

Request for Quotation

Request Date: **August 3, 2016**

This is a request from the U.S. District Court for the Eastern District of Arkansas (Court) for **Open Market Quotations for Transcription Services**.

The Court will use a two-step solicitation process, as more fully described below and in the attached Instructions for Offerors.

Step 1: Offerors shall submit the two items listed below:

- (1) Demonstration of Understanding and Capability (narrative).
- (2) References.

The deadline for receipt by the Court of these items is **12:00 p.m. (CDT) on Friday, August 12, 2016**. The two items requested (above) may be faxed, e-mailed or mailed to the contracting officer, at the address(es) below:

Steve Elliott, Space and Procurement Administrator
U.S. District Court Clerk's Office
600 W. Capitol Avenue, Room A149
Little Rock, AR 72201
Email: Steve_Elliott@ared.uscourts.gov
Fax: 501-604-5325
Telephone: 501-604-5311

Step 2: Offerors not submitting acceptable narratives and references by the required time and date will be eliminated from further consideration for award. The Court will request sample transcripts and proposed pricing from those offerors who have timely submitted acceptable narratives and references.

The Court anticipates awarding a single Blanket Purchase Agreement (BPA) to the offeror that has: (1) been determined to be responsible; (2) has timely provided an acceptable sample transcript; and (3) offered the lowest pricing in response to this solicitation.

Contractors responding to this solicitation should carefully review the attached Statement of Work, maximum transcript fee rates, **minimum transcriber qualifications**, and BPA terms and conditions, all of which will be incorporated into any Blanket Purchase Agreement awarded as a result of this solicitation.

Sincerely,

Steve Elliott
Contracting Officer

Attachments

STATEMENT OF WORK

The contractor shall provide all labor, supplies and equipment necessary to provide certified transcripts from audio sound recordings of proceedings held before judges or other judicial officers of the U.S. District Court for the Eastern District of Arkansas (Court) in accordance with [28 U.S.C. § 753](#), the policies of the Judicial Conference of the United States as described herein, and the terms of this blanket purchase agreement (BPA). The contractor shall be responsible for all necessary licenses, permits and fees, and conform to all laws, regulations, and ordinances applicable to performance under this BPA.

I. General

A. The contractor performing work under this BPA shall:

- 1) Perform work required under this BPA at the contractor's location. No space will be provided by the Court for performance of work by the contractor.
- 2) Promptly produce transcripts of court proceedings when requested by a judge or other judicial officer, by any party who has agreed to pay the fees, following the format, delivery time and method, and fee requirements stated in this BPA and the transcript order.
- 3) For each transcript ordered, deliver one (1) certified copy of the transcript to the Clerk of Court for the records of the Court, in both paper and electronic (text searchable PDF) format without additional charge.
- 4) When requested by a party to redact personal information from a transcript, the contractor shall make such redactions and deliver a certified redacted transcript to the Clerk of Court. Delivery of a redacted transcript to the Clerk of Court shall be in addition to, rather than in lieu of, delivery of the original unredacted transcript.
- 5) During the 90 calendar days following delivery of the original transcript to the Clerk of Court, the contractor will promptly notify the Clerk of Court of any party who has purchased the transcript of a proceeding. This allows the Clerk of Court to provide the paying party with electronic access to the record in the court's Case Management/Electronic Case Files (CM/ECF) system prior to public posting of the transcript.

B. Title to Records/Copyright of Transcripts

The Court shall retain title to all records of proceeding that it provides to the contractor for transcription. Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Because transcripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the contractor.

II. Transcripts

The contractor shall transcribe proceedings ordered by a judge or other judicial officer of the Court, or which is ordered by a party or a member of the public who has agreed to pay the appropriate fee for the transcription.

Under 28 U.S.C § 753(b), “The transcript in any case certified by the reporter or other individual designated to produce the record shall be deemed prima facie a correct statement of the testimony taken and proceedings had. No transcripts of the proceedings of the court shall be considered as official except those made from the records certified by the reporter or other individual designated to produce the record.”

A. Format for Transcripts

The contractor shall comply with the Judicial Conference transcript format standards outlined below:

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.
- 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.
- 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.

- Parentheticals: 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. [Proceedings recorded by electronic sound recording; transcript produced by transcription service.]
 - 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. 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.

Sample title page and index will be provided with sample transcript recording.

- 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 transcript 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 the electronic sound recording 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

The maximum per page transcript rates are based on a strict adherence to the prescribed format.

B. Transcript Delivery Times

The following transcript delivery time requirements are from receipt of a transcript order or from the date of completion of satisfactory financial arrangements for payment if after the date of receipt of the order

- 1) Required
 - a) Ordinary transcript – must be delivered to ordering party within thirty (30) calendar days after receipt of an order.
 - b) The Court’s certified copy (without charge) - not later than three (3) working days after original delivery to the ordering party. The contractor shall ensure physical receipt of the transcript by the clerk or his/her designee.
 - c) Redacted transcripts – an ordering party has the right to request redactions within 21 days after original delivery of transcript to the Clerk of Court, and the contractor must deliver the requested redaction to the Clerk of Court not later than 31 days after original delivery of the unredacted transcript to the Clerk of Court, or longer if the Court so orders, in the medium prescribed by the Clerk.
- 2) The contractor shall use its best efforts to provide ordinary, 14-day and expedited service at the request of the parties. All such orders, if accepted, are subject to the ordering party making satisfactory financial arrangements for payment. The delivery requirements for each accepted order of such transcripts is as follows:
 - a) Ordinary – Within thirty (30) calendar days after receipt of order.
 - b) 14-Day - Within fourteen (14) calendar days after receipt of an order.
 - c) Expedited - Within seven (7) calendar days after receipt of an order.

C. Transcript Orders for Matters on Appeal

Upon receipt of a transcript order indicating it is for a matter on appeal, the contractor shall –

- 1) Acknowledge receipt of the order in the appropriate space on the face of the order.
- 2) Enter the date the transcript will be completed. If the transcript cannot be completed within 30 days of receipt of the order, the contractor shall request an extension of time from the Clerk of the Court of Appeals and the Clerk's decision shall be entered on the docket and the parties notified.

- 3) Notify the Clerk of the District Court of receipt of the order and shall submit the requested transcript to the Clerk of the District Court for forwarding to the Clerk of the Court of Appeals.

D. Redaction of Transcripts

The parties to a proceeding may, within 21 calendar days after delivery of the certified transcript to the Clerk of Court, request redaction of personal information from the transcript. The contractor shall, without a court order, redact the following personal identifiers from a case transcript upon the request of an attorney to the case:

- 1) Social Security numbers (or taxpayer identification numbers) to the last four digits;
- 2) financial account numbers to the last four digits;
- 3) birth dates to the year;
- 4) individuals known to be minor children to the initials; and
- 5) in criminal cases, any home addresses stated in court to the city and state.

All other requests for redaction of material in a transcript must be submitted by an attorney to the case to the judge. The contractor shall redact additional transcript text only upon approval of the judge. The contractor is not required to independently identify personal identifiers in a transcript for redaction; the requesting attorney must identify information to be redacted by page and line number in the Redaction Request.

To manually redact a transcript, the contractor shall place an “x” (or a black box) in place of each redacted character. Manual redactions must have the same number of x's as characters deleted (or black boxes of the same size as the deleted characters) to preserve page and line numbers of transcripts. Alternatively, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The contractor shall insert a notation of “REDACTED TRANSCRIPT” on a blank line on the title page immediately below the case caption and before the Volume number and the name and title of the Judge, taking care to ensure that the addition of this text does not cause changes to the length of the title page.

At the end of the transcript, and without causing “page roll over” (a smaller font may be used) the contractor shall insert the following certification:

“I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the Clerk of Court on day/mo/year, and incorporating redactions of personal identifiers requested by the following attorney(s) of record:_____

in accordance with Judicial Conference policy. Redacted characters appear as an “x” (or a black box) in the transcript.”

There is no requirement that any of the parties to a case purchase or be provided with a copy of any redacted transcripts. Parties shall not be charged for the redacted transcript provided to the Clerk of Court. The parties to the case may only be charged for a copy of a redacted transcript if they specifically request a copy of the redacted transcript.

E. Transcript Fees

The transcript rates of this BPA apply to all orders for transcripts of proceedings recorded under the BPA, including orders from other judiciary organizations, such as Federal Public Defenders and appellate courts.

The contractor may charge and collect fees for transcripts requested by the parties, including the United States, at the rates set forth in the Pricing Schedule. The contractor shall not add any transcript surcharges or service fees to the Schedule rates. Certified copies and certified redacted copies of transcripts delivered to the Clerk for the record of the court are not subject to payment of transcript fees.

Judiciary policy provides that, in multi-defendant cases involving CJA defendants, no more than one certified transcript should be purchased from the court reporter/transcriber on behalf of CJA defendants. CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies. Alternatively, if requested to do so by one of the CJA counsel or the Clerk of Court, the court reporter/transcriber may furnish duplication services at the commercially competitive rate to provide copies of the CJA multi-defendant transcript ordered.

The contractor may require any party ordering a transcript to prepay the estimated fee in advance, except when payment will be made by the United States. The Court shall have no liability to the contractor for payment of transcript fees for transcripts ordered by private parties.

Ordinary postage costs are considered an ordinary business expense and therefore may not be charged in addition to applicable transcript fees. If a party requests expedited delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.

The Judicial Conference of the United States (JCUS) established maximum rates for transcripts, and the Court's maximum transcript fee rates cannot exceed, but may be less than, the maximum rate established by JCUS. The maximum rates allowed by JCUS can be found on the following website:

<http://www.uscourts.gov/services-forms/federal-court-reporting-program>

The contractor is required to certify the following on each transcript invoice:

“I certify that the transcript fees charged and page format used comply with the requirements of this Court and the Judicial Conference of the United States.”

No fee may be charged that would be higher than the fee corresponding to the actual delivery time. Sanctions for overcharging parties or the Court for transcripts may include offsets against future government payments, termination of the BPA, and/or other available legal remedies.

F. Delinquent Transcripts – Reduction of Fees

- 1) Delivery of a transcript between 31 and 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 90 percent of the prescribed fee.
- 2) Transcripts delivered more than 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 80 percent of the prescribed fee.
- 3) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the contractor stating that the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

III. Minimum Qualifications

A. Minimum Transcriber Qualifications

Transcribers must be: (i) certified by the American Association of Electronic Reporters and Transcribers (AAERT) or other certification organization that the Court deems suitable; or (ii) have been previously provisionally approved by the Administrative Office of the U.S. Courts (AO) (Note - the AO no longer provides provisional approvals to transcribers); or (iii) received court reporter certification to transcribe audio files.

B. Contractor Transcription Equipment

The Contractor must have the ability to play back audio records provided by the Court for transcription. The Court currently uses digital recording software (FTR Gold 5.6) to record all proceedings. The recordings will be provided to the Contractor in native FTR Gold four-channel format. Occasionally, transcripts from older proceedings may be requested. The older proceedings were recorded using Sony BM-246 recorders, a four channel recorder that could record two microphones on one channel. Typically, the court records using a 90-minute cassette at a speed of 1:2, meaning that the recording was made at a slower speed than normal so that 90 minutes of recording can be recorded on each side of the audio tape. The transcriber must have the equipment capable of playing such audio tapes at this same speed.

C. E-mail Capability

The contractor must have the ability to open PDF formatted documents provided by the Court as an e-mail attachment.

IV. Additional Requirements

A. Delivery of Transcripts

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 (unless the requestor is the Court).

Contractor shall deliver a certified copy (paper and PDF text searchable) of each original transcript that is prepared (regardless of requestor) to the Clerk's Office for the public records of the Court at no additional cost not later than three (3) working days after delivery to the ordering party.

Delivery shall take place upon receipt of a certified transcript by the requesting party. Delivery of the Court's copy shall take place upon receipt of both the certified hard copy and electronic PDF text-searchable copy by Court personnel. The Contractor shall bear sole responsibility for ensuring direct delivery to the requesting parties and the Court.

B. Travel

No travel is required or authorized to be reimbursed by the Court under this BPA.

V. Ordering Procedures

A. Ordering Period

The ordering period under this BPA will start on [October 1, 2016 or the date of BPA award, whichever is later] and extend for [five] years.

B. Ordering Process

An order, for purposes of this Agreement, means a transcript order request placed by the Court, and shall consist of a transcript order request form (on an AO Form 435), audio recording of the proceeding to be transcribed, and other information deemed necessary by the Court (such as minutes, names of parties, attorneys, and witnesses, etc.). Orders will be transmitted to the Contractor via the U.S. Postal Service (ordinary transcript delivery) or overnight delivery service (expedited transcript delivery), or by any other method mutually agreed to by the parties for a particular order.

Each order placed by the Court under this BPA shall become a binding contract [upon receipt of the order by the Contractor] [upon failure of the Contractor to reject the order, in writing, within 2 days of receipt.]

C. Report of Orders Received

The contractor shall provide to the contracting officer a monthly report of the type and number of transcripts ordered and produced and fees charged.

VI. Requirements for Packaging and Marking

When mailing is requested, packaging of transcripts shall be in accordance with best commercial practices. The contractor shall pack to ensure carrier acceptance and to ensure safe delivery.

The contractor shall clearly mark all packages with the legend "Transcript of Proceedings." All packages (delivered by any means) shall bear the name, address, and title of the person to whom it is to be delivered, as well as the name and return address of the sender. Failure to do so may constitute grounds for refusal of delivery, and subsequent reduction of fees for delinquent transcripts.

VII. Invoices

A. Invoicing the parties:

The Contractor shall submit invoices for transcripts ordered by private parties directly to the ordering party and may require payment in full before releasing the transcript. A copy of the invoice shall also be provided to the Contracting Officer. The Contractor must resolve any collection disputes arising between the requesting party and the Contractor.

B. Invoicing the Court:

Transcript fees do not apply to transcripts delivered for the records of the Court in accordance with Paragraph I.A.3). Additional transcripts ordered by a judge or the court may be invoiced at the stated fees. Invoices shall be submitted to the contracting officer or his/her designee within 45 days after delivery of the transcript. Each invoice for transcripts shall contain the following information:

- 1) the order/call number;
- 2) the Transcript Order number;
- 3) the case name and case number;
- 4) the date of proceeding(s) transcribed;
- 5) the name and title of the ordering judicial official;
- 6) the type of transcript (ordinary, 14-day, or expedited);
- 7) the number of pages of transcript and the per page rate;
- 8) extended totals; and

- 9) the amount of any credit for delinquent delivery or other deduction, if applicable.
- C. In the event the contractor fails to include any credit or other deduction on an invoice, the Court may compute the credit and effect a setoff, reducing the payment accordingly.
- D. Collection disputes for transcripts ordered on behalf of the United States Government by a judge or other judicial officer will be resolved by the Contractor and the Contracting Officer.

BPA TERMS AND CONDITIONS

1. Extent of Obligation

The Court is obligated under this BPA only to the extent of call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.

2. Individuals Authorized to Place Calls/Orders and Dollar Limitations

The individuals authorized to place calls/orders under this Agreement are as follows:

All Courtroom Deputies employed by the Clerk's office of the United States District Court, Eastern District of Arkansas.

3. Security Clearance Requirements

All court reporters performing work under this BPA are subject to background checks. This will include, at a minimum, a fingerprint criminal history check. It may also include a credit check, a name check of FBI record, and/or a tax check of IRS record for the last three years.

4. Service Contract Act Wage Determination

If the contractor anticipates using five or more employees to provide services under this procurement over the term of the BPA, the attached Department of Labor wage rates apply.

5. Clause B-5, Clauses Incorporated by Reference (SEP 2010) [DEVIATION]

This BPA incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clause may be accessed electronically at the following web address:

<http://www.uscourts.gov/procurement.aspx>.

(end)

<u>Number</u>	<u>Title</u>	<u>Date</u>
Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
Clause 7-5	Contracting Officer's Representative	APR 2013

6. Offerors not registered in the System for Award Management (www.sam.gov) must complete and return the following information:

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

(a) Definitions.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

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

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

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

- international organization per 26 CFR 1.6049-4;
- other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is , is not, 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

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

(end)

INSTRUCTIONS FOR OFFERORS

The Court will use a two-step solicitation process.

STEP ONE

Offerors wishing to be considered for award of a BPA must submit the two items listed below to the address stated on the cover page of this solicitation, by the time and date specified:

- (1) Demonstration of Understanding and Capability (narrative).

The offeror must provide a narrative describing addressing all requirements of the RFQ, demonstrating that the offeror has an understanding of the work involved and the capability to provide the required transcripts within the delivery deadlines described in the Statement of Work, and its acceptance of the requirements set forth in the RFQ.

- (2) References.

The Offeror shall provide a minimum of three and a maximum of five references for contractual work performed during the last three year period (preferably other Federal Courts, and other Federal Government agencies) providing transcription services similar to those required by this RFQ in the geographic area covered by the Eighth Circuit Court of Appeals. At a minimum, each reference 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.

Step One Evaluation Process

Narratives will be reviewed to determine whether the offeror has satisfactorily demonstrated an understanding of and capability to perform the requirements of the RFQ.

In order to evaluate past performance, the Court will review information about each past performance reference to determine how relevant work performed by the contractor for that past project is to the work required by the SOW included in this RFQ.

Work that is determined to be not relevant shall not be considered in determining whether or not the offeror's past performance is satisfactory. Work not performed within the past three years will not be considered recent, and therefore will not be considered in determining whether or not the offeror's past performance is satisfactory.

The Court shall gather information about customer satisfaction with the quality of the offeror's performance under referenced past projects in order to determine whether or not the offeror has an acceptable record of relevant, recent past performance.

STEP TWO

The Court will require offerors who have timely submitted acceptable narratives and demonstrated acceptable past performance to: (1) deliver a sample transcript from a Court-provided audio recording formatted in accordance with the requirements of the Statement of Work; and (2) submit proposed pricing using the attached format, signed by an authorized party.

Only transcripts complying with the formatting requirements referenced in the RFQ will be deemed acceptable.

Quote proposing transcript fee rates exceeding the maximum rates prescribed by the Judicial Conference of the United States will not be considered for award.

BASIS FOR AWARD

The Court anticipates awarding a single Blanket Purchase Agreement (BPA) to the offeror that has: (1) been determined to be responsible; (2) has timely provided an acceptable sample transcript; and (3) offered the lowest pricing in response to this solicitation.

**U.S. District Court, Eastern District of Arkansas
Request for Quotations for Transcription Services
Pricing Schedule**

NOTE - Based on the experience of the past several fiscal years, the Court anticipates ordering transcripts for ordinary delivery totaling between 2,000 and 3,000 original transcript pages and transcripts for expedited delivery totaling approximately 1,500 original transcript pages annually. These are estimates only and this BPA does not obligate the Court to purchase any transcripts or authorize the Contractor to perform any work. Payments due to the Contractor under each order will be based upon the attached pricing schedule and the actual number of acceptable transcript pages delivered by the contractor.

PRICING FOR TRANSCRIPTS ORDERED IN BPA YEAR 1

(October 1, 2016 through September 30, 2017)

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	14-Day Transcript - Original Copy	Per Page	
0001 AE	14-Day Transcript - Copy to Each Party	Per Page	
0001 AF	14-Day Transcript - Each Additional Copy to Each Party	Per Page	
0001 AG	Expedited Transcript - Original Copy	Per Page	
0001 AH	Expedited Transcript - Copy to Each Party	Per Page	
0001 AI	Expedited Transcript - Each Additional Copy to Each Party	Per Page	

PRICING FOR TRANSCRIPTS ORDERED IN BPA YEAR 2

(October 1, 2017 through September 30, 2018)

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	14-Day Transcript - Original Copy	Per Page	
0002 AE	14-Day Transcript - Copy to Each Party	Per Page	
0002 AF	14-Day Transcript - Each Additional Copy to Each Party	Per Page	
0002 AG	Expedited Transcript - Original Copy	Per Page	
0002 AH	Expedited Transcript - Copy to Each Party	Per Page	
0002 AI	Expedited Transcript - Each Additional Copy to Each Party	Per Page	

**U.S. District Court, Eastern District of Arkansas
Request for Quotations for Transcription Services
Pricing Schedule**

PRICING FOR TRANSCRIPTS ORDERED IN BPA YEAR 3

(October 1, 2018 through September 30, 2019)

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	14-Day Transcript - Original Copy	Per Page	
0003 AE	14-Day Transcript - Copy to Each Party	Per Page	
0003 AF	14-Day Transcript - Each Additional Copy to Each Party	Per Page	
0003 AG	Expedited Transcript - Original Copy	Per Page	
0003 AH	Expedited Transcript - Copy to Each Party	Per Page	
0003 AI	Expedited Transcript - Each Additional Copy to Each Party	Per Page	

PRICING FOR TRANSCRIPTS ORDERED IN BPA YEAR 4

(October 1, 2019 through September 30, 2020)

CLIN	Service	Quantity	Unit Price
0004 AA	Ordinary Transcript - Original Copy	Per Page	
0004 AB	Ordinary Transcript - Copy to Each Party	Per Page	
0004 AC	Ordinary Transcript - Each Additional Copy to Each Party	Per Page	
0004 AD	14-Day Transcript - Original Copy	Per Page	
0004 AE	14-Day Transcript - Copy to Each Party	Per Page	
0004 AF	14-Day Transcript - Each Additional Copy to Each Party	Per Page	
0004 AG	Expedited Transcript - Original Copy	Per Page	
0004 AH	Expedited Transcript - Copy to Each Party	Per Page	
0004 AI	Expedited Transcript - Each Additional Copy to Each Party	Per Page	

**U.S. District Court, Eastern District of Arkansas
Request for Quotations for Transcription Services
Pricing Schedule**

PRICING FOR TRANSCRIPTS ORDERED IN BPA YEAR 5

(October 1, 2020 through September 30, 2021)

CLIN	Service	Quantity	Unit Price
0005 AA	Ordinary Transcript - Original Copy	Per Page	
0005 AB	Ordinary Transcript - Copy to Each Party	Per Page	
0005 AC	Ordinary Transcript - Each Additional Copy to Each Party	Per Page	
0005 AD	14-Day Transcript - Original Copy	Per Page	
0005 AE	14-Day Transcript - Copy to Each Party	Per Page	
0005 AF	14-Day Transcript - Each Additional Copy to Each Party	Per Page	
0005 AG	Expedited Transcript - Original Copy	Per Page	
0005 AH	Expedited Transcript - Copy to Each Party	Per Page	
0005 AI	Expedited Transcript - Each Additional Copy to Each Party	Per Page	

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

Printed or Typed Name of Signator

Tax Identification Number