

## **TRANSCRIBER TERMS AND CONDITIONS**

### **1. Extent of Obligation**

The Court is obligated under this solicitation only to the extent of calls or emails placed by authorized individuals against this agreement. The Transcriber (referred to herein as "Contractor") is cautioned that performing services in response to calls or emails from anyone other than those authorized by the solicitation 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:

*SF Court Reporter Supervisor*                      *SF Director of Courtroom Operations*

*SJ Divisional Office Manager*                      *SJ Divisional Office Supervisor*

*Oak Divisional Office Manager*                      *Oak Divisional Office Supervisor.*

### **3. Security Clearance Requirements**

Contractors performing work under this solicitation may be subject to background checks which may include: fingerprint criminal history check; credit check, name check of FBI record, and/or tax check of IRS record for the last three years.

### **4. Handling Sealed Materials and Confidential Data**

- (a) The Contractor must at all times ensure the security of court records in their possession.
- (b) The Government and Contractor agree that neither expects the performance under this contract to involve handling or transcribing classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Court Reporter Supervisor and/or the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- (c) The Court Reporter Supervisor and/or the Contracting Officer will advise the Contractor whenever the Government places an order for a proceeding which will require the transcribing classified information or materials. The Contractor shall have the right to decline to provide a Reporter, in which event such services shall be outside the scope of this contract.
- (d) 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.

- (e) The Contractor shall safeguard and otherwise act with respect to all sealed and 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.
- (f) 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 sealed or classified material or information after the delivery of the original transcript to the Contracting Officer and/or the Clerk of Court.

#### 5. B-5 Clauses Incorporated by Reference.

This solicitation incorporates the following clauses 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 clauses may be accessed electronically at the following web address: <https://www.uscourts.gov/sites/default/files/vol14-ch01-appx1b.pdf>.

| Clause | Title                                                                                                                   | Date     |
|--------|-------------------------------------------------------------------------------------------------------------------------|----------|
| 1-1    | Employment by the Government                                                                                            | JAN 2003 |
| 1-5    | Conflict of Interest                                                                                                    | AUG 2004 |
| 1-10   | Gratuities or Gifts                                                                                                     | JAN 2010 |
| 2-64   | Key Personnel                                                                                                           | APR 2013 |
| 3-3    | Provisions, Clauses, Terms & Conditions – Small Purchases                                                               | JUN 2014 |
| 3-25   | Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | MAR 2019 |
| 3-45   | Anti-Kickback Procedures                                                                                                | JUN 2012 |
| 3-160  | Service Contract Act of 1965, As Amended                                                                                | MAR 2019 |
| 3-175  | Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multi-Year & Option Contracts)                      | MAR 2019 |
| 3-205  | Protest After Award                                                                                                     | JAN 2003 |
| 4-20   | Requirements                                                                                                            | APR 2013 |
| 6-40   | Federal, State, and Local Taxes                                                                                         | JAN 2003 |
| 7-5    | Contracting Officer's Representative                                                                                    | APR 2013 |
| 7-20   | Security Requirements                                                                                                   | APR 2013 |
| 7-25   | Indemnification                                                                                                         | AUG 2004 |
| 7-30   | Public Use of the Name of the Federal Judiciary                                                                         | JAN 2003 |
| 7-35   | Disclosure or Use of Information                                                                                        | APR 2013 |
| 7-40   | Judiciary – Contractor Relationship                                                                                     | JAN 2003 |
| 7-85   | Examination of Records                                                                                                  | JAN 2003 |
| 7-110  | Bankruptcy                                                                                                              | JAN 2003 |
| 7-130  | Interest (Prompt Payment)                                                                                               | JAN 2003 |
| 7-135  | Payments                                                                                                                | APR 2013 |
| 7-140  | Discounts for Prompt Payment                                                                                            | JAN 2003 |
| 7-145  | Government Purchase Card                                                                                                | JAN 2003 |
| 7-150  | Extras                                                                                                                  | JAN 2003 |
| 7-185  | Changes                                                                                                                 | APR 2013 |
| 7-223  | Termination for the Convenience of the Judiciary (Short Form)                                                           | AUG 2004 |
| 7-230  | Termination for Default – Fixed-Price Products and Services                                                             | JAN 2003 |
| 7-235  | Disputes                                                                                                                | JAN 2003 |