, at the rates which are set forth below. The Contractor shall not add any transcript surcharges or service fees to the schedule rates.
6. Authentication and certification of each transcribed document is included in the prices below.
7. Pricing shall include postage for “ordinary” delivery, as defined in the Statement of Work. 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.
8. Pricing shall include any costs associated with attending technical meetings post award or contract administration conferences as referenced in the Statement of Work.
9. The services and price shall include all services including, but not limited to, equipment, personnel, government certifications and fuel surcharges.
10. 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.
11. Term of any resultant contract shall be from October 1, 2007 through September 30, 2008, with the option to extend for two (2) additional twelve (12) month periods, based on acceptable performance. The total term of any resultant contract shall next exceed 36-months. In no circumstances shall the contract exceed \$100,000 in generated revenue.

## Pricing Schedules

1. 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.
  
2. Pricing, per the Statement of Work, for the period October 1, 2007 through September 30, 2008:
  - 2.1 Ordinary Transcript, Original Copy: \$\_\_\_\_\_ Per Page
  - 2.2 Ordinary Transcript, Copy to each Party: \$\_\_\_\_\_ Per Page
  - 2.3 Ordinary Transcript, Each Additional Copy to each Party: \$\_\_\_\_\_ per Page
  - 2.4 Expedited Transcript, Original Copy: \$\_\_\_\_\_ per Page
  - 2.5 Expedited Transcript, Copy to each Party: \$\_\_\_\_\_ per Page
  - 2.6 Expedited Transcript, Additional Copy to each Party: \$\_\_\_\_\_ per Page
  - 2.7 Daily Transcript, Original Copy: \$\_\_\_\_\_ per Page
  - 2.8 Daily Transcript, Copy to each Party: \$\_\_\_\_\_ per Page
  - 2.9 Daily Transcript, Each Additional Copy to each Party: \$\_\_\_\_\_ per Page
  - 2.10 Hourly Transcript - Original Copy: \$\_\_\_\_\_ per Page
  - 2.11 Hourly Transcript, Copy to each Party: \$\_\_\_\_\_ per Page
  - 2.12 Hourly Transcript - Each Additional Copy to each Party: \$\_\_\_\_\_ per Page



3. Pricing, per the Statement of Work, for the period October 1, 2008 though September 30, 2009:

- 3.1 Ordinary Transcript, Original Copy: \$\_\_\_\_\_ Per Page
- 3.2 Ordinary Transcript, Copy to each Party: \$\_\_\_\_\_ Per Page
- 3.3 Ordinary Transcript, Each Additional Copy to each Party: \$\_\_\_\_\_ per Page
- 3.4 Expedited Transcript, Original Copy: \$\_\_\_\_\_ per Page
- 3.5 Expedited Transcript, Copy to each Party: \$\_\_\_\_\_ per Page
- 3.6 Expedited Transcript, Additional Copy to each Party: \$\_\_\_\_\_ per Page
- 3.7 Daily Transcript, Original Copy: \$\_\_\_\_\_ per Page
- 3.8 Daily Transcript, Copy to each Party: \$\_\_\_\_\_ per Page
- 3.9 Daily Transcript, Each Additional Copy to each Party: \$\_\_\_\_\_ per Page
- 3.10 Hourly Transcript - Original Copy: \$\_\_\_\_\_ per Page
- 3.11 Hourly Transcript, Copy to each Party: \$\_\_\_\_\_ per Page
- 3.12 Hourly Transcript - Each Additional Copy to each Party: \$\_\_\_\_\_ per Page

4. Pricing, per the Statement of Work, for the period October 1, 2009 though September 30, 2010:

- |      |                                                          |                  |
|------|----------------------------------------------------------|------------------|
| 4.1  | Ordinary Transcript, Original Copy:                      | \$_____ Per Page |
| 4.2  | Ordinary Transcript, Copy to each Party:                 | \$_____ Per Page |
| 4.3  | Ordinary Transcript, Each Additional Copy to each Party: | \$_____ per Page |
| 4.4  | Expedited Transcript, Original Copy:                     | \$_____ per Page |
| 4.5  | Expedited Transcript, Copy to each Party:                | \$_____ per Page |
| 4.6  | Expedited Transcript, Additional Copy to each Party:     | \$_____ per Page |
| 4.7  | Daily Transcript, Original Copy:                         | \$_____ per Page |
| 4.8  | Daily Transcript, Copy to each Party:                    | \$_____ per Page |
| 4.9  | Daily Transcript, Each Additional Copy to each Party:    | \$_____ per Page |
| 4.10 | Hourly Transcript - Original Copy:                       | \$_____ per Page |
| 4.11 | Hourly Transcript, Copy to each Party:                   | \$_____ per Page |
| 4.12 | Hourly Transcript - Each Additional Copy to each Party:  | \$_____ per Page |

## **Statement of Work Court Transcription Services**

### **1. Background:**

- 1.1 The U.S. Bankruptcy Court for the District of Arizona, 230 North First Avenue, Phoenix, Arizona, (“Clerk’s Office”), requires transcription services for FTR Gold digital electronic sound recordings of proceedings held before any bankruptcy judge of this court. Said proceedings may be conducted at any of the following office locations:
  - 1.1.1 US Courthouse and Federal Building, 230 North First Avenue, Phoenix, Arizona
  - 1.1.2 James A. Walsh Courthouse, 38 South Scott Avenue, Tucson, Arizona
  - 1.1.3 Yuma Courthouse, 325 West 19<sup>th</sup> Street, Suite D, Yuma, Arizona
- 1.2 Proceedings may also be recorded in remote locations designated to hold court, including, but not limited to:
  - 1.2.1 Prescott Valley, Arizona
  - 1.2.2 Bullhead City, Arizona
  - 1.2.3 Kingman, Arizona
  - 1.2.4 Flagstaff, Arizona
  - 1.2.5 Sierra Vista, Arizona
- 1.3 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 Arizona Mountain Standard Time.

### **2. General Requirements and Specifications:**

- 2.1 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.
- 2.2 The transcript order request form, audio of the proceeding, electronic log notes, and CIR (Case Information Record) form which provides case specific information, will be transmitted to the Contractor. The Contractor must have the ability to receive transcript orders via an upload of FTR electronic data in order to meet technical acceptability requirements for this contract. The Contractor must have the ability to read FTR log notes, use free FTR player software to playback the audio record which is the basis of the transcript, and have the ability to open PDF formatted documents. Two methods for accepting transcript requests are available to the Contractor. The Contractor shall provide one method or the other:

- 2.2.1 The Contractor may set up an FTP (File Transfer Protocol) site in order to receive an upload from the Clerk's Office, or
- 2.2.2 The Contractor may subscribe to FTR's The Record Online website at <http://199.231.130.77/tronline/> at Contractor's own expense.
- 2.3 The contractor must be able to return completed transcript copies as e:mail attachments to the Court, in a PDF format. All Original Transcripts must be provided in standard hard copy paper format (defined elsewhere in this Statement of Work) to all requesting parties, including transcript orders requested by the Court.
- 2.4 All services shall be performed at the contractor's place of business. No space will be provided within the court for execution of this contract.

### 3. Basic Service Capabilities:

- 3.1 The Contractor shall provide the following:
  - 3.1.1 Transcription services of digital recordings, recorded with FTR GOLD Software in all Bankruptcy Court offices and remote locations as noted in paragraphs 1.1 and 1.2, above.
  - 3.1.2 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.
  - 3.1.3 The 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.
  - 3.1.4 The 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. There shall be no additional cost for the court copy.

- 3.1.5 Delivery of the copy shall occur by electronic transmission as a.pdf attachment to e:mail, within three (3) business days after delivery of the original transcript to the requestor.

#### **4. Transcription Parameters:**

- 4.1 The Contractor shall provide transcripts which adhere to the following criteria:
- 4.1.1 Transcripts may be sold in compact disk form in ASCII format, or other format requested by the ordering party and agreed to by the court reporter or transcriber whether they represent originals, first copies or additional copies.
- 4.1.2 Each page of transcript sold on disk must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and diskettes may not contain any protection or programming codes that would prevent copying or transferring the data.
- 4.1.3 As with disks, court reporters and transcribers who have the capability, may sell compressed transcripts on a per page basis. However, there is no requirement to provide such a service.
- 4.2 The format standards for paper transcript incorporate government standards for archival materials, as well as assure that all transcripts produced in federal courts is produced on the same basis, whether by official staff, contract, or substitute reporters, or by transcription companies.
- 4.2.2 Size: Paper size is to be 8 ½ x 11 inches when submitted in hard copy.
- 4.2.3 Weight: Paper is to be at least 13 pounds for both originals and paper copies.
- 4.2.4 Type: Paper quality for both originals and copies is to be of chemical wood or better.
- 4.2.5 Color: White paper for both originals and copies and all with black ink.
- 4.2.6 Preprinted: 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.
- 4.2.7 Page Numbers: Each page of transcription is to bear numbers indicating

each line of transcription on the page.

- 4.2.8 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.)
- 4.2.9 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.
- 4.2.10 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.
- 4.2.11 Spacing: Lines of transcript text are to be double spaced.
- 4.2.12 Upper/Lower Case: Upper and lower case is preferred but all upper case may be used.
- 4.2.13 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.
- 4.2.14 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.
- 4.2.15 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.

- 4.2.16 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.
- 4.2.17 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.
- 4.2.18 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.
- 4.2.19 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.
- 4.2.20 Legibility: The original transcript and each copy are to be legible without any interlineations materially defacing the transcript.
- 4.2.21 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.

4.2.22 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.

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

- a. Each volume of transcript should be numbered consecutively.
- b. 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.

4.2.24 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.

4.2.25 Authentication:

- a. 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.
- b. 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.).

4.2.26 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

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

4.3 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, there 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.

4.4 Term of Contract: Term of any resultant contract shall be from October 1, 2007 through September 30, 2008, with the option to extend for two (2) additional twelve (12) month periods, based on acceptable performance. The total term of any resultant contract shall next exceed 36-months.

**5. Personnel:**

5.1 The contractor shall either be approved by the Administrative Office of the U.S. Courts or possess one or more of the following credentials:

5.1.1 CET (Certified Electronic Court Transcriber) certification from the AAERT (American Association of Electronic Recorders and Transcribers), OR

- 5.1.2 Registered Professional Reporter (RRP) Certification by the National Court Reporters Association, OR
- 5.1.3 State professional test-based credentials.
- 5.2 The contractor shall have experience performing transcription services in local, state or United States Courts. Samples of transcriptions may be requested.
- 5.3 The contractor shall have the capability to transcribe at least 250 pages per day with a maximum of 500 pages per day.
- 5.4 The contractor shall have the capability to provide original transcripts in paper or electronic form, and provide court copies as .pdf attachments to emails.
- 5.5 The contractor shall have the capability of picking up available media from the Court's electronic recorder personnel or receiving expedited commercial delivery, in the event of electronic system failure. This will allow the ability to continue transcript production within required schedules.
- 5.6 The contractor may request pre-payment of fees before beginning transcript preparation from any requesting party, except the contractor shall not request pre-payment for transcripts ordered by the Court, a Judicial Judge or any Federal Government entity.
- 5.7 The contractor must resolve any collection disputes arising between the requesting party and the contractor. Collection disputes for transcripts ordered on behalf of the US Government by a Judicial Officer will be resolved by the contractor and the Contracting Officer.
- 5.8 Delivery shall take place upon physical receipt of an original hard copy or electronic transcript by the requesting party. Delivery of the copy shall take place upon receipt of the e-mail file by the Court electronic recorder personnel. The contractor shall bear sole responsibility for ensuring direct delivery to the requesting parties and the court.
- 5.9 The contractor shall, at all times, promptly provide as many qualified transcriptionists and maintain such staff as may be necessary for the prompt furnishing of quality transcribing services, including transcripts which shall conform to the format set forth herein.
- 5.10 The use of students is not acceptable.

## **6. Performance Standards:**

- 6.1 The contractor shall guarantee that all work shall be performed in a businesslike manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, to include following acceptable rules of spelling and punctuation, *shall result in a retyping of the transcript at no additional expense to the Court.*

- 6.2 The contractor shall be responsible for furnishing complete transcripts, which accurately reflect the full and complete verbatim record of the hearing. An unacceptable standard of performance shall be transcripts that include in excess of (1) error, attributable to the contractor's performance, per 100 words of transcript.
- 6.3 The contractor shall be notified, via email, those transcripts which are unacceptable to the Court. The email will contain all instances which require correction. The contractor shall have 48 hours in which to correct the transcript and return back to the Court.
- 6.4 An unacceptable standard of performance, as identified in 6.2 above, may result in a request for a Corrective Action Plan. A continued trend of unacceptable standards of performance may be grounds for termination of the contract for breach.

## **7. Redaction:**

- 7.1 The transcription service provides the ordering attorney or pro se party the original transcript and then provides an electronic copy to the Court. This copy is in electronic format which is subsequently entered on the CM/ECF docket, thereby becoming available for public viewing.
- 7.2 Each party's attorney is required to review a transcript for information that should be redacted under the Judicial Conference's privacy policy, (i.e., only the last 4 of each social security number should appear; birth dates should show only the year of birth; minors should be referred to with only the initials of their name and financial account numbers should only show the last 4 digits. Attorneys and interested parties have five (5) business days from the date of the delivery of the certified official transcript with the Clerk's office, to file a notice of intent to request redaction. If no request for redaction is filed, the transcript will be filed and docketed in CM/ECF after the 5-day waiting period has expired.
- 7.3 If a request for redaction is filed, the attorney has 21 days to review the transcript and submit, to the transcriber, a list of the places in the transcript where the personnel data to be redacted appears. The 21-day time may be extended upon court order for good cause. The transcriber must redact the identifiers as directed by the party. Also during this time period, any attorney could, by motion, request additional information be redacted. No remote electronic public access to transcripts will be allowed until the court has ruled on any such motion.
- 7.4 The transcribers have an additional five (5) days from receipt of the request for redaction, to revise and resubmit the transcript to the parties and the court. The contractor shall ensure that all requested redactions have been completed.
- 7.5 Revising transcripts due to requests for redaction shall be at no additional cost to either the Court nor the requesting parties.

## **8. Delinquent Transcripts:**

- 8.1 This contract may be terminated for breach, if the contractor fails to deliver completed transcripts in accordance with the stated delivery schedule, included herein.
- 8.2 Transcripts that are incomplete, inaccurate or otherwise unacceptable and are not corrected within the required time period identified in 6.4, above, will be considered delinquent.
- 8.3 The Contracting Officer may grant a waiver, on a case-by-case basis, upon the written petition of the reporter, stating the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.
- 8.4 Any transcripts which have been corrected or changed in any way at the request of a third party, the Court will immediately be notified and provided a copy of the corrected transcript.

## **9. Meetings and Conferences:**

- 9.1 The contractor may be required to attend meetings or conferences to discuss contract administration, during the course of the contract, and the contractor will attend, at no additional cost to the Court. A transcription of the meetings or conferences will not be required.

## **10. Order Limitation:**

- 10.1 **Minimum Order:** When the judiciary requires products or services covered by this contract, in an amount less than one (1) page, the judiciary is not obligated to purchase, nor is the contractor obligated to furnish, those products or services under this contract.
- 10.2 **Maximum Order:** The contractor is not obligated to honor:
  - 10.2.1 Any order for a single item in excess of 500 pages per day
  - 10.2.2 Any order for a combination of items in excess of 2500 pages, OR
  - 10.2.3 A series of orders from the same ordering office in the course of five (5) business days that together, call for quantities exceeding the limitations stated in subparagraphs 10.2.1 and 10.2.2, above.
- 10.3 Notwithstanding paragraphs 10.1 and 10.2, above, the contractor shall honor any order exceeding the stated maximum order limitations, 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 receipt of this notice, the Judiciary may acquire the products or services from another source.

- 10.3.1 Hourly Transcript Response: Within one hour of receipt of order.
- 10.3.2 Daily Transcript Response: Within one hour of receipt of order.
- 10.3.3 Expedited Transcript Response: Within one hour of receipt of order.
- 10.3.4 Ordinary Transcript Response: Within 48 hours of receipt of order.

**11. Estimated Usage:** The contract shall be on an indefinite delivery-indefinite quantity, requirements basis. The Court makes no guarantee as to the minimum volume of hours, pages, etc. may be required.

**12. Usage Report:**

12.1 The contractor shall furnish the Court a monthly usage report delineating all activity governed by this contract. The format of the report shall be provided to the successful contractor at time of contract award.

**13. Invoices:**

13.1 Invoices for transcripts ordered by the Court, shall be submitted in an original and two (2) copies to: US Bankruptcy Court, District of Arizona, 230 N. 1<sup>st</sup> Avenue, Suite 101, Phoenix, Arizona 85003. In no circumstances shall the contract exceed \$100,000 in generated revenue.

13.2 Invoices for transcript ordered through the Court on behalf of others must be sent to the requesting party. The contractor must perform all tasks associates with collecting fees from the appropriate parties, including collection of deposits from parties. The Court cannot assist in dispute resolution.

**14. Selection for Award:** This procurement will be awarded to the lowest priced offer which meets the following minimum technical requirements and is made by a responsible offeror:

14.1 Experience: The offeror provides documentation which supports the offeror has successful past performance in providing the type of services as identified within this Statement of Work.

14.2 Expertise: The offeror provides documentation which supports their personnel posses the minimum required levels of skills as identified within this Statement of Work, and

**15. Quotation Submittal:** Offers should submit the following documents with their quotes:

- 8.1 Quote Sheet.
- 8.2 Pricing Schedules.
- 8.3 Professional References.
- 8.4 Personnel Information.
- 8.5 Note: Offerors are not required to submit samples of transcripts with their offer.

## Professional References

The offeror is to provide three (3) separate professional services references, which will substantiate the offeror has the experience in providing similar services as identified in this Statement of Work. (This document may be reproduced as necessary to accommodate information):

### Reference Number One:

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Services: \_\_\_\_\_

Detailed Description of Services Provided :

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### Reference Number Two:

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Services: \_\_\_\_\_

Detailed Description of Services Provided :

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### Reference Number Three:

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Services: \_\_\_\_\_

Description of Services Provided:

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**Note: Copies of transcripts should NOT be submitted with your quote, but rather, to be submitted if requested.**

## **Personnel Information**

The offeror should submit the name(s) of the individual(s) who are available to provide the required services under any resultant contract and their related experience, as follows. (This document may be reproduced as necessary to accommodate information):

1. **Name of Individual:** \_\_\_\_\_

2. **Expertise:** This individual possesses the following minimum skills (check all that apply):

- CET (Certified Electronic Court Transcriber) certification from the AAERT (American Association of Electronic Recorders and Transcribers), OR
- Registered Professional Reporter (RRP) Certification by the National Court Reporters Association, OR
- State professional test-based credentials.

Provide copies of all applicable certificates/certifications.

**Purchase Order Terms and Conditions  
Provisions and Clauses**

**REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES:**

**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 provisions 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>

**2. JP3 Clause B-5 Clauses Incorporated by Reference (AUG 2004):**

This procurement incorporates one or more clauses by reference, with the same force and effects 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 solicitation provision may be accessed electronically at the address above.

**3. JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (AUG 2004):**

The CO may add additional Standard Judiciary Provisions and Clauses if appropriate to the procurement and as noted below:

JP-3 Clause 1-1	Employment by the Government (Jan 2003)
JP-3 Clause 1-5	Conflict of Interest (Aug 2004)
JP3 Clause 2-5B	Inspection of Services (Aug 2004)
JP3 Clause 2-25A	Delivery Terms and Contractor's Responsibilities (Jan 2003)
JP3 Clause 2-20C	Warranty of Services (Jan 2003)
JP3 Clause 2-45	Packaging and Marking (Aug 2004)
JP3 Clause 2-60	Stop-Work Order (Jan 2003)
JP3 Clause 3-80	Judiciary Property (Jan 2003)
JP3 Clause 3-160	Service Contract Act of 1965, as Amended (Jan 2003)
JP3 Clause 7-1	Contract Administration (Jan 2003)
JP3 Clause 7-15	Observance of Regulations/Standards of Conduct (Jan 2003)
JP3 Clause 7-20	Security Requirements (Jan 2003)
JP3 Clause 7-30	Public Use of the Name of the Federal Judiciary (Jan 2003)
JP3 Clause 7-35	Disclosure or Use of Information (Aug 2004)
JP3 Clause 7-40	Contractor Relationships (Jan 2003)
JP3 Clause 7-55	Contractor Use of Judiciary Networks (Jan 2003)
JP3 Clause 130	Interest (Prompt Payment) (Jan 2003)
JP3 Clause 7-135	Payments (Jan 2003)
JP3 Clause 7-200	Government Delay in Work (Jan 2003)
JP3 Clause 7-220	Termination for Convenience of the Judiciary (Fixed-Price) (Jan 2003)
JP3 Clause 7-230	Termination for Default - Fixed Price Products and Service (Jan 2003)
JP3 Clause 7-235	Disputes (Jan 2003)
JP3 Clause 7-220	Termination for Convenience of the Judiciary (Short Form) (Aug 2004)

## **Confidentiality and Classified Data - AOUSC 2003**

- (a) The Government and Contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, 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.

**Maximum Transcript Rates - All Parties**  
**Per Page**

	<b>Original</b>	<b>First Copy to Each Party</b>	<b>Each Additional Copy to the Same Party</b>
<b><u>Ordinary Transcript</u></b> A transcript to be delivered within thirty (30) calendar days after receipt of the order	\$ 3.30	\$ .83	\$ .55
<b><u>Expedited Transcript</u></b> A transcript to be delivered within seven (7) calendar days after receipt of an order	\$ 4.40	\$ .83	\$ .55
<b><u>Daily Transcript</u></b> 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 is actually is a court day	\$ 5.50	\$ 1.10	\$ .83
<b><u>Hourly Transcript</u></b> A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours	\$ 6.60	\$ 1.10	\$ .83

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



01112 - General Clerk II	12.38
01113 - General Clerk III	14.20
01120 - Housing Referral Assistant	19.35
01141 - Messenger Courier	10.83
01191 - Order Clerk I	12.32
01192 - Order Clerk II	14.86
01261 - Personnel Assistant (Employment) I	14.40
01262 - Personnel Assistant (Employment) II	16.11
01263 - Personnel Assistant (Employment) III	17.96
01270 - Production Control Clerk	18.67
01280 - Receptionist	12.23
01290 - Rental Clerk	13.88
01300 - Scheduler, Maintenance	16.08
01311 - Secretary I	16.08
01312 - Secretary II	17.50
01313 - Secretary III	19.35
01320 - Service Order Dispatcher	13.02
01410 - Supply Technician	20.95
01420 - Survey Worker	15.17
01531 - Travel Clerk I	11.92
01532 - Travel Clerk II	12.86
01533 - Travel Clerk III	13.84
01611 - Word Processor I	12.59
01612 - Word Processor II	14.38
01613 - Word Processor III	15.98
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.81
05010 - Automotive Electrician	19.77
05040 - Automotive Glass Installer	18.91
05070 - Automotive Worker	18.91
05110 - Mobile Equipment Servicer	16.18
05130 - Motor Equipment Metal Mechanic	22.09
05160 - Motor Equipment Metal Worker	19.10
05190 - Motor Vehicle Mechanic	21.02
05220 - Motor Vehicle Mechanic Helper	14.72
05250 - Motor Vehicle Upholstery Worker	17.66
05280 - Motor Vehicle Wrecker	19.10
05310 - Painter, Automotive	21.54
05340 - Radiator Repair Specialist	19.07
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.36
07041 - Cook I	10.50
07042 - Cook II	11.67
07070 - Dishwasher	8.17
07130 - Food Service Worker	9.41
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	7.94

09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	16.50	
09040 - Furniture Handler	10.88	
09080 - Furniture Refinisher	16.50	
09090 - Furniture Refinisher Helper	12.16	
09110 - Furniture Repairer, Minor	14.59	
09130 - Upholsterer	16.50	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	8.55	
11060 - Elevator Operator	8.55	
11090 - Gardener	12.96	
11122 - Housekeeping Aide		9.68
11150 - Janitor	10.25	
11210 - Laborer, Grounds Maintenance	10.31	
11240 - Maid or Houseman	8.39	
11260 - Pruner	10.14	
11270 - Tractor Operator	11.82	
11330 - Trail Maintenance Worker	9.37	
11360 - Window Cleaner	11.08	
12000 - Health Occupations		
12010 - Ambulance Driver	12.53	
12011 - Breath Alcohol Technician	16.94	
12012 - Certified Occupational Therapist Assistant	18.63	
12015 - Certified Physical Therapist Assistant	18.63	
12020 - Dental Assistant	15.33	
12025 - Dental Hygienist	34.70	
12030 - EKG Technician	19.17	
12035 - Electroneurodiagnostic Technologist	19.17	
12040 - Emergency Medical Technician	12.79	
12071 - Licensed Practical Nurse I	15.16	
12072 - Licensed Practical Nurse II	16.87	
12073 - Licensed Practical Nurse III	18.89	
12100 - Medical Assistant	12.81	
12130 - Medical Laboratory Technician	14.74	
12160 - Medical Record Clerk	12.22	
12190 - Medical Record Technician	15.57	
12195 - Medical Transcriptionist	14.54	
12210 - Nuclear Medicine Technologist	27.81	
12221 - Nursing Assistant I	9.62	
12222 - Nursing Assistant II	10.81	
12223 - Nursing Assistant III	11.80	
12224 - Nursing Assistant IV	13.24	
12235 - Optical Dispenser	14.44	
12236 - Optical Technician	14.17	
12250 - Pharmacy Technician		13.00
12280 - Phlebotomist	13.24	
12305 - Radiologic Technologist	21.89	
12311 - Registered Nurse I	23.91	
12312 - Registered Nurse II	29.28	

12313 - Registered Nurse II, Specialist	29.28	
12314 - Registered Nurse III	35.43	
12315 - Registered Nurse III, Anesthetist	35.43	
12316 - Registered Nurse IV	42.42	
12317 - Scheduler (Drug and Alcohol Testing)	20.20	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	15.53	
13012 - Exhibits Specialist II	19.16	
13013 - Exhibits Specialist III	23.37	
13041 - Illustrator I	18.79	
13042 - Illustrator II	23.18	
13043 - Illustrator III	28.27	
13047 - Librarian	21.60	
13050 - Library Aide/Clerk	12.90	
13054 - Library Information Technology Systems Administrator		20.92
13058 - Library Technician	14.08	
13061 - Media Specialist I	13.74	
13062 - Media Specialist II	15.38	
13063 - Media Specialist III	17.15	
13071 - Photographer I	14.99	
13072 - Photographer II	17.27	
13073 - Photographer III	21.32	
13074 - Photographer IV	26.01	
13075 - Photographer V	31.55	
13110 - Video Teleconference Technician	13.54	
14000 - Information Technology Occupations		
14041 - Computer Operator I	13.15	
14042 - Computer Operator II	15.92	
14043 - Computer Operator III	18.30	
14044 - Computer Operator IV	20.68	
14045 - Computer Operator V	22.56	
14071 - Computer Programmer I (1)	20.91	
14072 - Computer Programmer II (1)	24.91	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	13.15	
14160 - Personal Computer Support Technician	20.68	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.93	
15020 - Aircrew Training Devices Instructor (Rated)	33.42	
15030 - Air Crew Training Devices Instructor (Pilot)	36.76	
15050 - Computer Based Training Specialist / Instructor	28.44	
15060 - Educational Technologist	19.35	
15070 - Flight Instructor (Pilot)	36.76	
15080 - Graphic Artist	20.44	

15090 - Technical Instructor	17.88	
15095 - Technical Instructor/Course Developer	21.87	
15110 - Test Proctor	14.86	
15120 - Tutor	14.86	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.20	
16030 - Counter Attendant	8.20	
16040 - Dry Cleaner	10.24	
16070 - Finisher, Flatwork, Machine	8.20	
16090 - Presser, Hand	8.20	
16110 - Presser, Machine, Drycleaning	8.20	
16130 - Presser, Machine, Shirts	8.20	
16160 - Presser, Machine, Wearing Apparel, Laundry	8.20	
16190 - Sewing Machine Operator	10.91	
16220 - Tailor	11.60	
16250 - Washer, Machine	8.91	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	16.74	
19040 - Tool And Die Maker		22.78
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	13.52	
21030 - Material Coordinator	18.87	
21040 - Material Expediter	18.87	
21050 - Material Handling Laborer	11.91	
21071 - Order Filler	11.13	
21080 - Production Line Worker (Food Processing)	13.52	
21110 - Shipping Packer	13.891	
21130 - Shipping/Receiving Clerk	14.52	
21140 - Store Worker I	8.25	
21150 - Stock Clerk	13.00	
21210 - Tools And Parts Attendant	14.00	
21410 - Warehouse Specialist	14.00	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	26.63	
23021 - Aircraft Mechanic I	25.32	
23022 - Aircraft Mechanic II	26.63	
23023 - Aircraft Mechanic III	27.96	
23040 - Aircraft Mechanic Helper	17.73	
23050 - Aircraft, Painter	24.05	
23060 - Aircraft Servicer	21.26	
23080 - Aircraft Worker	22.78	
23110 - Appliance Mechanic	17.63	
23120 - Bicycle Repairer	12.92	
23125 - Cable Splicer	21.98	
23130 - Carpenter, Maintenance	16.50	
23140 - Carpet Layer	15.63	
23160 - Electrician, Maintenance	19.99	
23181 - Electronics Technician Maintenance I	14.86	
23182 - Electronics Technician Maintenance II	23.05	

23183 - Electronics Technician Maintenance III	25.36
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.64
23310 - Fire Extinguisher Repairer	14.71
23311 - Fuel Distribution System Mechanic	22.42
23312 - Fuel Distribution System Operator	15.55
23370 - General Maintenance Worker	15.63
23380 - Ground Support Equipment Mechanic	25.32
23381 - Ground Support Equipment Servicer	21.26
23382 - Ground Support Equipment Worker	22.78
23391 - Gunsmith I	13.63
23392 - Gunsmith II	16.31
23393 - Gunsmith III	18.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.76
23411 - Heating, Ventilation And Air Contdioning Mechanic (Research Facility)	19.60
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	18.35
23460 - Instrument Mechanic	19.98
23465 - Laboratory/Shelter Mechanic	17.65
23470 - Laborer	10.02
23510 - Locksmith	16.52
23530 - Machinery Maintenance Mechanic	21.27
23550 - Machinist, Maintenance	17.55
23580 - Maintenance Trades Helper	12.16
23591 - Metrology Technician I	19.98
23592 - Metrology Technician II	20.86
23593 - Metrology Technician III	21.91
23640 - Millwright	23.72
23710 - Office Appliance Repairer	18.81
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	18.75
23810 - Plumber, Maintenance	17.81
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.31
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	15.63
23931 - Telecommunications Mechanic I	22.06
23932 - Telecommunications Mechanic II	26.70
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	18.56
23970 - Woodcraft Worker	18.97
23980 - Woodworker	13.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.75
24580 - Child Care Center Clerk	15.26
24610 - Chore Aide	9.03

24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	16.71
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.49
25040 - Sewage Plant Operator	20.02
25070 - Stationary Engineer	21.49
25190 - Ventilation Equipment Tender	13.38
25210 - Water Treatment Plant Operator	20.02
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	10.58
27008 - Corrections Officer	19.77
27010 - Court Security Officer	20.49
27030 - Detection Dog Handler	15.92
27040 - Detention Officer	19.77
27070 - Firefighter	21.80
27101 - Guard I	10.58
27102 - Guard II	15.92
27131 - Police Officer I	25.69
27132 - Police Officer II	28.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.60
28042 - Carnival Equipment Repairer	12.70
28043 - Carnival Equipment Worker	8.28
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	13.51
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.35
29020 - Hatch Tender	17.35
29030 - Line Handler	17.35
29041 - Stevedore I	15.31
29042 - Stevedore II	19.14
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	16.46
30022 - Archeological Technician II	18.42
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	20.58
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84

30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	24.87
30081 - Engineering Technician I	15.61
30082 - Engineering Technician II	17.26
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	27.52
30086 - Engineering Technician VI	31.49
30090 - Environmental Technician	18.59
30210 - Laboratory Technician	18.632
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	17.51
30362 - Paralegal/Legal Assistant II	20.74
30363 - Paralegal/Legal Assistant III	5.85
30364 - Paralegal/Legal Assistant IV	30.70
30390 - Photo-Optics Technician	24.69
30461 - Technical Writer I	21.56
30462 - Technical Writer II	26.37
30463 - Technical Writer III	27.20
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	17.85
30621 - Weather Observer, Senior (3)	21.54
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	11.95
31260 - Parking and Lot Attendant	9.23
31290 - Shuttle Bus Driver	13.61
31310 - Taxi Driver	9.86
31361 - Truckdriver, Light	13.61
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.17
31364 - Truckdriver, Tractor-Trailer	19.17
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	9.75
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	10.27
99252 - Laboratory Animal Caretaker II	12.95
99310 - Mortician	23.96
99410 - Pest Controller	13.19
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	13.64
99711 - Recycling Specialist	17.51

99730 - Refuse Collector	12.99
99810 - Sales Clerk	11.77
99820 - School Crossing Guard	7.96
99830 - Survey Party Chief	22.51
99831 - Surveying Aide	13.56
99832 - Surveying Technician	19.11
99840 - Vending Machine Attendant	12.31
99841 - Vending Machine Repairer	15.60
99842 - Vending Machine Repairer Helper	12.31

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.16 per hour or \$126.40 per week or \$547.73 per month

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

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE 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) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications

and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

**END OF REQUEST FOR QUOTATION  
AZB-08-01**