

TRANSCRIBER STATEMENT OF WORK

Solicitation for Proposal for Court Transcription Services

Period of March 1, 2020 – February 28, 2021

CONTENTS

1. General	1
2. Transcripts.....	2
3. Filing and Reporting Requirements	5
4. Required Qualifications for Transcribers.....	5
5. Invoices	5
6. Inspection.....	6

Overview

The Court is soliciting proposals for off-site transcription services of digitally recorded court proceedings for the public and the Court. The Court has four locations: San Francisco, Oakland, San Jose, and McKinleyville. Transcripts of proceedings conducted at any of these locations may be requested from time-to-time by the judges, parties in the proceedings or the public. The contractor shall provide all labor, supplies and equipment necessary to provide transcripts of proceedings in accordance with 28 U.S.C. § 753, the policies of the Judicial Conference of the United States, and the terms of this solicitation. The contractor shall be responsible for obtaining all necessary licenses, permits and fees, and conformance with all laws, regulations, and ordinances applicable to performance under this solicitation.

The Court will select a minimum of four eligible transcribers or transcription service providers. Being selected as a transcriber or service provider does not guarantee that the contractor will receive orders for any particular volume or aggregate dollar amount. The Court will send an email to all providers on the approved list simultaneously, and the first contractor to first respond affirmatively will be assigned the job.

1. General

A. General Requirements.

The contractor performing work under this solicitation shall:

- 1) Perform work offsite.
- 2) Provide their own supplies and equipment including, but not limited to computer, headphones, antivirus software, capability to isolate channels, internet access, CM/ECF account, telephone service to respond to inquiries from the court and parties regarding transcripts, etc.
- 3) Promptly produce transcripts of court proceedings when requested by a judge or by any party who has agreed to pay the fees, following the format, delivery time and method, and fee requirements stated in the transcript order.
- 4) For each transcript ordered, deliver one certified copy of the transcript to the clerk of court for the records of the court, in the medium prescribed by the clerk (paper or electronic) without additional charge.

- 5) When requested by a party to redact personal information from a transcript, as permitted by Volume 10, Chapter 3, § 330, Guide to Judiciary Policy, (available at <https://www.uscourts.gov/rules-policies/judiciary-policies/privacy-policy-electronic-case-files>), 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.
- 6) Accept at a minimum two forms of payment (money orders, checks, credit cards, online payment services such as PayPal).
- 7) Comply with all filing and reporting requirements of this solicitation.

B. Title to Records/Copyright of Transcripts.

- 1) 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.
- 2) The court will make the transcript (original or redacted) available for inspection by any person without charge in the office of the clerk during regular office hours. Materials under seal are exempt from such inspection.

2. Transcripts

A. Official Transcript.

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."

B. Transcript Format.

The contractor shall comply with the Judicial Conference transcript format standards outlined in Volume 6, Chapter 5, § 520, Guide to Judiciary Policy, available at: http://www.uscourts.gov/uscourts/FederalCourts/Publications/Guide_Vol06.pdf. The maximum per page transcript rates are based on a strict adherence to the prescribed format.

C. Transcript Orders.

Transcript orders shall be in writing. Upon written request of a party or written order of Court, the Contractor shall prepare an accurate, written transcript which shall constitute a full and verbatim transcription of the record of the proceeding, or that portion of the proceeding ordered. Transcripts required by the district courts may be ordered on any form provided by the Contracting Officer. Once an estimate is provided to the Court, the contracting officer will provide authorization to prepare the transcript. When the transcript has been submitted an invoice should then be provided.

D. 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 30 calendar days after receipt of an order.

- b) The court's certified copy (without charge) - not later than 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 a 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, whenever possible, provide 14-day, expedited, 3-day, daily, or hourly 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) 14-Day - Within fourteen (14) calendar days after receipt of an order.
 - b) Expedited - Within seven (7) calendar days after receipt of an order.
 - c) 3-Day - Within three (3) calendar days after receipt of an order.
 - d) Daily - Following adjournment and prior to the normal opening hour of the Court on the following morning, whether or not it actually is a Court day.
 - e) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.

E. Transcript Orders for Matters on Appeal

- 1) Upon receipt of a transcript order indicating it is for a matter on appeal, the contractor shall complete the transcript within 30 days of receipt of the order.
- 2) 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.

F. Redaction of Transcripts

- 1) 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:
 - a) Social Security numbers (or taxpayer identification numbers) to the last four digits;
 - b) financial account numbers to the last four digits;
 - c) birthdates to the year;
 - d) individuals known to be minor children to the initials; and
 - e) in criminal cases, any home addresses stated in the court to the city and state.
- 2) 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.
- 3) 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.

- 4) 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 [Insert Date], and incorporating redactions of personal identifiers requested by the following attorney(s) of record [Insert Name of Requesting Attorney(s)] in accordance with Judicial Conference policy. Redacted characters appear as an “x” (or a black box) in the transcript.”

- 5) 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.

G. Transcript Fees

- 1) The transcript rates of this solicitation apply to all orders for transcripts of proceedings recorded under the solicitation, including orders from other judiciary organizations, such as Federal Public Defenders and appellate courts.
- 2) 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.
- 3) Judiciary policy provides that, in multi-defendant cases involving CJA defendants, no more than one certified transcript should be purchased from the court reporter 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 contractor may furnish duplication services at the commercially competitive rate to provide copies of the CJA multi-defendant transcript ordered.
- 4) 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.
- 5) Ordinary postage costs are considered an ordinary business expense, and therefore may not be charged. 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.
- 6) 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.”

- 7) 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 solicitation, and/or other available legal remedies.

H. 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.

3. Filing and Reporting Requirements

A. Filing.

The contractor must certify in accordance with 28 U.S.C. § 753 (b) and file promptly with the clerk of court all original shorthand notes and other original records of proceedings recorded by the contractor. The online filing process will include the following certification for all such notes and records:

"By clicking Submit, I certify that the stenotype notes and audio contained herein and as listed on the attached calendar are the original notes taken by me on the date indicated."

B. Report of Transcript Orders Received.

Upon request, the contractor shall provide to the contracting officer a report of the type and number of transcripts ordered and produced and fees charged, within 14 days of the request.

4. Required Qualifications for Transcribers

The following minimum requirements apply to transcribers providing services under this solicitation:

- a) Certified by the American Association of Electronic Reporters and Transcribers (AAERT); or three or more years of experience transcribing, often without log notes, digital audio recordings of multi-channel courtroom or other fast-paced and sometimes lengthy legal proceedings involving multiple parties.
- b) Knowledge of and experience with using equipment and software to facilitate the transcription of digital audio recordings in which more than one speaker is speaking at once.
- c) Strong customer service skills.
- d) Attention to detail, the demonstrated ability to balance multiple priorities, adhere to detailed policies and procedures, meet strict deadlines and maintain organized billing and other records.
- e) Transcription service providers must provide the Court with information regarding "key personnel" pursuant to [Clause 2-65](#).

5. 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.

B. Invoicing the Court.

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. Delivery is complete upon acceptance by the contracting officer's approval of the contractor's invoice for payment and certification by the Court Reporter Supervisor.

Each invoice for transcripts shall contain the following information:

- a) case name and case number;
- b) date of proceeding(s) transcribed;
- c) name and title of the ordering judicial official;
- d) type of transcript (ordinary, 14-day, expedited, 3-day, daily, hourly);
- e) number of pages of transcript and the per page rate;
- f) extended totals; and
- g) amount of any credit for delinquent delivery or other deduction, if applicable.

C. Invoicing errors.

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.

6. Inspection

The contractor shall maintain, through appropriate accounting procedures and methods, and the Clerk or his designee shall have the right to examine and audit, all records and documents received by the contractor. This right of examination shall include inspection at all reasonable times of the Contractor's facility.