

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF PENNSYLVANIA
US COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1797

Kate Barkman
CLERK OF COURT
ROOM 2609
TELEPHONE
(215) 597-7704

CLERK'S OFFICE

AMENDMENT #1

Request for Quotation

Changes:

- Quote Due Date
- Attachment J.6 Replaced to current Judiciary Policy -
Direct Link
 - o <https://www.uscourts.gov/rules-policies/judiciary-policies/court-reporting-guidance>

RFQ Number: USDC-EDPA-22-01

Request Date: 09/15/2021

To: Bidders List

Special Notes:

This is a request for Open Contract Pricing

All items should be quoted F.O.B. Destination

Submit a quotation by using the attached quote sheets. All quotes are due by September 22, 2021 @ 4:00pm est.

A fixed price award from this RFQ will be made based on the lowest priced, technically Acceptable offer. This contract is for fiscal year 22 (October 1, 2021-September 30, 2022) and Option years one and two which will be fiscal year 23 and 24.

Quotes and questions concerning this RFQ should be addressed to Kirk Kopacz at

*United States District Court, EDPA
Clerk's Office
601 Market Street
Suite 2225
Philadelphia, PA 19106-1797
267-804-1982 voice
267- 299-7132 fax
Eileen_Bobb@paed.uscourts.gov*

Sincerely,

Kirk Kopacz
Procurement Specialist

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC-EDPA-22-01	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		5. DATE ISSUED 9/1/2021	6. REQUISITION/PURCHASE NUMBER			
7. ISSUED BY US DISTRICT COURT, EDPA 2609 US COURTHOUSE 601 MARKET STREET, PHILADELPHIA, PA 19106		CODE	8. ADDRESS OFFER TO (If other than item 7) US DISTRICT COURT, EDPA 2609 US COURTHOUSE 601 MARKET STREET, PHILADELPHIA, PA 19106					

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

SOLICITATION			
9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL: ▶	A. NAME EILEEN BOBB		B. TELEPHONE (NO COLLECT CALLS)
	AREA CODE 267	NUMBER 299	EXTENSION 7097
			C. E-MAIL ADDRESS eileen_bobb@paed.uscourts.gov

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

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY		16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) ☐ 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.1 Schedule and Prices

Item	Description	Unit Prices		
		Base Yr	Option Yr 1	Option Yr 2
B.1	Transcription Services – Rate must not exceed maximum rates established by the court per attachment J.3**			
201	Ordinary Transcript Services - Original *	\$____/page	\$____/page	\$_____/page
201a	First transcript Copy	\$____/page	\$____/page	\$_____/page
201b	Each additional Copy to the same party	\$____/page	\$____/page	\$_____/page
202	14-Day Transcript - Original *	\$____/page	\$____/page	\$_____/page
202a	First Copy	\$____/page	\$____/page	\$_____/page
202b	Each additional Copy to the same party	\$____/page	\$____/page	\$_____/page
203	Expedited Transcript - Original *	\$____/page	\$____/page	\$_____/page
203a	First Copy	\$____/page	\$____/page	\$_____/page
203b	Each additional Copy to the same party	\$____/page	\$____/page	\$_____/page
204	3-Day Transcript – Original *	\$____/page	\$____/page	\$_____/page
204a	First Copy	\$____/page	\$____/page	\$_____/page
204b	Each additional Copy to the same party	\$____/page	\$____/page	\$_____/page
205	Daily Transcript - Original *	\$____/page	\$____/page	\$_____/page
205a	First Copy	\$____/page	\$____/page	\$_____/page
205b	Each additional Copy to the same party	\$____/page	\$____/page	\$_____/page
206	Hourly Transcript Services - Original *	\$____/page	\$____/page	\$_____/page
206a	First Copy	\$____/page	\$____/page	\$_____/page
206b	Each additional Copy to the same party	\$____/page	\$____/page	\$_____/page

* Includes copy to be filed with the Clerk of Court at no additional charge to the ordering party or the court.

** Transcript rates proposed greater than Judicial Conference or Court authorized rates will be deemed technically unacceptable.

SECTION C - STATEMENT OF WORK

C. Work Statement and Specifications

The United States District Court for the Eastern District of Pennsylvania has a requirement for transcription services at the following locations:

United States District Court Eastern District of Pennsylvania

C.1 Introduction

In accordance with the statute, 28 U.S.C § 753(g): Each session of the court and every other proceeding designated by rule or order of the court or by one of the judges shall be recorded verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations promulgated by the Judicial Conference and subject to the discretion and approval of the judge.

C.2 Definitions

- a) Contractor - Individual/entity to whom the contract is awarded. May also be the transcriber if the contractor is an individual who also transcribes. The contractor may have other transcribers working for him/her either as employees or subcontractors. The Service Contract Act and attached wage determination only apply if the transcribers are employees of the contractor rather than subcontractors.
- b) Transcribers - Individual who is actually producing the record. May also be the contractor (see "Contractor" above). The contractor is ultimately the responsible entity.

C.3 Scope of Work

- C. 3.a Only those transcribers listed in Attachment J.2 (added at award) are authorized to perform transcribing services; any substitutions or additions shall be in accordance with Special Contract Clause H.3. The Contractor shall provide transcribers who perform transcription services in accordance with 28 U.S.C. § 753 (Attachment J.1), with the policies of the Judicial Conference of the United States as described herein, and with the terms of this Contract. **The Court estimates that a minimum of (2) two contract transcriber will be required to be available at any given time to fulfill these requirements.** (Note: The Government does not guarantee any particular level of effort under this contract, nor does it guarantee that the minimum estimated number of transcribers will actually be needed.) The Contractor and all transcribers working under the Contract shall observe, comply with, and be bound by all of the Contracting Officer's instructions in matters affecting the composition of the record, the public or private nature of the proceedings, the adjournment of the proceedings to other times or places, the appropriate demeanor of the transcribers, and other matters of like character. The parties agree that no provision of this contract shall be construed to create an employer-employee relationship between the Court and the Contractor and/or the transcribers.
- C. 3.b In the event that the court's total requirement at any given time for contract transcribers exceeds the minimum number estimated under paragraph C.3.a above, the Contracting Officer will make such requirement known to the contractor. The contractor shall be under no obligation to accept such an order; if the contractor does agree to satisfy the requirement, all terms and conditions of this contract shall apply.

C.4 Equipment

The Contractor shall provide all supplies and equipment necessary to carry out the transcription services described herein.

C.5 Statement of Work

C. 5.a Duties of Transcriber Working Under the Contract

The Transcriber shall, when requested by a party or a judge, produce transcripts of court proceedings following the fee, format, and delivery requirements as stated in this contract. The Transcriber shall also deliver a certified copy of the transcript to the Clerk of Court for the records of the court; and when requested by a party to the case, the Transcriber shall redact the transcript of personal identifiers as directed by the contract under C.6.i and deliver a certified redacted transcript to the Clerk of Court.

C.6 Transcripts

C. 6.a In accordance with the statute at 28 U.S.C. § 753(b): A Transcriber designated to produce the record must transcribe and certify such parts of the record of proceedings as may be required by any rule or order of the court, (including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases that have been recorded by electronic sound recording and filed with the clerk). A transcriber must also transcribe any proceeding which is ordered by a party or the public who has agreed to pay the appropriate fee, or by a judge of the Court. The Transcriber or other individual designated to produce the record shall promptly review all materials provided by the courts for technical errors, transcribe the original records of the requested parts of the proceedings, attach to the transcript his/her official certification, and deliver the transcript to the party or judge making the request.

The transcriber or other designated individual must also promptly deliver to the clerk for the records of the court a certified copy of any transcript provided to parties or to a judge in a medium (paper or electronic) prescribed by the clerk. If a HARD COPY of the transcript is required, it will be outlined on the TPO form and corresponding email at time of order. Following the redaction requirements under C.6.i, the transcriber is required to provide a redacted transcript to the clerk of court for the records of the court. The contractor shall send two copies of all transcripts to the courts. One copy is for the ordering party and the second copy is for the courts. The contractor shall attach **PAED_Transcribers@paed.uscourts.gov** when sending out completed orders to any parties. This includes both original and copies of transcripts so that we may verify that work was completed within the time requested.

A transcript in any case certified by the transcriber or other individual designated to produce the record is deemed prima facie a correct statement of the testimony taken and of the proceedings. Only transcripts of the proceedings of the court made from the records certified by the transcriber or other individual designated to produce the record are considered as official.

The original notes or other original records and the copy of the original or redacted transcript in the office of the clerk are available during clerk's office hours to inspection by any person without charge.

All Transcripts should be put in covers that have a clear plastic cover in the front. If a contractor is assigned a Jury Trial, the Voir Dire/jury selection portion, if ordered should be under a separate cover page. Voir Dire do require a PDF file. The Contractor shall notify the courts if they transcribe a hearing and come across **sealed** portion that is not noted on the TPO (transcriber purchase order). All sealed portion transcribed under a separate cover. PDF files are needed for under seal cases. The cover sheet should have the name, address and phone number of the transcription service. The contractor shall not label the multi-day trial as volume, the contractor shall just date it.

C. 6.b Copyright - 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.

C. 6.c Copy to the Court - The Contractor shall deliver one (1) certified copy in a medium prescribed by the clerk (paper or electronic) of each transcript prepared under each transcript order to the clerk for the public records of the Court, without charge, at the time of delivery to the ordering party (but not later than three (3) working days after delivery to the requesting party). Delivery shall take place upon physical receipt of the transcript by the clerk or his/her designee. The contractor shall bear sole responsibility for ensuring delivery to the Court. The contractor shall not charge for certification page without transcript text. All original transcripts are to be emailed to PAED Transcribers web page at **PAED_Transcribers@paed.uscourts.gov**

A transcript will be made electronically available to the public 90 days after delivery of the transcript to the clerk of court. During the 90 day period, any attorney to the case who has paid for a transcript must also be given access to the electronic record in the court's Case Management/Electronic Case Filing system, and the contractor will have to advise the clerk of court of any party who has purchased the transcript.

Redacted transcripts, as delineated in section C.6.i below, must be delivered to the clerk of court within 10 calendar days from receipt of a Redaction Request from the attorneys to a case and must be delivered in a medium prescribed by the clerk.

C. 6.d Delivery classifications - Ordinary transcript must be delivered to the ordering party within thirty (30) calendar days after an order has been received and satisfactory financial arrangements have been made. The relevant rates specified under Section B.1. shall apply. Transcribers may provide 14-day, expedited, daily, 3 day or hourly, at the request of the parties whenever possible, but are not required to do so. The time period for delivery of transcripts begins once an order has been received and satisfactory financial arrangements have been made. The delivery schedule for each of these categories is as follows:

- i) 14-Day - Within fourteen (14) calendar days.
- ii) Expedited - Within seven (7) calendar days.
- iii) 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.
- iv) 3-Day - Within Three (3) calendar days.
- v) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.

C. 6.e In accordance with Rule 10(b)(1), Federal Rules of Appellate Procedure:

Within 10 days after filing the notice of appeal or entry of an order disposing of the last timely remaining motion of a type specified in Rule 4(a)(4)(A), whichever is later, the appellant must either order from the transcriber a transcript of such parts of the proceedings not already on file as the appellant considers necessary or file a certificate stating that no transcript will be ordered. The transcript order or certificate must be in writing and a copy must be filed with the clerk of the district court or the bankruptcy appellate panel within the same time period.

In accordance with Rule 10(b)(4), Federal Rules of Appellate Procedure:

At the time of ordering, a party must make satisfactory arrangements with the transcriber for payment of the cost of the transcript.

In accordance with Rule 11(b), Federal Rules of Appellate Procedure:

Upon receipt of a transcript order, the transcriber shall acknowledge in the appropriate space on the face of the order, receipt of the order and the date the transcript will be completed and shall transmit the order to the clerk of the court of appeals. If the transcript cannot be completed within 30 days of receipt of the order, the transcriber 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. If the transcriber fails to file the transcript within the time allowed, the provisions of Clause G.4. "Delinquent Transcripts," shall apply. Upon completion of the transcript, the transcriber shall file it (within 3 working days after delivery to the requesting party) with the clerk of the district court, and shall notify the clerk of the court of appeals that the transcript has been completed and filed with the District Court.

C. 6.f Fees - transcribers may charge and collect fees for transcripts requested by the parties, including the United States, at the rates which are set forth in the Schedule. The contractor agrees not to add any transcript surcharges or service fees to the schedule rates. The transcriber may not charge a fee for any copy of a transcript delivered to the clerk for the record of the Court or for a redacted transcript delivered to the Clerk of Court. The transcriber may require any party requesting a transcript to prepay the estimated fee in advance except transcripts that are to be paid for by the United States. The maximum rates and delivery times for original transcripts and copies approved in the District Court for the Eastern District of Pennsylvania are at Attachment J.3. The Court shall have no liability to the Contractor for payment of transcript fees for transcript ordered by private parties.

Postage costs are considered an ordinary business expense; therefore, the contractor may not charge for ordinary postage. However, when the party requests accelerated delivery, the contractor may bill the party for the difference between ordinary

postage costs and the cost for expedited delivery. The contractor is not to charge for postage and handling.

In multi-defendant cases involving Criminal Justice Act (CJA) defendants, the contractor shall produce no more than one transcript on behalf of CJA defendants. The appointed counsel or the clerk of Court will ordinarily arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for each of the CJA defendants for whom a transcript has been approved; this policy does not preclude the furnishing of duplication services by the Contractor at the commercially competitive rate. In individual cases involving requests for accelerated (14-day, expedited, daily, 3 day or hourly) transcript services, the Court may grant an exception to this policy based upon a finding that application of the policy will unreasonably impede the delivery of accelerated transcripts to persons proceeding under the CJA. Such finding shall be reflected on the transcript voucher.

Apportioning the total cost of accelerated transcript services equally among parties is prohibited unless approved in advance by the Court. In those cases where accelerated transcript services are provided, the party from whom the request originated shall pay for the original, and if the requesting or ordering party is other than defense counsel appointed under the CJA, the CJA counsel shall be entitled to a copy at the regular copy rate (see Attachment J.3). No other fees may be charged, except those allowed under this contract.

The transcriber (or firm) is required to certify on each invoice that the fee charged, and the page format used, conform to the requirements of this contract and to the regulations of the Judicial Conference. The certification should include the following: "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."

There are sanctions for overcharging parties or the court for transcripts. Those sanctions may include offsets against future government payments, termination of the contract, and/or other available legal remedies.

C. 6.g Format - The Judicial Conference prescribes transcript format standards in order to assure that each party is treated equally throughout the country. It is mandatory that these format requirements are followed. The maximum per-page transcript rates are based on a strict adherence to the prescribed format. A copy of Volume 6, Chapter 5, § 520, *Guide to Judiciary Policy*, is at Attachment J.6. The contractor shall provide the cover sheet with full caption of the case.

- (1) Criminal Case: United States of America v. John Doe
CR (year) - (case number) - (defendants)
- (2) Civil case: John Doe v. Jane Doe
CV (year) - (case number)

The Contractor indicate the type of proceeding on the cover. (Ex: Change of Plea, Sentencing, Preliminary Injunction, etc.) If submitting a partial transcript, the contractor shall indicate on the cover what portion of the proceeding is included within. (Ex: A.M. Session; P.M. Session, Deft testimony, etc.)

C. 6.h Report of Orders Received - The Contractor will be required to provide to the Contracting Officer monthly records and reports relating to the type and amount of

transcripts ordered and produced and fees charged.

C. 6.i

Redaction of Transcripts- In order for the Clerk of Court to post the transcript on the court's electronic public access system, the parties to the proceeding will have to consider whether it is necessary to request a redaction of any personal identifiers. If redaction is necessary, an attorney must file a Notice of Intent to Redact with the clerk within seven calendar days of the certified transcript being delivered to the clerk of court; the attorney then has 21 calendar days, from the delivery of the certified transcript to the clerk of court, to specifically submit a Redaction Request noting the page numbers and the line numbers where redaction is required. The contractor has 10 calendar days from receipt of a Redaction Request from the attorneys to a case to redact the transcript and deliver the redacted transcript to the clerk of court in the electronic medium prescribed by the clerk.

The following personal identifiers may be redacted by a transcriber upon the request of an attorney to a case and without a court order:

- Social Security numbers (or taxpayer identification numbers) to the last four digits;
- financial account numbers to the last four digits;
- dates of birth;
- individuals known to be minor children to the initials; and
- in criminal cases, any home addresses stated in the 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. Upon approval of the judge, the transcriber may need to redact additional transcript language. The contractor does not have a responsibility to identify personal identifiers in a transcript; that is the responsibility of the attorneys to the case.

To manually redact a transcript, the transcriber will place an "x" in the space of each redacted character; or, in the alternative, 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 title page of the transcript should indicate that it is a redacted transcript immediately below the case caption and before the Volume number and the name and title of the Judge. A notation of "REDACTED TRANSCRIPT" should be inserted on a blank line on the title page, and care should be taken to ensure that the addition of this text does not cause changes to the length of the title page. Also, at the end of the transcript, and without causing "page roll over" (a smaller font may be used) the redacted transcript should be certified by the transcriber stating: "I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on dy/mo/year, and incorporating redactions of personal identifiers requested by the following attorneys 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 the case purchase or be provided with a copy of any redacted transcripts. The parties to the case 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.

C.7 Packaging and Marking

- C.7.a** The transcriber shall certify and mark the original notes and other original records with the following information:

“In accordance with 28 U.S.C. § 753(b), I certify that these original notes are a true and correct record of proceedings in the United States District Court for the Eastern District of Pennsylvania before __ (Judicial Officer) _____ on __ (Date) _____ by _____ (Signature of Transcriber) _____.”

- C.7.b** 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 not charge for postage and handling.

- C.7.c** The Contractor shall clearly mark all packages with the legend “Transcript of Proceedings” and include a notation if the proceeding is “Under Seal.” 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, with any resulting delinquency being the responsibility of the Contractor. The Contractor may not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright.

SECTION D – PACKAGING AND MARKING

- D.1** The Transcriber shall certify and mark the original notes and other original records as detailed in C.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 B-5 Clauses Incorporated by Reference (SEPT 2010)

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

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

NUMBER	TITLE	DATE
2-5B	Inspection of Services	APR 2013

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Delivery and Acceptance

Delivery of transcripts as detailed in Section C.6, shall be considered complete upon acceptance by the Government Contracting Officer, via approval of the contractor's invoice for payment. Payment for services rendered shall not be made until acceptance by the Contracting Officer.

F.2 Legal Requirements and Permits

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 contract.

SECTION G - CONTRACT ADMINISTRATION

G.1 Invoices

a) The Contractor shall submit (2) two original signed and dated invoices and a copy of the TPO (transcript purchase order) for all transcript orders by the Court, only after delivery of the original transcript to the Court and a certified copy to the clerk of Court. The original invoice shall be submitted to the Contracting Officer or his/her designee within 45 days after delivery of the transcript and **NOT** to direct Judge's Chambers. The Contractor shall direct all invoices for orders requested by a Judge's Chambers directly to U.S. District Court, Transcription Department. The Contractor shall send invoices for copy work to PAED Transcribers web page at **PAED_Transcribers@paed.uscourts.gov**

b) The Contractor shall submit (2) two original signed and dated invoices and a copy of the TPO (transcript purchase order) for the transcript 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 and **NOT** to direct Judge's Chambers.

c) Each Invoice for transcribing services shall contain the following information: (i) the tax id number, (ii) the invoice number(s), (iii) the name of the Presiding Official, (iv) number of actual pages of transcripts, (v) clearly signed and dated, (vi) turnaround time requested, (vii) costs charged.

d) Each invoice for transcript shall contain the following information:

- i) Tax id number,
- ii) the Transcript Order number,
- iii) the invoice number,
- iv) the name of the proceeding and its docket number,
- v) the name of the Original Transcript Recipient,
- vi) the kind of transcript,
- vii) the number of pages of transcript, turnaround time requested, and costs charged,
- viii) clearly signed and dated.

e) In the event the Contractor fails to include any credit or other deduction on an invoice, the Government may compute the credit and effect a set off and reduce the payment accordingly.

) Each invoice should include invoice number, case name and case number, ordering party's name and address, turnaround time, page count, rate and cost. The invoice to the ordering party on the TPO (transcript purchase order)

- i) For Judge's chambers ordering please also invoice to following (Do **NOT** address invoices directly to the Judge's chambers):

United States District Court
ATTN: Transcription Department
601 Market Street
Philadelphia, PA 19106

- (ii) For CJA Orders invoices the contractor shall list the complete and full address of

G.2 Delinquent Transcripts

- (a) The transcriber may charge only 90 percent of the prescribed fee for transcript of a case on appeal not delivered within 30 days of the date ordered and payment received. For a transcript not delivered within 60 days of the date ordered and payment received, the transcriber may charge only 80 percent of the prescribed fee. No fee may be charged which would be higher than the fee corresponding to the actual delivery time.
- (b) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the transcriber stating that the transcriber did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 B-5 Clauses Incorporated by Reference (SEPT 2010)

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

NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003

H.2 Confidentiality and Classified Data - AOUSC 2003

- (a) The Government and Contractor agree that neither expects the performance under this contract to involve transcribing 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, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the transcript orders.
- (b) The Contracting Officer will advise the Contractor whenever the Government places a transcribing Services Order for a proceeding which will require the transcribing of classified information or materials. The Contractor shall have the right to decline to provide a transcriber, in which event such services shall be outside the scope of this contract.
- (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.

H.3 Clause 2-65, Key Personnel - (APR 2013)

- (a) Individuals identified in attachment J.2 as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
 - (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 - (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officers approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
 - (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

- (6) As a minimum, resumes shall include the following:
- (a) name of person;
 - (b) functional responsibility;
 - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - (d) citizenship status;
 - (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract;
 - (f) and certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

SECTION I - CONTRACT CLAUSES

I.1 B-5 Clauses Incorporated by Reference (SEPT 2010)

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

NUMBER	TITLE	DATE
1-15	Disclosure Of Contractor Information To The Public	AUG 2004
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed Debarment	MAR 2019
3-160	Service Contract Act of 1965, as Amended	MAR 2019
3-205	Protest After Award	JAN 2003
3-210	Protests	JUN 2014
7-5	Contracting Officer's Technical Representative	APR 2013
7-35	Disclosure or Use of Information	APR 2013
7-70	Judiciary Property Furnished "As Is"	APR 2013
7-85	Examination Of Records	JAN 2003

7-115	Availability Of Funds	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts For Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment Of Claims	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification Of Ownership Changes	JAN 2003
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

(a) Transcript Orders

- (1) Transcript orders shall be in writing. Upon request of a party or order of Court, the transcriber shall prepare accurate, written transcript which shall constitute a full and verbatim transcription of the record of the proceeding, or that portion of the proceeding ordered. The Contractor shall only accept transcript purchase order forms provide by the USDC-EDPA Transcription Department and **NOT** directly from the ordering party.
- (2) Transcripts required by the district courts may be ordered on Standard Form 1034 - Public Voucher for Purchases and Services Other Than Personal (Attachment J.4), on Criminal Justice Act Form 24 (Attachment J.5), on AO 435 - Transcript Order form (Attachment J.6), or on any other form provided by the Contracting Officer. These forms also serve as vouchers authorizing payment to the Contractor for transcripts prepared.
- (3) Transcripts for appealed cases proceeding under the Criminal Justice Act (CJA) or in forma pauperis are processed through the Contracting Officer and shall be ordered on the form specified by the Contracting Officer, with a CJA 24 attached as appropriate.

I.3 Clause 2-90D, Option to Extend the Term of the Contract - (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

I.4 Clause 2-90C, Option to Extend Services - (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 60 calendar days prior to the then current expiration date of this contract.

I.5 Clause 7-120, Availability of Funds for the Next Fiscal Year - (JAN 2003)

Funds are not presently available for performance under this contract beyond the current FY. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

SECTION J - LIST OF ATTACHMENTS

- J.1** 28 U.S.C. §753
- J.2** Contractor's Authorized to Work Under This Contract
- J.3** Maximum rates and delivery times for original transcripts and copies including CJA rates.
- J.4** Criminal Justice Act Form 24.
- J.5** Transcript Order Form, AO 435.
- J.6** Volume 6: Court Reporting; Chapter 5: Transcripts; Section 520: Transcript Format
- J.7** Wage Determination
- J.8** Offeror's References Information

Attachment J.1

TITLE 28--JUDICIARY AND JUDICIAL PROCEDURE PART III--COURT OFFICERS AND EMPLOYEES CHAPTER 49--DISTRICT COURTS

Sec. 753. Transcribers

- (a) Each district court of the United States, the United States District Court for the District of the Canal Zone, the District Court of Guam, and the District Court of the Virgin Islands shall appoint one or more court reporters.

The number of reporters shall be determined by the Judicial Conference of the United States.

The qualifications of such reporters shall be determined by standards formulated by the Judicial Conference. Each reporter shall take an oath faithfully to perform the duties of his office.

Each such court, with the approval of the Director of the Administrative Office of the United States Courts, may appoint additional reporters for temporary service not exceeding three months, when there is more reporting work in the district than can be performed promptly by the authorized number of reporters and the urgency is so great as to render it impracticable to obtain the approval of the Judicial Conference.

If any such court and the Judicial Conference are of the opinion that it is in the public interest that the duties of reporter should be combined with those of any other employee of the court, the Judicial Conference may authorize such a combination and fix the salary for the performance of the duties combined.

- (b) Each session of the court and every other proceeding designated by rule or order of the court or by one of the judges shall be recorded verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations promulgated by the Judicial Conference and subject to the discretion and approval of the judge. The regulations promulgated pursuant to the preceding sentence shall prescribe the types of electronic sound recording or other means which may be used. Proceedings to be recorded under this section include (1) all proceedings in criminal cases had in open court; (2) all proceedings in other cases had in open court unless the parties with the approval of the judge shall agree specifically to the contrary; and (3) such other proceedings as a judge of the court may direct or as may be required by rule or order of court as they may be requested by any party to the proceeding.

The reporter or other individual designated to produce the record shall attach his official certificate to the original shorthand notes or other original records so taken and promptly file them with the clerk who shall preserve them in the public records of the court for not less than ten years.

The reporter or other individual designated to produce the record shall transcribe and certify such parts of the record of proceedings as may be required by any rule or order of court, including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless they have been recorded by electronic sound recording as provided in this subsection and the original records so taken have been certified by him and filed with the clerk as provided in this subsection. He shall also transcribe and certify such other parts of the record of proceedings as may be required by rule or order of court. Upon the request of any party to any proceeding which has been so recorded who has agreed to pay the fee therefor, or of a judge of the court, the reporter or other individual designated to produce the record shall promptly transcribe the original records of the requested parts of the proceedings and attach to the transcript his official certificate, and deliver the same to the party or judge making the request.

The reporter or other designated individual shall promptly deliver to the clerk for the records of the court a certified copy of any transcript so made.

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.

The original notes or other original records and the copy of the transcript in the office of the clerk shall be open during office hours to inspection by any person without charge.

- (c) The reporters shall be subject to the supervision of the appointing court and the Judicial Conference in the performance of their duties, including dealings with parties requesting transcripts.
- (d) The Judicial Conference shall prescribe records which shall be maintained and reports which shall be filed by the reporters. Such rec-ords shall be inspected and audited in the same manner as the records and accounts of clerks of the district courts, and may include rec-ords showing:
 - 1. the quantity of transcripts prepared;
 - 2. the fees charged and the fees collected for transcripts;
 - 3. any expenses incurred by the reporters in connection with transcripts;
 - 4. the amount of time the reporters are in attendance upon the courts for the purpose of recording proceedings; and
 - 5. such other information as the Judicial Conference may require.
- (e) Each reporter shall receive an annual salary to be fixed from time to time by the Judicial Conference of the United States. For the purposes of subchapter III of chapter 83 of title 5 and chapter 84 of such title, a reporter shall be considered a full-time employee during any pay period for which a reporter receives a salary at the annual salary rate fixed for a full-time reporter under the preceding sentence. All supplies shall be furnished by the reporter at his own expense.
- (f) Each reporter may charge and collect fees for transcripts requested by the parties, including the United States, at rates prescribed by the court subject to the approval of the Judicial Conference. He shall not charge a fee for any copy of a transcript delivered to the clerk for the records of court. Fees for transcripts furnished in criminal proceedings to persons proceeding under the Criminal Justice Act (18 U.S.C. 3006A), or in habeas corpus proceedings to persons allowed to sue, defend, or appeal in forma pauperis, shall be paid by the United States out of moneys appropriated for those purposes. Fees for transcripts furnished in proceedings brought under section 2255 of this title to persons permitted to sue or appeal in forma pauperis shall be paid by the United States out of money appropriated for that purpose if the trial judge or a circuit judge certifies that the suit or appeal is not frivolous and that the transcript is needed to decide the issue presented by the suit or appeal. Fees for transcripts furnished in other proceedings to persons permitted to appeal in forma pauperis shall also be paid by the United States if the trial judge or a circuit judge certifies that the appeal is not frivolous (but presents a substantial question). The reporter may require any party requesting a transcript to prepay the estimated fee in advance except as to transcripts that are to be paid for by the United States.
- (g) If, upon the advice of the chief judge of any district court within the circuit, the judicial council of any circuit determines that the number of court reporters provided such district court pursuant to subsection (a) of this section is insufficient to meet temporary demands and needs and that the services of additional court reporters for such district court should be provided the judges of such district court (including the senior judges thereof when such senior judges are performing substantial judicial services for such court) on a contract basis, rather than by appointment of court reporters as otherwise provided in this section, and such judicial council notifies the Director of the Administrative Office, in writing, of such determination, the Director of the Administrative Office is authorized to and shall contract, without regard to section 6101(b) to (d) of title 41, with any suitable person, firm, association, or corporation for the providing of court reporters to serve such district court under such terms and conditions as the Director of the Administrative Office finds, after consultation with the chief judge of the district court, will best serve the needs of such district court.

Attachment J.2

TRANSCRIBERS AUTHORIZED TO WORK UNDER CONTRACT NO. USDC-EDPA-22-___:

Reminder: At the time of award, the Court is required to ensure that all approved transcribers are listed by name in Attachment J2.

The following transcribers are authorized to provide services under this contract:

[Insert only those names of transcribers meeting the qualifications]

Any additions/substitutions to the above list shall be subject to approval of the Contracting Officer.

Attachment J.3

MAXIMUM TRANSCRIPT RATES -ALL PARTIES PER PAGE

	Original	Copy to Each Party	Each Add'l Copy to the Same Party
Ordinary Transcript A transcript to be delivered within thirty (30), calendar days after receipt of an order.	3.65	.90	.60
14-DAY TRANSCRIPT: A transcript to be delivered within fourteen (14) calendar days after receipt of an order.	4.25	.90	.60
Expedited Transcript A transcript to be delivered Within seven (7) calendar days after receipt of an order.	4.85	.90	.60
3-Day Transcript A transcript to be delivered within (3) three calendar days after receipt of an order	5.45	1.05	.75
Daily Transcript A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day.	6.05	1.20	.90
Hourly Transcript A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.	7.25	1.20	.90

Transcript in CJA Cases

In multi-defendant cases involving CJA defendants, the court reporter shall produce no more than one transcript on behalf of CJA defendants. One of the appointed counselors the clerk of court should arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for the CJA defendants for whom a transcript has been approved. The cost of such duplication will be charged to the CJA appropriation.

This policy would not preclude the furnishing of duplication services by the court reporter at the commercially competitive rate.

[illegible]

Attachment J.5

AO 435 (Rev. 04/18)		ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS				FOR COURT USE ONLY	
TRANSCRIPT ORDER						DUE DATE:	
<i>Please Read Instructions:</i>							
1. NAME				2. PHONE NUMBER		3. DATE	
4. DELIVERY ADDRESS OR EMAIL				5. CITY		6. STATE	7. ZIP CODE
8. CASE NUMBER		9. JUDGE		DATES OF PROCEEDINGS			
				10. FROM		11. TO	
12. CASE NAME				LOCATION OF PROCEEDINGS			
				13. CITY		14. STATE	
15. ORDER FOR							
☐ APPEAL		☐ CRIMINAL		☐ CRIMINAL JUSTICE ACT		☐ BANKRUPTCY	
☐ NON-APPEAL		☐ CIVIL		☐ IN FORMA PAUPERIS		☐ OTHER	
16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested)							
PORTIONS		DATE(S)		PORTION(S)		DATE(S)	
☐ VOIR DIRE				☐ TESTIMONY (Specify Witness)			
☐ OPENING STATEMENT (Plaintiff)							
☐ OPENING STATEMENT (Defendant)							
☐ CLOSING ARGUMENT (Plaintiff)				☐ PRE-TRIAL PROCEEDING (Specy)			
☐ CLOSING ARGUMENT (Defendant)							
☐ OPINION OF COURT							
☐ JURY INSTRUCTIONS				☐ OTHER (Specify)			
☐ SENTENCING							
☐ BAIL HEARING							
17. ORDER							
CATEGORY	ORIGINAL (Includes Certified Copy to Clerk for Records of the Court)	FIRST COPY	ADDITIONAL COPIES	NO. OF PAGES ESTIMATE		COSTS	
ORDINARY	☐	☐	NO. OF COPIES				
14-Day	☐	☐	NO. OF COPIES				
EXPEDITED	☐	☐	NO. OF COPIES				
3-Day	☐	☐	NO. OF COPIES				
DAILY	☐	☐	NO. OF COPIES				
HOURLY	☐	☐	NO. OF COPIES				
REALTIME	☐	☐					
CERTIFICATION (18. & 19.) By signing below, I certify that I will pay all charges (deposit plus additional).				ESTIMATE TOTAL		0.00	
18. SIGNATURE				PROCESSED BY			
19. DATE				PHONE NUMBER			
TRANSCRIPT TO BE PREPARED BY				COURT ADDRESS			
ORDER RECEIVED		DATE	BY				
DEPOSIT PAID				DEPOSIT PAID			
TRANSCRIPT ORDERED				TOTAL CHARGES		0.00	
TRANSCRIPT RECEIVED				LESS DEPOSIT		0.00	
ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT				TOTAL REFUNDED			
PARTY RECEIVED TRANSCRIPT				TOTAL DUE		0.00	

DISTRIBUTION:

COURT COPY

TRANSCRIPTION COPY

ORDER RECEIPT

ORDER COPY

INSTRUCTIONS

GENERAL

Use. Use this form to order the transcription of proceedings. Complete a separate order form for each case number for which transcripts are ordered.

Completion. Complete Items 1-19. Do *not* complete shaded areas which are reserved for the court's use.

Order Copy. Keep a copy for your records.

Submitting to the Court. Submit the form in the format required by the court.

Deposit Fee. The court will notify you of the amount of the required deposit fee which may be mailed or delivered to the court. Upon receipt of the deposit, the court will process the order.

Delivery Time. Delivery time is computed from the date of receipt of the deposit fee or for transcripts ordered by the federal government from the date of receipt of the signed order form.

Completion of Order. The court will notify you when the transcript is completed.

Balance Due. If the deposit fee was insufficient to cover all charges, the court will notify you of the balance due which must be paid prior to receiving the completed order.

SPECIFIC

Items 1-19. These items should always be completed.

Item 8. Only one case number may be listed per order.

Item 15. Place an "X" in each box that applies.

Item 16. Place an "X" in the box for each portion requested. List specific date(s) of the proceedings for which transcript is requested. Be sure that the description is clearly written to facilitate processing. Orders may be placed for as few pages of transcript as are needed.

Item 17. *Categories.* There are six (6) categories of transcripts which may be ordered. These are:

Ordinary. A transcript to be delivered within thirty (30) calendar days after receipt of an order. (Order is considered received upon receipt of the deposit.)

14-Day. A transcript to be delivered within fourteen (14) calendar days after receipt of an order.

Expedited. A transcript to be delivered within seven (7) calendar days after receipt of an order.

3-Day. A transcript to be delivered within three (3) calendar days after receipt of an order.

Daily. A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day.

Hourly. A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.

Realtime. A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment.

NOTE: Full price may be charged only if the transcript is delivered within the required time frame. For example, if an order for expedited transcript is not completed and delivered within seven (7) calendar days, payment would be at the 14-day *delivery* rate, and if not completed and delivered within 14 calendar days, payment would be at the ordinary delivery rate.

Ordering. Place an "X" in each box that applies. Indicate the number of additional copies ordered.

Original. Original typing of the transcript. An original must be ordered and prepared prior to the availability of copies. The original fee is charged only once. The fee for the original includes the copy for the records of the court.

First Copy. First copy of the transcript after the original has been prepared. All parties ordering copies must pay this rate for the first copy ordered.

Additional Copies. All other copies of the transcript ordered by the same party.

Item 18. Sign in this space to certify that you will pay all charges. (This includes the deposit plus any additional charges.)

Item 19. Enter the date of signing.

Shaded Area. Reserved for the court's use.

Guide to Judiciary Policy

Vol. 6: Court Reporting

Ch. 5: Transcripts

[§ 510 Overview](#)

[§ 510.17 Transcript Categories](#)

[§ 510.20 Transcripts to the Court](#)

[§ 510.25 Transcripts and Records for the Clerk of Court](#)

[§ 510.35 Responsibilities](#)

[§ 510.40 Electronic Sound Recording Files](#)

[§ 510.45 Arraignments, Changes of Pleas, and Sentencings](#)

[§ 510.50 Statement of Reasons Report for Sentencing Guidelines](#)

[§ 510.55 Retired or Separated Court Reporters](#)

[§ 520 Transcript Format](#)

[§ 520.15 Electronic Transcripts](#)

[§ 520.16 Compressed Transcript](#)

[§ 520.20 Realtime Translation](#)

[§ 520.23 Paper](#)

[§ 520.30 Margins](#)

[§ 520.33 Line Numbers](#)

[§ 520.36 Typing](#)

[§ 520.40 Content](#)

[§ 520.43 Title Page](#)

[§ 520.46 Indexes](#)

[§ 520.50 Numbering](#)

[§ 520.53 Cover](#)

[§ 520.56 Punched Holes](#)

[§ 520.60 Fastener](#)

[§ 520.63 Certification](#)

[§ 520.66 Copies](#)

[§ 520.70 Redaction](#)

[§ 530 Fees](#)

[§ 530.10 Authority](#)

[§ 530.15 Scope](#)

[§ 530.25 Notification of Fees](#)

[§ 530.26 Prepayment](#)

[§ 530.27 Temporary Retention of Transcript Deposits by Clerk of Court](#)

[§ 530.30 Judge Ordered Transcripts](#)

[§ 530.40 Justifying Higher Rates](#)

[§ 530.60 Permissible Extra Fees](#)

[§ 530.63 Realtime Translation](#)

[§ 530.65 Transcripts in CJA Cases](#)

[§ 530.70 Transcripts for Cases on Appeal](#)

[§ 530.75 Fees for Transcripts to Be Paid by the United States](#)

[§ 530.85 Electronic Sound Recording Files](#)

[§ 530.90 Certification of Transcript Rates](#)

[§ 530.95 Overcharging for Transcripts](#)

[§ 540 Transcripts for Cases on Appeal](#)

[§ 540.20 Federal Rules of Appellate Procedure](#)

[§ 540.40 Required Forms](#)

[§ 540.50 Full Transcript Not Required for Criminal Appeals](#)

[§ 550 Criminal Justice Act \(CJA\) and In Forma Pauperis Proceedings](#)

[§ 550.40 Transcripts](#)

[§ 550.50 Procedures for Payments](#)

[§ 550.60 Depositions](#)

[§ 560 Copyright Laws](#)

§ 510 Overview

One of the court reporter's primary responsibilities is to provide a transcript of court proceedings at the request of a party or by court order. The court reporter must also provide the court with a transcript or electronic sound recording of all arraignments, pleas, and proceedings related to the imposition of sentence in criminal cases. This chapter provides requirements for transcript production, delivery, fees, and format.

§ 510.10 [Reserved]

§ 510.17 Transcript Categories

The Judicial Conference has approved the following transcript categories. No other transcript categories are authorized.

(a) Ordinary Transcript

A transcript to be delivered within 30 calendar days after receipt of an order.

(b) 14-Day Transcript

A transcript to be delivered within 14 calendar days after receipt of an order.

(c) Expedited Transcript

A transcript to be delivered within seven calendar days after receipt of an order.

(d) Three-Day Transcript

A transcript to be delivered within three calendar days after receipt of an order.

(e) Daily Transcript

A transcript to be delivered on the calendar day following receipt of the order (regardless of whether that calendar day is a weekend or holiday), prior to the normal opening hour of the clerk's office.

(f) Hourly Transcript

A transcript of proceedings to be delivered within two hours from receipt of the order.

(g) Realtime Translation

A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following receipt of the order.

§ 510.20 Transcripts to the Court

(a) Set forth in [28 U.S.C. § 753\(b\)](#) are the duties and responsibilities of official court reporters, including the responsibility to provide certified transcripts without charge to a requesting judge. **See:** [Guide, Vol. 6, § 290.20 \(Court Reporters' Duties\)](#).

(b) Courthouse opening ceremonies, judge investiture ceremonies, and other ceremonies in which a judge presides are considered court proceedings, and the judge(s) presiding over these ceremonies may order that the proceedings be recorded or transcribed verbatim.

(1) If the court reporter assigned to the ceremony is a salaried reporter, the transcribing services and the production of the transcript are

within the scope of salaried reporters' duties, and no fees may be charged.

- (2) Compensation for a contract reporter must be in accordance with the contract terms. **See:** [Guide, Vol. 6, § 450 \(Contract Court Reporting\)](#).
- (c) If requested by a judge, a court reporter may produce a non-certified or unedited transcript for a judge's use, and it does not have to be filed with the clerk for the records of the court.

§ 510.25 Transcripts and Records for the Clerk of Court

(a) Transcript Delivery

The reporter must file with the clerk of court for the records of the court a certified transcript of all proceedings prepared.

- (1) The certified transcript must be filed with the clerk of court concurrent with, but not later than three working days after, delivery to the requesting party. The transcript may be in paper or electronic format as determined by the court.
- (2) When a contract court reporter produces a certified transcript at the request of a party or a judge, the contract reporter must concurrently deliver a certified transcript to the clerk of court at no charge.

(b) Public Inspection

- (1) The original notes or other original records and a copy of the transcript in the office of the clerk must be open during office hours to inspection by any person without charge.
- (2) The clerk's copy is an official court record that serves as the control copy, which the clerk may compare to verbatim records being forwarded on appeal.
- (3) Clerk's Transcript
 - (A) No fee is to be charged any person for use of the clerk's copy.
 - (B) The clerk's copy is available to the judge if the judge desires to use it; and in some instances, where the "original papers

rule” is followed, this copy may be forwarded to the court of appeals when an appeal is filed.

(c) Transcripts on Electronic Media

Any electronic transcript filed with the court must be in portable document format (PDF) or any other format approved by the court and consistent with the Judicial Conference’s approved format guidelines. [JCUS-SEP 1991](#), p. 65, [JCUS-SEP 2012](#), p. 26.

§ 510.25.10 Transcripts in the Case Management/Electronic Case Files System

- (a) The Judicial Conference adopted a policy requiring courts that make documents electronically available via the Public Access to Court Electronic Records (PACER) system also to make prepared electronic transcripts of court proceedings available remotely.
- (b) The Judicial Conference approved the following policy regarding the availability of transcripts of court proceedings in electronic format ([JCUS-SEP 2007](#), p. 12):
- (1) A transcript provided to a court by a court reporter or transcriber will be available at the office of the clerk of court for inspection only, for a period of 90 days (unless extended by the court) after it is delivered to the clerk.
 - (2) During the 90-day period (which may be extended by the court):
 - (A) a copy of the transcript may be obtained from the court reporter or transcriber at the rate established by the Judicial Conference;
 - (B) the transcript will be available within the court for internal use; and
 - (C) an attorney who obtains the transcript from the court reporter or transcriber may obtain remote electronic access to the transcript through the court’s Case Management/ Electronic Case Files (CM/ECF) system for purposes of creating hyperlinks to the transcript in court filings and for other purposes.
 - (D) access to the transcript in CM/ECF is restricted to four types of users:
 - court staff;

- public terminal users;
- attorneys of record or parties who have purchased the transcript from the court reporter/transcriber; and
- other persons as directed by the court (e.g., appellate attorneys).

(3) After the 90-day period:

- (A) the filed transcript will be available for inspection and copying in the clerk's office and for download from the court's CM/ECF system through the judiciary's PACER system.
 - (B) The transcript copy filed with the clerk of court may be reproduced without compensation to the court reporter or transcriber under the same terms and conditions that any other official public document in the case file may be reproduced.
- (c) The requirement to provide a certified transcript (whether in paper or electronic format, as determined by the court) to the clerk for the records of the court is unaffected by filing in CM/ECF. **See:** [§ 510.25\(a\)](#).

§ 510.25.20 Redaction of Electronic Transcripts

- (a) The parties have the responsibility to review the transcripts and request redactions, if necessary, in accordance with [JCUS-SEP 2003](#), pp. 16-17, [Guide, Vol. 10, § 320 \(Required Redactions\)](#) and [§ 330 \(Transcripts of Court Proceedings\)](#).
- (b) Court reporters and transcribers do not have the responsibility:
 - (1) To redact sensitive information from the transcript unless there is a redaction request made by the parties to the case, or
 - (2) To notify the parties of material that should be redacted.

§ 510.30 Transcripts Requested by Parties

- (a) Transcripts may be sold via electronic media in PDF, 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.

- (b) Court reporters and transcribers must produce paper originals and paper copies at the Judicial Conference rates when ordered by parties. [JCUS-SEP 1991](#), p. 65, [JCUS-SEP 2012](#), p. 26.

§ 510.35 Responsibilities

(a) Court Reporters

In dealing with parties requesting transcripts, court reporters must maintain a professional relationship and provide timely quality service. They must:

- (1) Adhere to the transcript format established by the Judicial Conference. **See:** [§ 520](#).
- (2) Adhere to transcript page rates per delivery category established by the court and the Judicial Conference. **See:** [§ 530](#).
- (3) Not require parties to purchase more pages than they want or need.
- (4) Not require parties to purchase more copies than they want or need.
- (5) Provide (whenever possible) the type of service requested such as ordinary, 14-day, expedited, daily, or hourly. **See:** [§ 510.17](#).

(b) Parties

Parties requesting a transcript should complete [Form AO 435 \(Transcript Order\)](#) or other order form available from the court reporter.

(c) Court Reporting Supervisor

- (1) The court reporting supervisor must monitor all orders for transcripts and the relationship between court reporters and those requesting transcripts.
- (2) The court reporting supervisor must maintain records of all transcript orders to ensure compliance with all Judicial Conference requirements, including timely preparation, format, and fees charged.

§ 510.40 Electronic Sound Recording Files

§ 510.40.10 Electronic Sound Recording Files in Lieu of Transcript

(a) Availability

When proceedings have been recorded as the official record by electronic sound recording equipment, the court should advise parties requesting transcripts that they may choose to purchase copies of the electronic sound recording files, which may be less costly, from the clerk of court in lieu of transcript for their own use.

(b) Audio Recording Orders

- (1) The court may reproduce tapes or CDs on its own duplicating equipment or on commercial equipment and may sell the reproduction of the audio at the prevailing rate prescribed by the District Court or Bankruptcy Court Miscellaneous Fee Schedule in effect.
- (2) Courts may provide digital files of audio recordings via email or digital download.
- (3) Orders for audio recordings should be submitted to the clerk's office on [Form AO 436 \(Audio Recording Order\)](#).

(c) Backup recordings

- (1) This provision does not apply to court reporters' backup recordings used to augment the steno notes. Backup recordings made by court reporters for their own convenience and not otherwise required by [28 U.S.C. § 753](#) are the personal property of the court reporter.
- (2) There is no public entitlement to these recordings, or to backup recordings made for the convenience of the court, with the exception of recordings of arraignments, changes of plea, and sentencings filed with the clerk of court, which are covered above in [§ 510.40.10\(b\)](#).

§ 510.40.20 Professional Transcription Services – Electronic Sound Recordings

(a) Professional Transcription Services

- (1) The court may have transcripts prepared from analog or digital audio files by professional transcription services based on credentials offered by the profession.
- (2) This would include firms or individuals that have been certified by the American Association of Electronic Reporters and Transcribers (AAERT) or other transcription certification organization that the court deems suitable.
- (3) Courts may use individuals who have received court reporter certification to transcribe audio files. While the Judicial Conference does not permit the AO to maintain a central listing of certified transcribers, a court may keep a local list of qualified transcribers.

(b) Procurement Guidelines

If a purchase for transcription services is estimated to be \$10,000 or more, the Court should follow the competition guidelines set forth in [Guide, Vol. 14, § 325.20.10\(a\) and \(b\)](#).

(c) Costs

The court may not charge parties for the cost of duplicating electronic sound recording files of proceedings that the court sends to a transcriber for filling transcript orders.

(d) Transcript Orders

Orders for transcripts should be submitted to the clerk's office on a [Form AO 435 \(Transcript Order\)](#).

(e) Preparation

All format, delivery time schedule, and fee requirements adopted by the Judicial Conference apply as if the transcript were produced by one of the court's reporters.

(f) Official Court Reporters

- (1) With approval from the court, an official staff, temporary, or combined-position court reporter may agree to produce transcripts from audio recordings of court proceedings which the reporter did not attend. Such transcripts may be ordered by parties or by any

federal judge. The reporter is considered a transcriber and may be paid no more than the rates established by the Judicial Conference.

- (2) Courts may not provide preferential treatment to court staff by referring all transcription work to one or more staff court reporters. Instead, transcription work should continue to be rotated evenly among the qualified transcribers already used by the court and the court reporter(s) who have been authorized by the court to transcribe proceedings of electronic sound recording.

(g) Other Court Employees

- (1) Court employees, other than court reporters, may not retain fees for preparation of official transcripts.
- (2) If a court employee, other than a court reporter, produces transcript for a private party, the fees for such must be deposited into the United States Treasury. OCG Opinion, June 8, 1983. [18 U.S.C. § 209](#).

§ 510.40.30 Certification of Transcription

The person or transcription services firm designated to transcribe the proceedings recorded by electronic sound recording must authenticate the original transcript and each copy with a certification on the last page. **See:** [§ 520.63 \(Certification\)](#).

§ 510.45 Arraignments, Changes of Pleas, and Sentencings

§ 510.45.10 Statutory Authority

Under [28 U.S.C. § 753\(b\)](#), the reporter or other individual designated to produce the record is required to transcribe and certify such parts of the record of proceedings as may be required by any rule or order of court including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless they have been recorded by electronic sound recording. **See:** [Guide, Vol. 6, § 290.20.20\(c\)](#).

§ 510.45.20 Transcripts and Electronic Sound Recordings of Arraignments, Pleas, and Sentencings

- (a) If the court reporter elects to file an electronic sound recording of all arraignments, pleas, and sentencings in lieu of a certified transcript, the reporter must file such recording with the clerk of the court with a certificate in the form set forth in [Guide, Vol. 6, § 290.20.20\(c\)](#) at no expense to the government (judiciary). [JCUS-MAR 1963](#), p. 10.

- (b) The reporter must file a transcript within 30 days of the close of the proceeding unless it was recorded on electronic sound recording equipment, in which event the electronic recording, accompanied by a certification of the reporter, must be filed as soon as the recording has been used to capacity, or the audio file uploaded to a designated server upon adjournment of the proceeding or in accordance with the court's established procedures. [28 U.S.C. § 753](#).
- (c) Challenges to Validity of Conviction
 - (1) A judge should consider whether the clerk's copy is sufficient before approving the production of another copy at government expense for transcripts of arraignments, pleas, and sentences that are requested by a defendant proceeding under the Criminal Justice Act (CJA) who attacks the validity of the conviction under [28 U.S.C. § 2255](#) and desires for use on the motion transcripts of the plea and proceedings in connection with the imposition of the sentence.
 - (2) Since this motion is made in the trial court, there is always available in the clerk's files a certified electronic sound recording or a transcript copy of these proceedings (which the reporter must file without charge, under [28 U.S.C. § 753](#)) which is available to the defendant and to the court with other papers in the case, for consideration in connection with the motion.
- (d) Court reporters may charge parties (including the Department of Justice and other parties proceeding under the CJA) for transcripts of arraignments, changes of plea, or proceedings in connection with the imposition of sentencing when an electronic recording of the proceeding has been filed with the court in lieu of a written transcript. [JCUS-MAR 1996](#), p. 27.
- (e) The opinion of the Administrative Office's (AO) Office of the General Counsel (OGC) is that unedited and uncertified transcripts (including realtime translations) are not acceptable in lieu of certified transcripts or audio recordings of arraignments, changes of plea, and sentencing proceedings. OGC Memorandum, July 7, 1978, Fees for Transcripts of Arraignments, Pleas, and Proceedings in Connection with the Imposition of Sentence.

§ 510.50 Statement of Reasons Report for Sentencing Guidelines

§ 510.50.10 Statutory Authority

- (a) The Sentencing Reform Act requires the district court to place on the record a statement of reasons for each criminal sentence under the Sentencing Guidelines. **See:** [18 U.S.C. § 3553\(c\)](#).
- (b) Under [28 U.S.C. § 994\(w\)](#) the court must send a report of the statement of reasons to the Sentencing Commission within 30 days following entry of judgment.

§ 510.50.20 Transcript of Statement of Reasons

If the court requires the court reporter to prepare a transcript of the statement of reasons, the reporter must furnish the transcript at no expense to the government.

§ 510.55 Retired or Separated Court Reporters

- (a) Responsibilities
 - (1) Any court reporter who terminates employment with the court remains responsible for producing requested transcripts of proceedings recorded during the period of employment at the rates in effect at the time the transcript was ordered.
 - (2) Court reporters must make every effort to serve the ordering party by producing the transcript according to the delivery schedule established by the Judicial Conference.
 - (3) Any court reporter refusing to transcribe a court proceeding could be ordered by the court to show cause.

- (b) Payment for Transcripts for the Court

Retired or separated court reporters are entitled to payment for the production of original transcripts requested by a judge after the date of retirement or separation provided that the transcripts are prepared from notes taken during the period of employment with the court and have not previously been ordered by a party.

- (c) Performance Concerns

A court is not required to refer outstanding transcript orders to a separated reporter if the court has concerns regarding the reporter's performance.

(d) Original Notes

- (1) Court reporter notes are the property of the court and must remain in the custody of the clerk of court.
- (2) The notes may be removed only for purposes of providing a transcript.
- (3) A court reporter no longer employed by the court must file a copy of the transcript with the clerk of court within three days of delivery to the ordering party. The court reporting supervisor should assist the retired or separated court reporter in obtaining the notes and act as liaison between the reporter and ordering party.

(e) Dictionary

- (1) Courts may require separated court reporters to file copies of their dictionaries with the court.
- (2) In the event a separated court reporter may be unavailable to produce transcripts (due to illness, death, or the court's decision not to refer transcript orders to that reporter), the dictionary will assist another court reporter or transcriber with translating the original reporter's notes if a transcript is required.

§ 520 Transcript Format

The Judicial Conference first adopted the uniform transcript format in 1944 to assure that each party is treated equally throughout the country. [JCUS-SEP 1944](#), Appendix.

- (a) Although the Conference has made some adjustments from time to time, the format has remained substantially the same.
- (b) The format requirements must be followed because minor changes result in significant monetary losses to parties. No court, judge, supervisor, reporter, or transcriber may authorize a deviation from the requirements set forth by the Judicial Conference.
- (c) The per-page transcript rates are based on strict adherence to the prescribed format.
- (d) The format standards incorporate government standards for archival materials and assure that all transcripts produced in federal courts are produced on the same basis.

§ 520.10 [Reserved]

§ 520.15 Electronic Transcripts

- (a) Transcripts may be sold via electronic media in PDF, ASCII, 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.
- (b) Each page of transcript sold via electronic media must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and electronic media transcripts may not contain any protection or programming codes that would prevent copying or transferring the data. [JCUS-SEP 1991](#), p. 65 and [JCUS-SEP 2012](#), p 26.

§ 520.16 Compressed Transcript

- (a) A compressed transcript captures two or more standard pages of transcript and reproduces them on a single page.
- (b) As with electronic media, court reporters and transcribers who have the capability may sell compressed transcripts on a per standard transcript-page basis, regardless if two or more standard transcript pages are compressed onto a single page of paper.
- (c) There is no requirement to provide such service.

§ 520.20 Realtime Translation

The transcript format guidelines prescribed by the Judicial Conference apply to realtime translation with the exceptions outlined in [§ 320.50.30 \(Production\)](#).

§ 520.23 Paper

- (a) Size
Paper size is to be 8-1/2 X 11 inches.
- (b) Weight
The weight of paper is to be at least 13 pounds for both originals and copies.
- (c) Type
The paper type for both originals and copies is to be of chemical wood or better quality.

- (d) Color

White paper is to be used for both originals and copies.

§ 520.30 Margins

- (a) The use of preprinted solid left and right marginal lines is required.
- (b) The use of preprinted top and bottom marginal lines is optional.
- (c) 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.

§ 520.33 Line Numbers

Each page of transcription is to bear numbers indicating each line of transcription on the page.

§ 520.36 Typing

§ 520.36.05 Ink Color

Black ink is to be used for both originals and copies.

§ 520.36.10 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.)

§ 520.36.15 Number of Lines Per Page

- (a) Line of Text Per Page Requirement
 - (1) Except as provided in (b) below, each page of transcription is to contain 25 lines of text.
 - (2) The last page may contain fewer lines if it is less than a full page of transcription.
 - (3) Page numbers or notations cannot be considered part of the 25 lines of text.
- (b) Exception

- (1) An exception to the above requirement of 25 lines of text will be allowed when daily or hourly transcript of jury trials is produced and the exception is approved by the presiding judicial officer.
- (2) The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions.
- (3) Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript that includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break.
- (4) This exception as defined above will make it easier for a judge to provide portions of a transcript to a jury for review. [JCUS-MAR 1996](#), pp. 26-27.

§ 520.36.25 Spacing

Lines of transcript text are to be double spaced.

§ 520.36.30 Upper and Lower Case

Upper and lower case is preferred, but all upper case may be used.

§ 520.36.35 Indentations

- (a) Question and Answer (Q and A)
 - (1) All Q and A designations must begin at the left margin.
 - (A) A period following the Q and A designation is optional.
 - (B) The statement following the Q and A must begin on the fifth space from the left margin.
 - (C) Subsequent lines must begin at the left margin.
 - (2) Since depositions read at a trial have the same effect as oral testimony, the indentations for Q and A must be the same as described above.
 - (A) In the transcript, each question and answer read from a deposition must be preceded by a quotation mark.
 - (B) At the conclusion of the reading, a closing quotation mark must be used.

(b) Colloquy

- (1) Speaker identification must begin on the tenth space from the left margin followed directly by a colon.
- (2) The statement must begin on the third space after the colon.
- (3) Subsequent lines must begin at the left margin.

(c) Quotations

Quoted material other than depositions must 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.

§ 520.36.40 Interruptions of Speech and Simultaneous Discussions

- (a) Interruptions of speech must be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking.
- (b) At the discretion of the transcriber, simultaneous discussions may also be noted in this manner.

§ 520.36.45 Punctuation and Spelling

Punctuation and spelling must be appropriate standard usage. For example, if a question in Q and A is indeed a question, it must be followed by a question mark.

§ 520.36.50 Page Heading

- (a) A page heading (also known as a “header”) is brief descriptive information noted to aid in locating a person or event in a transcript.
- (b) A page heading must be provided on each page of witness testimony; it is optional for other types of persons and/or event notations.
- (c) Listing the last name of the witness or other party and the type of examination or other event is sufficient.
- (d) Page headings must appear above line 1 on the same line as the page number.
- (e) This information is not to be counted as a line of transcript.

§ 520.36.55 Parenthetical Notations

- (a) Parenthetical notations are generally marked by parentheses; however, brackets may be used.
- (b) Parenthetical notations must begin with an open parenthesis or bracket on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.
- (c) Parenthetical notations are used for:
 - (1) customary introductory statements such as call to order of court or swearing in a witness, and
 - (2) indicating non-verbal behavior, pauses, and readback/playback.

For types of parenthetical notations, **see:** [§ 520.40.20\(a\)](#).

§ 520.36.60 Legibility

The original transcript and each copy are to be legible without any interlineations materially defacing the transcript.

§ 520.40 Content

§ 520.40.10 Verbal

Except as noted below, the transcript must contain all words and other verbal expressions uttered during the course of the proceeding.

- (a) Striking of Portions of the Proceeding

No portion of the proceeding must be omitted from the record by an order to strike. Regardless of requesting party, the material ordered stricken, as well as the order to strike, must all appear in the transcript.
- (b) Editing of Speech
 - (1) The transcript must provide an accurate record of words spoken in the course of proceedings. All grammatical errors, changes of thought, contractions, misstatements, and poorly constructed sentences must be transcribed as spoken.
 - (2) In the interest of readability, false starts, stutters, uhms and ahs, and other verbal tics are not normally included in transcripts; but such verbalizations must be transcribed whenever their exclusion could change a statement's meaning.

(c) Reporting of Audio/Video Recordings

Generally, audio/video recordings played in court are entered as an exhibit in a proceeding. Since such recordings are under the direct control of the court, audio/video recordings need not be transcribed unless the court so directs.

(d) Private Communications and Off the Record Conversations

Private communications and off the record conversations inadvertently recorded must not be included in the transcript.

(e) Call to Order, Swearing in, or Affirmation of Witnesses or Jurors

- (1) Standard summary phrases must be used for customary introductory statements such as the call to order of court and the swearing in or affirmation of witnesses.
- (2) These must appear in parentheses or brackets and begin with an open parenthesis or bracket on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.
- (3) The following phrases can be employed:
 - (Call to Order of the Court),
 - (The Jury Is Sworn),
 - (The Witness Is Sworn), and
 - (The Witness Is Affirmed).

(f) Identification of Speaker

- (1) All speakers must be properly identified throughout the transcript, initially by their full name, thereafter by the following designations or courtesy titles, in capital letters indented ten spaces from the left margin:
- (2) Proper Transcript:

Speaker	Identification
the judge	THE COURT
attorney	MR., MRS., MS., OR MISS + (last name)

Speaker	Identification
witness	THE WITNESS (in colloquy)
interpreter	THE INTERPRETER
defendant (in criminal cases)	THE DEFENDANT

(g) Testimony Through Interpreter

When interpreters are used, it will be assumed that answers are made in a foreign language and interpreted unless a parenthetical “(in English)” is inserted.

§ 520.40.20 Nonverbal

(a) Designation of Portions of Proceedings and Time of Occurrence
(Parenthetical Notations)

- (1) Parenthetical notations in a transcript are a court reporter’s or electronic court recorder operator’s own words, enclosed in parentheses or brackets, recording some action or event. Parenthetical notations should be as short as possible but consistent with clarity and standard word usage.
- (2) The following parenthetical notations should be used to designate portions of proceedings. Designations requiring a time notation are listed first:

(A) Proceedings Started, Recessed, and Adjourned, with Time of Day and Any Future Date Indicated where Appropriate

Examples:

- (Recess at 11:30 a.m.)
- (Recess at 12:30 p.m., until 1:30 p.m.)
- (Proceedings concluded at 5 p.m.)

(B) Jury In/Out

(i) Examples:

- (Jury out at 10:35 a.m.)
- (Jury in at 10:55 a.m.)

(ii) If a jury is involved, it is essential to indicate by the proper parenthetical notation whether the proceeding occurred:

- in the presence of the jury,
- out of the presence of the jury,
- out of the hearing of the jury,
- prior to the jury entering the courtroom, or
- after the jury left the courtroom.

(3) Defendant Present/Not Present

In criminal trials, this designation must be made if not stated in the record by the judge.

(4) Bench/Side Bar Conferences

(A) This designation must note whether the bench/side bar conference is on or off the record. If all the attorneys in court are not participating in the bench/side bar conference, the parenthetical notation must so indicate.

(B) Examples:

- (Bench conference on the record)
- (Bench conference off the record with Mr. Smith, Mrs. Jones, and Mr. Adams)
- (At side bar on the record)
- (At side bar)
- (End of discussion at side bar)

(5) Discussions off the Record

This designation must note where the discussion took place.

(6) Chambers Conferences

(A) This designation must note the presence or absence of parties in chambers.

(B) Examples:

- (Discussion off the record in chambers with defendant not present)
- (Discussion on the record in chambers with defendant present)

(b) Speaker/Event Identification

- (1) References to speakers and events that occur throughout proceedings must be properly noted in capital letters and centered on the appropriate line.
- (2) Examples:
 - AFTER RECESS
 - DIRECT EXAMINATION
 - CROSS EXAMINATION
 - REDIRECT EXAMINATION
 - RECROSS EXAMINATION
 - FURTHER REDIRECT EXAMINATION
 - PLAINTIFF'S EVIDENCE
 - PLAINTIFF RESTS
 - DEFENDANT'S EVIDENCE
 - DEFENDANT RESTS
 - PLAINTIFF'S EVIDENCE IN REBUTTAL

(c) Nonverbal Behavior and Pauses

- (1) It is the responsibility of the attorneys, as well as the judge in some instances, to note for the record any significant nonverbal behavior (i.e., physical gestures, and lengthy pauses on the part of a witness.)
- (2) If counsel or the court refers to the witness's affirmative or negative gesture, parenthetical phrases may be used to indicate physical gestures.
- (3) Examples:
 - (Nods head up and down)
 - (Shakes head from side to side)
 - (Indicating)

(d) Readback and/or Playback

All readbacks and/or playbacks and the party requesting must be noted parenthetically as follows:

- (1) If the question and/or answer requested to be read or played back appears on the same page as the request, the following parenthetical must be used:

(The last question and/or answer was read/played back)

- (2) If, however, the question and/or answer, or both, appear on a previous page, the court reporter or audio operator should replay or restate the question and/or answer both, in full, with appropriate quotation marks and parentheses. The following parenthetical should be used for playbacks:

(The record was replayed)

(e) Indiscernible or Inaudible Speech on Electronic Sound Recording

- (1) Incomplete records of proceedings are unacceptable in a court of law. It is therefore highly undesirable to have any portion of a transcript labeled “indiscernible” or “inaudible.”
- (2) Every effort must be made to produce a complete transcript. The use of “inaudible” or “indiscernible” should be used only when it is impossible to transcribe the record.

§ 520.43 Title Page

§ 520.43.10 Contents

Each transcript is to include a title page indicating:

- (a) court name;
- (b) district;
- (c) case name;
- (d) civil or criminal docket 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) whether a jury was present;
- (k) court reporter’s name, address, and telephone number, if steno based;

- (l) audio operator's name, plus name, address, and telephone number of transcription company, if electronic sound recording equipment based;
- (m) method by which the proceedings were recorded; and
- (n) method by which the transcript was produced.
- (o) Examples of this statement include the following:
 - (1) Proceedings recorded by mechanical stenography, transcript produced by notereading.
 - (2) Proceedings recorded by mechanical stenography, transcript produced by computer-aided transcription.
 - (3) Proceedings recorded by shorthand/stenomask, transcript produced from dictation.
 - (4) Proceedings recorded by electronic sound recording, transcript produced by transcription service.

§ 520.43.20 Record of Appearance

Beginning on the title page, the court reporter is to include the complete record of appearances.

§ 520.43.30 Cost

The court reporter may charge for the title page as a full page of transcript.

§ 520.46 Indexes

Each volume is to contain an index that is to be numbered. It is preferable to have the index at the end. The court reporter may charge for the index page as a full page of transcript.

§ 520.46.10 Requirement

- (a) The index must indicate the pages at which each of the following begins:
 - DIRECT EXAMINATION,
 - CROSS EXAMINATION,
 - REDIRECT EXAMINATION,
 - RECROSS EXAMINATION,
 - FURTHER DIRECT EXAMINATION, and
 - RECALL OF EACH WITNESS.

- (b) The index must also indicate on behalf of whom the witness or witnesses were called, such as:
 - PLAINTIFF'S WITNESSES,
 - WITNESSES FOR THE GOVERNMENT,
 - DEFENDANT'S WITNESSES, and
 - WITNESSES FOR THE DEFENSE
- (c) A separate table in the index must indicate the page at which any exhibit was marked for identification and received in evidence.

§ 520.46.20 Master Index for Longer Transcripts

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 in a separate volume that compiles all of the individual indexes.

§ 520.46.30 Keyword Indexing Service

- (a) Keyword indexing services provide an index of key words in the transcript and corresponding page number(s) in which the words appear.
- (b) No charge is permitted in addition to the normal page rates for keyword indexing services.
- (c) If the keyword indexing service is provided via electronic media, no additional charge is permitted for the cost of the electronic media itself.

§ 520.50 Numbering

§ 520.50.10 Pages

- (a) The pages of the transcript are to be numbered in a single series of consecutive numbers for each proceeding, regardless of the number of days involved.
- (b) The court reporter must place the page number at the top right corner of the page flush with the right margin above the first line of transcription.
- (c) The page number does not count as a line of transcript.
- (d) The pagination of the transcript of the further proceedings in the same matter must follow consecutively the pagination of earlier proceedings, unless the presiding official directs otherwise.

§ 520.50.20 Multi-Volumes Transcripts

Multi-volume transcripts must be numbered in either of the following ways:

- (a) Each volume of transcript must be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings.
- (b) 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.

Examples:

- 1-14 (Volume 1, page 14)
 - 2-54 (Volume 2, page 54)
- (c) If preferred, the pages may be numbered consecutively for an entire multiple-volume transcript.

Examples:

- 56 (Volume 1, page 56)
- 521 (Volume 3, page 521)

§ 520.53 Cover

The court reporter is to cover at no charge the original and each copy of transcript 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.

§ 520.56 Punched Holes

If the court reporter punches transcript with three holes in the left margin, the holes are to be 4-1/4" center to center, with the middle hole centered in the page.

§ 520.60 Fastener

The court reporter is to secure the transcript for each proceeding separately with a suitable fastener of permanent nature.

§ 520.63 Certification

§ 520.63.10 Requirement

- (a) The court reporter or transcriber is to authenticate the original transcript and each copy with a certification on the last page.
- (b) The certification is to appear on the last page of each volume of transcript. If more than one court reporter or transcriber is involved in the production of the transcript being certified, then the certifications of each court reporter or transcriber involved must be required at the end of each volume. (**Note:** The contents of the title page should not be repeated as part of the certification.)
- (c) A rubber stamp with the certifications may be used to save time and space. A sample certification is provided in [§ 520.63.30](#).

§ 520.63.20 Reporter's Charge for Certification

- (a) If the reporter places the certification on a separate page from any transcript text, then the reporter may NOT charge for the certification page.
- (b) If the court reporter includes the certification on the last page of a transcript that contains actual transcript text, the reporter can charge for that page of text.

§ 520.63.30 Certification Examples

- (a) Stenography/Stenomask

"I (we) certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter."

Signature of Court Reporter/Transcriber

Date

Typed or Printed Name

- (b) Transcriber's Certification for Another's Notes.

"I (we) certify that the foregoing is a true and correct transcript, to the best of my ability, of the above pages, of the stenographic notes

provided to me by the _____ [court name], of the proceedings taken on the date and time previously stated in the above matter. I (we) further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken, and further that I am not financially nor otherwise interested in the outcome of the action.”

Signature of Transcriber

Date

Typed or Printed Name

(c) Electronic Sound Recording

“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

(d) Redacted Transcripts

At the end of the redacted transcript, and without causing a “page roll-over” (a smaller font may be used) the redacted transcript must be certified by the court reporter/transcriber stating:

“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 attorneys of record: _____, in accordance with Judicial Conference policy.

Redacted characters appear as an “x” (or a black box) in the transcript.”

Signature of Approved Transcriber

Date

Typed or Printed Name

§ 520.66 Copies

- (a) Transcript copies may be reproduced by any method of reproduction which produces black text on single-sided white paper.
- (b) 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.

§ 520.70 Redaction

- (a) There are various software programs that are available to assist court reporters and transcribers in the redaction process. The use of these programs is permissible, as long as page and line integrity remains intact.
- (b) If a court reporter does not have access to such a program, the reporter may also manually redact. Whatever method is used to redact, page and line integrity must be maintained from the original transcript to the redacted transcript.

§ 520.70.10 Manual Redaction

To manually redact, the court reporter/transcriber must place an “x” in the space of each redacted character. Manual redactions must have the same number of x’s as characters deleted to preserve page and line numbers of transcripts.

§ 520.70.20 Title Page

The title page of the transcript must indicate that it is a redacted transcript immediately below the case caption and before the Volume number and the name and title of the Judge. A notation of “REDACTED TRANSCRIPT” must be inserted on a blank line, and the addition of this text must not change the length of the title page.

§ 520.70.30 Charge for Redacted Transcripts

The Judicial Conference has not authorized an additional fee that the court reporter or transcriber can charge for providing redacted transcripts to the court for the electronic records of the court.

§ 530 Fees

§ 530.10 Authority

- (a) Pursuant to [28 U.S.C. § 753\(f\)](#), each reporter may charge and collect fees for transcripts requested by the parties, including the United States, at rates prescribed by the court subject to the approval of the Judicial Conference. [JCUS-MAR 1980](#), pp. 17-18. **See:** [Current maximum transcript rates](#) on the Court Reporting page of JNet.
- (b) Each district court must adopt a schedule of transcript fees for reporters and transcribers, subject to maximum rates established by the Judicial Conference.
 - (1) The Conference has established six transcript categories (**see:** [§ 510.17](#)) based on delivery times and whether the transcript is certified or a realtime translation, and has set a maximum rate for each.
 - (2) The parties, court reporter, transcriber, and the court may not negotiate a higher rate without Judicial Conference approval; however, in exceptional circumstances the Director of the AO may authorize higher original transcript rates for staff reporters (**see:** [§ 530.40](#)).
 - (3) Fees may be negotiated lower than the court approved rates. In setting the transcript rates to be charged by the court reporters in each area, the district court may look to comparable services rendered in the state courts and consider setting the transcript rates in their courts to coincide with any lower comparable state rate.

§ 530.15 Scope

The maximum rates adopted by the Judicial Conference are the maximum rates that can be charged by:

- official staff,
- temporary,
- combined-position,
- contract,
- substitute reporters, and
- transcribers.

§ 530.25 Notification of Fees

- (a) For the public to be aware of the maximum transcript fees to be charged, a schedule of the prescribed fees is to be posted prominently in the clerk's office. [JCUS-MAR 1982](#), p. 9.
- (b) Courts should instruct clerks of court to notify members of the bar of the fee rates and format regulations established by the Judicial Conference and the procedure for addressing issues regarding fees charged.

§ 530.26 Prepayment

Reporters or transcribers may require prepayment of fees before beginning transcript preparation, except they may not require prepayment by the United States government.

§ 530.27 Temporary Retention of Transcript Deposits by Clerk of Court

The clerk of court may receive and hold transcript fee prepayments as an incentive to the court reporter to fulfill transcript orders on time; and further, the court has the discretion to make this "escrow" arrangement standard practice for all transcript fees. [28 U.S.C. § 753](#). [JCUS-MAR 1982](#), pp. 8-12. Memorandum, AO's Office of the General Counsel, Feb. 20, 2003.

§ 530.30 Judge Ordered Transcripts

§ 530.30.10 Official Court Reporters

- (a) Title [28 U.S.C. § 753\(b\)](#) establishes the duties and responsibilities of official court reporters, including the responsibility to provide certified transcripts without charge to a requesting judge.
- (b) Noting that providing a transcript to a judge is considered part of a reporter's official duties for which the reporter is paid an annual salary and that only one original transcript can be produced and that all subsequent orders for the same transcript are copies for which the lower fee would apply, the Conference transcript fee policy makes explicit that official court reporters may charge only copy fees for transcripts provided to parties when the original transcript was produced at the request of a judge. [JCUS-MAR 2009](#), pp. 28-29. **See:** [§ 510.20 \(Transcripts for the Court\)](#).

§ 530.30.20 Contract Court Reporters

- (a) The relevant provisions of the contract govern payment of transcript prepared for a judge. Reporters under contract, based on the terms of the contract, are not subject to the requirement to provide original transcripts at no charge to a district or magistrate judge.

- (b) Contract court reporters' attendance fees cover only the time they spend in court. Therefore, the Comptroller General allowed payment to contract court reporters for transcripts produced when ordered by a judge of the court. **See:** [Comptroller General Decision B-77066 \(July 13, 1948\)](#).

§ 530.30.30 Land Commission Proceedings

- (a) Court reporters are not entitled to payment in addition to their salaries for providing transcripts of land commission proceedings to judges or to land commissioners appointed by judges in land condemnation cases.
- (b) Accordingly, neither the Department of Justice nor the AO may pay for such transcripts from their appropriations. However, reporters whose services are obtained on a contractual basis are entitled to payment when such transcript is ordered by the court. **See:** [Comptroller General Decision B-184875 \(June 11, 1976\)](#).

§ 530.40 Justifying Higher Rates

The Judicial Conference authorized the Director of the AO to increase transcript rates for original transcripts only (not copies or realtime translation) by no more than 20 percent of the existing maximum rate when, in the Director's judgment, a district court justifies such an increase. [JCUS-MAR 1981](#), pp. 7-8.

§ 530.40.20 Procedure for Requesting Higher Rates

- (a) Court
- (1) The chief judge of the district court must submit an analysis to the Director of the AO supporting:
- the rate the court is requesting;
 - the types of transcript under consideration (ordinary, 14-day, expedited, daily, and/or hourly); and
 - the impact on total and net income derived by official court reporters based on annual average transcript production.
- (2) The analysis must include a justification based on the following information:
- (A) A comparison of transcript fees corresponding to ordinary, 14-day, expedited, daily, and hourly transcript categories of court reporters in the local or state courts.

(B) State and Local Court Reporter Compensation

(i) A comparison of total compensation of court reporters in the local or state courts including:

- salary,
- benefits,
- private work,
- transcript income, and
- net income from official transcript sales.

(ii) The policies of the local and state courts that affect total compensation for court reporter work should be identified, including salary schedules, benefits, work hours, transcript format and whether transcript production is subsidized or supported by the purchase of equipment or supplies.

(C) Using [Form AO 40A \(Attendance and Transcripts of United States Court Reporters\)](#) and [Form AO 40B \(Statement of Earnings of United States Court Reporters\)](#) reports, an analysis of total income of staff reporters from salary, transcript sales, private work, and in-court hours of service over a three to five year period.

(b) The AO will:

- (1) compare the salary, transcript income, and margins of profit of the district's reporters by using reporter statements of earnings, to those of other reporters in other federal courts and nationally;
- (2) evaluate the court reporter turnover; and
- (3) notify the chief judge whether the increase is justified and, if justified, the effective date of the rate change.

§ 530.50 Descriptions of Fees for Services	
Item	Description
(a) Transcript Production	The fees cover all costs of transcript production.
(b) Original Fee	For any given proceeding/date there can only be one original charge. All other transcripts of the same proceeding must be at the copy rates. The original fee rate may not be charged to parties who order a transcript that was already produced at the request of a judge.

§ 530.50 Descriptions of Fees for Services	
Item	Description
(c) 14-Day, Expedited, Daily, and Hourly Transcripts	In the case of 14-day, expedited, daily, and hourly transcripts, the approved fees are to cover all costs of transcript production, including payments to extra reporters, typists, and transcribers to help produce the transcript.
(d) Copy Fee	A copy fee is charged if the party orders and receives a copy.
(e) Fee for Sale of Transcript on Electronic Media	The rates allowed for electronic media transcripts are the same as those allowed for paper transcripts whether they represent originals, first copies, or additional copies. No additional charge is permitted for the cost of the electronic media.
(f) Compressed Transcripts	The maximum per page rate for each compressed original or copy of a transcript is the same as that for a full-size transcript.
(g) Realtime Feed	For realtime translation services, a rate is charged per page by the certified realtime reporter.

For fee calculation examples, **see:** [Fee Calculation Examples](#) on JNet.

§ 530.55 Items for Which No Fee May Be Charged	
Item	Description
(a) Transcript Copy filed with the Court	No fee may be charged for any transcript provided to the clerk of court as the court's copy. See: Guide, Vol. 6, § 290.20.20(b) .
(b) Judge's Copy	A judge-ordered copy is not the same as the certified copy delivered to the clerk for the records of the court. The staff court reporter may not charge a party, including the government, for any certified transcript provided to a judge regardless of the existence of an order so granting. See: § 530.30 .
(c) Viewing the Record by a Party	A transcript on file in the clerk's office may be examined without charge to a party or other member of the public. See: Guide, Vol. 6, § 290.20.30(e) .
(d) Postage	Postage costs are considered an ordinary business expense; therefore, the court reporter or transcriber may not charge for ordinary postage. However, when the party requests expedited delivery, the court reporter or transcriber may bill the party for the difference between ordinary postage cost and the cost for expedited delivery. See: Guide, Vol. 6, § 260.50.20 .

§ 530.55 Items for Which No Fee May Be Charged	
Item	Description
(e) Keyword Indexes	The index pages may be billed at the page rate, but no charge is permitted in addition to the normal page rates for keyword indexing services. See: § 520.46.30 .
(f) Cover	The cover is a required part of the transcript and the court reporter may not charge extra for the transcript cover. See: § 520.53 .
(g) Certification	The certification is a required part of the transcript and the court reporter may not charge extra for the certification. See: § 520.63 .
(h) Canceled Orders	When a transcript order is canceled, only the pages produced may be charged. There is no charge for pages not produced. If a deposit was received and no pages were produced prior to the cancellation, the full deposit must be returned to the party. Any pages that were produced must be provided to the ordering party and a certified transcript filed with the clerk of court.
(i) Credit Card Fees, Service Fees, or Late Charges	Credit card fees accrued by a court reporter or transcriber who accepts payment via credit card may not be charged to the ordering parties. Additionally, no other service fees, convenience fees, or late payment penalties may be charged to the ordering parties.

§ 530.60 Permissible Extra Fees

§ 530.60.10 Subsistence Cost for Reporters

- (a) In areas where the court's reporter may need to hire reporters from outside the community area to help produce 14-day, expedited, daily, or hourly transcripts, the reporter may bill the party for the subsistence costs of other reporters or auxiliary personnel.
- (b) These costs are authorized up to the amount of travel subsistence that a government employee may be reimbursed for the same travel. **See:** [Guide, Vol. 19, Ch. 4 \(Judiciary Staff Travel Regulations\)](#).
- (c) Compensation for auxiliary personnel as an attendance fee is not billable to the party.

§ 530.60.20 Payments Returned for Insufficient Funds (Bad Check Fees)

- (a) If authorized by the court, the court reporter may request the ordering party to reimburse the penalties associated with payment returned for insufficient funds from the ordering party.

- (b) If the court reporter is not approved to seek reimbursement, or is not able to retrieve reimbursement from the ordering party, the reporter should list the fee as an expense on his or her AO 40B form.

§ 530.63 Realtime Translation

For information on compensation for realtime translation, **see:** [Guide, Vol. 6, § 320.70.60 \(Compensation for Realtime Reporting Services\)](#).

§ 530.65 Transcripts in CJA Cases

Transcripts provided for parties proceeding under the CJA and to parties allowed to proceed in forma pauperis are to be paid from funds appropriated for those purposes. For complete information, **see:** [§ 550 \(Criminal Justice Act \(CJA\) and In Forma Pauperis Proceedings\)](#).

§ 530.70 Transcripts for Cases on Appeal

- (a) The appellant is responsible for ordering the transcript and paying the court reporter for the cost of the transcript. If the court of appeals requests that additional transcript pages be submitted, it is the responsibility of the parties to order and pay the court reporter or transcriber for such transcript. [Rule 10, Federal Rules of Appellate Procedure](#).
- (b) No additional fee is charged to the party if the copy from the clerk's records is forwarded as part of the record on appeal. [JCUS-SEP 1983](#), p. 51.

§ 530.70.60 Fees for Transcripts to Be Paid by Parties

- (a) Cases Covered
 - (1) Appeals to a Circuit from a District Court
 - (A) Transcripts for appealed cases must be delivered within 30 days from the date ordered or from the date satisfactory arrangements for payment have been made.
 - (B) If the customary practice of the court reporter is not to require prepayment, the 30-day period begins upon acceptance of the transcript order by the court reporter.
 - (2) Appeals from a Magistrate Judge to a District Judge

A transcript in a case on appeal from a magistrate judge to a district judge should be paid for in the same manner as an appeal from the district court to the court of appeals.

(b) Late Delivery of Transcripts

(1) Penalties

- (A) Each circuit council decides the due dates for the delivery of transcripts and the amount of penalties to be applied when such dates are not met. Therefore, reporters and transcribers may not charge the full fee if they do not produce an appellate transcript within the time limits required by the circuit councils.
- (B) Additionally, the district courts or circuit councils may impose other penalties, including requiring the reporter to compensate a courtroom substitute while the reporter prepares the overdue transcripts. **See:** [Guide, Vol. 6, § 410.20\(c\) \(Judge Appointed \(Involuntary\) Use of Substitute Reporter\)](#).

(2) Waiver by Clerk of the Court of Appeals

- (A) The clerk of the court of appeals should grant exceptions to the fee reductions sparingly. Only the clerk of the court of appeals may waive this requirement for good cause. Otherwise, the fee reduction must be given.
- (B) Approval of an extension by the court of appeals under [Fed. R. App. P. 11\(b\)](#) does not constitute a waiver of the fee reduction by the clerk of the court of appeals.
- (C) A waiver must be granted separate and apart from the request for an extension of time by the court reporter or transcriber.

(3) Monitoring by Supervisor

The court reporting supervisor must monitor fees and transcript delivery to determine the reporter's compliance with any required fee reduction.

(4) Overcharging

If overcharges occur by virtue of a late delivery, the reporter or transcriber must refund the overcharges to the ordering party.

See: [JCUS-MAR 1982](#), p. 10.

§ 530.75 Fees for Transcripts to Be Paid by the United States

(a) In Forma Pauperis

In appeal cases in forma pauperis in which the transcript is furnished at government expense, the Director of the AO is instructed to authorize payment for as many copies as are required to perfect the appeal by the rules of court. [JCUS-OCT 1946](#), p. 12.

(b) Applicable Cases

(1) Transcripts for appeals to a circuit from the district court may only be paid for under one of the following categories:

(A) Court reporters may be paid under the BOC 2532 general authorization for transcripts provided in civil proceedings to persons permitted to appeal in forma pauperis if the trial judge or circuit judge certifies that the:

- suit or appeal is not frivolous, and
- transcript is needed to decide the issue presented by suit or appeal.

(B) Court reporters may be paid under the CJA for transcripts for persons proceeding under the CJA, including transcripts for habeas corpus proceedings, and transcripts for proceedings brought under [28 U.S.C. § 2255](#).

See: [§ 550 \(Criminal Justice Act \(CJA\) and In Forma Pauperis Proceedings\)](#) and [BOC 2532](#).

(2) Appeals to a District Court from the Bankruptcy Court

(A) The Court Reporters Act, [28 U.S.C. § 753\(f\)](#), provides that the U.S. Government will pay for transcripts on appeal when the party requesting the transcript has been granted in forma pauperis status under [28 U.S.C. § 1915](#), and the trial judge

or a circuit judge has certified that the appeal is not frivolous but presents a substantial question.

- (B) This is the same determination that is made in the course of an appeal in a civil case before the district court.

(3) Special Master Proceedings

The United States may pay fees for transcripts of proceedings before a special master on behalf of an indigent who meets the requirements of [28 U.S.C. § 1915](#), if the order appointing the master provides for the preservation and filing of a record in any evidentiary hearing (**see:** [Rule 53\(b\)\(2\)\(C\) of the Rules of Civil Procedure](#)), and the proceedings of the special master are being reviewed by a district judge.

(4) Proceedings Before a Magistrate Judge

A transcript of oral hearings before a magistrate judge under [28 U.S.C. § 636\(b\)](#) on motions for summary judgment, with a report and recommendation to be provided to the judge, falls within the purview of [28 U.S.C. § 636\(b\)\(1\)\(B\)](#); therefore, the AO may pay the cost of preparing such a transcript when the transcript is required by the district court. **See:** [28 U.S.C. § 1915\(b\)\(2\)](#); and OGC Memorandum, Jan. 13, 1987.

(5) Transcripts That May Be Paid From Court's Non-Appropriated Fund

If a litigant has met the requirements to proceed in forma pauperis under [28 U.S.C. § 1915](#), in situations where appropriated funds are not authorized for transcript payment (such as a transcript for an in forma pauperis litigant who is not proceeding on appeal), and a transcript is deemed necessary, the court may authorize payment from the court's non-appropriated fund.

(6) Transcripts Provided under the Criminal Justice Act ([18 U.S.C. § 3006A](#), [28 U.S.C. § 2255](#), and *Habeas Corpus*)

- (A) [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#) is used by court reporters or transcribers to obtain payment for transcripts ordered under the CJA, except for transcripts ordered by the federal public or community defenders.
- (B) Transcripts required by federal public or community defenders should be ordered by means of a [Form AO 435](#)

[\(Transcript Order\)](#) or equivalent document. Court reporters should bill the federal public defender office via a completed Form AO 44. Once the AO 44 invoice is processed by the federal public defender office a Form SF 1034 is generated as part of the payment process.

- (C) Only transcripts ordered on a Form CJA 24 require prior judicial approval. Payments to court reporters are subject to audit by the Administrative Office. **See:** [§ 550 \(Criminal Justice Act and In Forma Pauperis Proceedings\)](#).
- (c) Accepting Invoices with Annotated Information in Lieu of [Form SF 1034 \(Public Voucher for Purchases and Services Other than Personal\)](#)

Typically, the SF 1034 is the document used to authorize payment of fees for transcripts paid by the United States. In the case of transcript billing/payment, an annotated invoice may be used in lieu of the SF 1034, but the invoice must provide specific information as described below.

- (1) A general authorization has been provided to each court for transcripts which are required by the court from contract reporters or provided to parties proceeding in forma pauperis on appeal in non-CJA cases, without prior approval of the AO regardless of the cost of the transcript order.
- (A) Funding information will be disseminated to each court at the beginning of every fiscal year in the Allotment Guidelines for General Authorizations.
- (B) The transcript rate, which must not exceed the maximum rates approved by the Judicial Conference, must be stated.
- (C) All payments must be made in compliance with the transcript payment regulations outlined in this chapter. The invoice used in lieu of [Form SF 1034](#) must include the:
- case number;
 - case name;
 - date of proceeding(s) transcribed; and
 - page rate.

(2) Court-Ordered Transcript

If the transcript is court ordered from a contract reporter, the invoice must state the name and title of the judicial official who ordered the transcript, in addition to the information required in § 530.75(c)(1).

(3) In Forma Pauperis

If the transcript is for a party proceeding in forma pauperis in civil cases on appeal, or for a party proceeding in forma pauperis in any civil or criminal case before a United States magistrate judge conducted under [28 U.S.C. § 636\(b\)](#) or [18 U.S.C. § 3401\(b\)](#), and is required by the district court, the following are required, in addition to the information identified in § 530.75(c)(1):

(A) Certified Copy of Court Order

The invoice (or [Form SF 1034](#)) must be supported by a certified order of the court authorizing the party to proceed in forma pauperis and to receive the transcript at the expense of the United States.

(B) Certification

- (i) In cases appealed to a court of appeals, there must be attached to the invoice (or [Form SF 1034](#)), a certification by the trial judge, or an appellate judge that “the appeal is not frivolous but presents a substantial question.” This is not required for matters on appeal to the district judge from a magistrate judge.
- (ii) In a direct appeal in a case in which counsel is assigned under the CJA, neither the CJA nor [28 U.S.C. § 753\(f\)](#) requires the signing of a pauper’s oath or certification by the Court that the appeal is not frivolous in order to obtain a transcript. **See:** [Guide, Vol. 7A, § 320.30.10\(b\)](#).

(C) Civil Actions on Appeal

In the instance of civil actions on appeal (other than habeas corpus or § 2255), the invoice (or alternative [Form SF 1034](#)) must include all items (A) and (B) above and:

- (i) Type of civil appeal (e.g., civil rights, prisoner’s petition, private party)
- (ii) Number of copies chargeable to the federal judiciary and the distribution of such copies

(D) Condemnation Hearings and Proceedings

In addition to § 530.75(c)(1) above, in the instances of condemnation hearings and proceedings required by [28 U.S.C. § 753](#), the invoice (or [Form SF 1034](#)) must be supported by:

- (i) a certified copy of the court order allowing the transcript and specifying the number of copies to be furnished, and
 - (ii) the number of copies chargeable to the federal judiciary and the distribution of such copies.
- (E) Transcripts from State Court Proceedings Ordered by a Judicial Officer

Transcript fees for state court proceedings which have been ordered by federal judicial officers can be paid by appropriated funds upon receipt of an invoice from the court reporter or transcriber with verification of the request by the court.

(d) Filing the Invoice or Form SF 1034

Staff court reporters may submit an invoice or the SF 1034 to receive payment. Contract court reporters must submit an invoice.

- (1) The original and first copy of the invoice or SF1034 must be submitted to the clerk of court or designated approving official.
- (2) The second copy should be retained in the court reporter's files.

(e) Payment

- (1) For information on payment of vouchers, **see:** [Guide, Vol. 13, § 420](#). Payments may not be made in advance of the rendering of services. **See:** [Guide, Vol. 13, § 430\(c\)](#).

(2) Payment Terms and Conditions for Contract Court Reporters

(A) Terms of Contract and Maximum Fee Rates

All fees are set by the terms of the [court reporter contract](#), subject to the [maximum fee rates](#) established by the Judicial Conference.

(B) Transcripts Ordered by the Court

- (i) The “Terms and Conditions” of the [court reporter contract](#) mandate that the court pay for an original transcript when ordered by the district or bankruptcy court and, with proper documentation, for a transcript ordered by a party proceeding in forma pauperis on appeal.
- (ii) Courts may not pay for a transcript ordered by and furnished to a party not proceeding in forma pauperis on appeal. **See:** [§ 510.25](#).

§ 530.85 Electronic Sound Recording Files

Upon request, the court may reproduce audio recordings of court proceedings on its own duplicating equipment or on commercial equipment and may sell copies of electronic sound recording files made as the official record to the public at the prevailing rate prescribed by the [District Court Miscellaneous Fee Schedule](#) or [Bankruptcy Court Miscellaneous Fee Schedule](#), as appropriate. **See:** [JCUS-MAR 2007](#), p.12.

§ 530.90 Certification of Transcript Rates

- (a) The reporter is required to certify on each invoice that the fee charged and the page format used conform to the regulations of the Judicial Conference. [JCUS-MAR 1982](#), p. 9.
- (b) [Form AO 44 \(Invoice\)](#), contains the following certification that the reporter must sign:

“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.”

§ 530.95 Overcharging for Transcripts

- (a) Judicial Conference Policy

Each court may be directed to take any necessary action including, but not limited to, dismissal of the court reporter or restitution of overcharges, whether they arise out of a violation of page rates, page format, or time limits for delivery. [JCUS-MAR 1982](#), p. 9.

- (b) Refunding

In the case of mistakes or failure to comply with the maximum rates established by the Judicial Conference and the district court, reporters or transcribers must refund over-billings to the ordering party.

(c) Sanction

- (1) Reporters who intentionally overcharge should be terminated.
- (2) Courts are advised to discontinue using transcription services which intentionally overcharge.

§ 540 Transcripts for Cases on Appeal

Cases appealed to the United States courts of appeals require the timely transmission of the record from the lower court. A transcript of the proceedings normally is a required part of the record to be transmitted to the court of appeals. **See:** [§ 530.70 \(Transcripts for Cases on Appeals\)](#).

§ 540.20 Federal Rules of Appellate Procedure

§ 540.20.10 [Rule 10, Federal Rules of Appellate Procedure \(The Record on Appeal\)](#)

Rule 10 provides guidance on the record on appeal, including:

- composition of the record on appeal;
- transcript of proceedings;
- statement of the evidence when the proceedings were not recorded or when a transcript is unavailable;
- agreed statement as the record on appeal; and
- correction or modification of the record.

§ 540.20.20 [Rule 11, Federal Rules of Appellate Procedure \(Forwarding the Record\)](#)

Rule 11 provides guidance on forwarding the record, including:

- appellant's duty;
- duties of reporter and district clerk;
- retaining the record temporarily in the district court for use in preparing the appeal;
- retaining the record by court order;
- retaining parts of the record in the district court by stipulation of the parties; and
- record for a preliminary motion in the court of appeals.

§ 540.40 Required Forms

Court reporters must complete and submit the designated transcript order form used by their court/circuit indicating acceptance of the order as may be required by the court of

appeals. Some courts are using the nationally supported Transcript Order form. **See:** [Form AO 435 \(Transcript Order\)](#).

§ 540.50 Full Transcript Not Required for Criminal Appeals

All counsel should be required to exhaust all efforts to perfect appeals without full trial transcripts, by use of such traditional devices as preparation of limited transcripts, and preparation of an agreed statement or other summary of the evidence. [JCUS-OCT 1971](#), pp. 61-62.

§ 550 Criminal Justice Act (CJA) and In Forma Pauperis Proceedings

Court reporters are to be paid for transcripts provided to parties proceeding under the CJA and to parties allowed to appeal in forma pauperis in civil cases from separate funds appropriated for those purposes at rates not to exceed those established by the Judicial Conference. [18 U.S.C. § 3006A\(d\)\(1\)](#), [28 U.S.C. § 753\(f\)](#), [28 U.S.C. § 1915\(c\)](#).

§ 550.40 Transcripts

In the absence of prior special authorization, trial transcripts should exclude:

- prosecution and defense opening statements,
- prosecution argument,
- defense argument,
- prosecution rebuttal,
- voir dire, and
- the jury instructions.

§ 550.40.10 Requisition for Payment by Panel Attorneys

See: [Guide, Vol. 7A, § 320.30.10 \(Authorization and Payment\)](#).

§ 550.40.20 Prohibition on Routine Apportionment of Accelerated Transcript Costs

See: [Guide, Vol. 7A, § 320.30.20 \(Accelerated Transcript Costs\)](#).

§ 550.40.30 Transcripts in Multi-Defendant Cases

- (a) 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.

- (1) CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies.
 - (2) Alternatively, one of the CJA counsel or the clerk of court should arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for each of the CJA defendants for whom a transcript has been approved.
 - (3) The cost of such duplication will be charged to the CJA appropriation.
 - (4) A court reporter could also furnish duplication services at the commercially competitive rate. [JCUS-SEP 1987](#), p. 95. **See:** [Guide, Vol. 7A, § 320.30.30 \(Commercial Duplication in Multi-Defendant Cases\)](#).
 - (5) The guidance in this section is applicable whether the copy is ordered by a panel attorney, federal public defender, community defender, or other individual allowed to order under the CJA.
- (b) Courts may want to obtain price quotations from copy services (at least three where feasible) to determine the commercially competitive rate for each court location.
- (1) The AO estimates that ten cents per page would be a maximum copy rate, with such rate often lower and rarely higher.
 - (2) Commercial rates should be monitored by the court on a periodic basis to ensure accuracy and compliance with the guideline.
- (c) This policy also applies where more than one transcript is ordered on behalf of a single party under the CJA. An example would be where a party under the CJA orders both an electronic media copy and a paper copy. In this example, the court reporter may charge the certified transcript rate (whether the transcript represents the original or a copy) for the electronic media transcript. The paper copy may be charged at the commercially competitive rate (estimated to be ten cents per page).

§ 550.50 Procedures for Payments

§ 550.50.20 Pro Se Defendants

Vouchers for transcripts ordered by CJA-eligible pro se defendants will be processed and paid from the current fiscal year of the date the payment is processed, without regard to the date ordered.

§ 550.50.30 [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#)**(a) Panel Attorneys**

Invoices for transcripts ordered by panel attorneys are paid from the current fiscal year of the date the payment is processed, without regard to the date ordered. Requests for payments must be supported on [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#), approved by a judicial officer.

(b) Purpose of Form

This form is used by court reporters or transcribers to obtain payment for transcripts ordered under the CJA by panel attorneys, a retained attorney whose client is unable to afford the cost of transcript service, a person who qualifies for representation under the CJA but who has chosen to proceed pro se, or an attorney from a legal organization (bar association, legal aid agency, or community defender organization not receiving a periodic sustaining grant under the CJA), but not for transcripts ordered by federal public or community defenders.

Note: Transcripts required by federal public or community defenders will be paid by means of a [Form AO 435 \(Transcript Order\)](#) or equivalent document. Court reporters should bill the federal public defender office via a completed Form AO 44. Once the AO 44 invoice is processed by the federal public defender office a Form SF 1034 is generated as part of the payment process. **See:** [§ 530.75\(b\)\(6\) \(Fees for Transcripts to Be Paid by the United States\)](#).

(c) Expenses Included in Payment for Transcript Produced

In addition to the transcript cost, the reporter is to be reimbursed for the following expenses for which receipts must be attached to the form.

- (1) Travel and subsistence of assistants who aid in the preparation of daily or hourly transcript, if authorized in advance by the district judge or magistrate judge.
- (2) Extraordinary delivery costs, such as courier services or express mail. (Regular postage is not to be claimed.)

§ 550.50.40 [Form SF 1034 \(Public Voucher for Purchases and Services Other than Personal\)](#)**(a) Purpose of Form**

Form SF 1034 can be used by court reporters to obtain payment of transcripts furnished to federal public defenders and persons proceeding in forma pauperis in civil cases on appeal, and for proceedings before a United States magistrate judge in any civil or criminal case if such transcript is required by the district court, in the case of proceedings conducted under [28 U.S.C. § 636\(b\)](#) or [18 U.S.C. § 3401\(b\)](#). Contract court reporters must submit an invoice.

(b) Federal Public Defenders

- (1) Transcripts are paid from the current fiscal year when the transcript is ordered and are vouchered on Form SF 1034 or equivalent, which is paid by the district court.
- (2) Judicial approval is not required.

Note: Form CJA 24 is no longer used for transcripts ordered by FPDOs.

(c) Community Defenders

- (1) Transcripts are paid directly by the Community Defender Offices from grant funds.
- (2) Judicial approval is not required; therefore, payment requests should not be submitted to the district court. **See:** [Guide, Vol. 7A, § 430.10 \(Payment for Transcripts\)](#).

§ 550.50.50 CJA Panel Attorney Payment System

The Criminal Justice Act Panel Attorney Payment System provides the process for payment of transcripts ordered under CJA, which are processed by the AO for payment by the Department of Treasury, not the district court's disbursing office.

§ 550.60 Depositions

Depositions for Criminal Justice Act attorneys are considered private reporting. **See:** [Guide, Vol. 6, § 430 \(Private Reporting Activities\)](#).

§ 560 Copyright Laws

- (a) Transcripts produced from records of proceedings in United States courts are not protected by copyright, whether the transcript was produced by a court employee, a contractor, or a transcriber. Transcripts are in the public domain, and they may be used, reproduced, and sold by attorneys, parties, and the general public without additional compensation to the

court reporter, contractor or transcriber. [17 U.S.C. § 101](#), [§ 105](#), and [§ 506\(c\)](#) and *Samet & Wells, Inc. v. Shalom Toy Co., Inc.*, 429 F. Supp. 895, 901-2 (E.D.N.Y. 1977), *affirmed*, 578 F.2d 1369 (2nd Cir.).

- (b) Transcripts provided to ordering parties via electronic media may not contain any protection or programming codes that would prevent copying or transferring the data. [JCUS-SEP 1991](#), p. 65 and [JCUS-SEP 2012](#), p. 26.
- (c) Paper transcripts may not be provided on paper that restricts the secondary photocopying of the transcript. Paper must meet the guidelines established in [§ 520.23](#) and [§ 520.66](#).

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT Direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
---	--

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4233 Revision No.: 19 Date Of Last Revision: 07/21/2021
-----------------------------	------------------------------------	--

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Pennsylvania

Area: Pennsylvania Counties of Delaware Philadelphia

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.54
01012 - Accounting Clerk II		19.70
01013 - Accounting Clerk III		22.03
01020 - Administrative Assistant		32.88
01035 - Court Reporter		26.32
01041 - Customer Service Representative I		15.39
01042 - Customer Service Representative II		16.79
01043 - Customer Service Representative III		18.86
01051 - Data Entry Operator I		16.23
01052 - Data Entry Operator II		17.71
01060 - Dispatcher Motor Vehicle		19.64
01070 - Document Preparation Clerk		17.38
01090 - Duplicating Machine Operator		17.38
01111 - General Clerk I		15.38
01112 - General Clerk II		16.78
01113 - General Clerk III		18.85
01120 - Housing Referral Assistant		24.11
01141 - Messenger Courier		14.37
01191 - Order Clerk I		15.61
01192 - Order Clerk II		17.03
01261 - Personnel Assistant (Employment) I		17.08
01262 - Personnel Assistant (Employment) II		19.12
01263 - Personnel Assistant (Employment) III		21.31
01270 - Production Control Clerk		25.02
01290 - Rental Clerk		16.83
01300 - Scheduler Maintenance		19.12
01311 - Secretary I		19.12
01312 - Secretary II		21.84
01313 - Secretary III		24.11

01320 - Service Order Dispatcher	17.55
01410 - Supply Technician	32.88
01420 - Survey Worker	18.11
01460 - Switchboard Operator/Receptionist	15.77
01531 - Travel Clerk I	17.17
01532 - Travel Clerk II	18.16
01533 - Travel Clerk III	19.39
01611 - Word Processor I	15.94
01612 - Word Processor II	17.89
01613 - Word Processor III	20.03
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.93
05010 - Automotive Electrician	22.03
05040 - Automotive Glass Installer	20.34
05070 - Automotive Worker	21.11
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	21.22
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.22
05310 - Painter Automotive	22.14
05340 - Radiator Repair Specialist	21.22
05370 - Tire Repairer	14.89
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.24
07041 - Cook I	17.11
07042 - Cook II	18.84
07070 - Dishwasher	11.41
07130 - Food Service Worker	11.88
07210 - Meat Cutter	21.72
07260 - Waiter/Waitress	11.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.52
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer Minor	21.21
09130 - Upholsterer	19.43
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.81
11060 - Elevator Operator	14.42
11090 - Gardener	20.11
11122 - Housekeeping Aide	14.42
11150 - Janitor	14.42
11210 - Laborer Grounds Maintenance	16.44
11240 - Maid or Houseman	13.48
11260 - Pruner	15.18
11270 - Tractor Operator	18.94
11330 - Trail Maintenance Worker	16.44
11360 - Window Cleaner	15.62
12000 - Health Occupations	
12010 - Ambulance Driver	19.23
12011 - Breath Alcohol Technician	25.00
12012 - Certified Occupational Therapist Assistant	29.44
12015 - Certified Physical Therapist Assistant	29.87
12020 - Dental Assistant	20.30
12025 - Dental Hygienist	40.58
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	19.23
12071 - Licensed Practical Nurse I	22.36
12072 - Licensed Practical Nurse II	25.00

12073 - Licensed Practical Nurse III	27.87
12100 - Medical Assistant	17.42
12130 - Medical Laboratory Technician	27.70
12160 - Medical Record Clerk	19.70
12190 - Medical Record Technician	23.51
12195 - Medical Transcriptionist	20.88
12210 - Nuclear Medicine Technologist	42.90
12221 - Nursing Assistant I	12.80
12222 - Nursing Assistant II	14.38
12223 - Nursing Assistant III	15.69
12224 - Nursing Assistant IV	17.62
12235 - Optical Dispenser	21.62
12236 - Optical Technician	18.26
12250 - Pharmacy Technician	16.15
12280 - Phlebotomist	18.63
12305 - Radiologic Technologist	33.08
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	32.76
12313 - Registered Nurse II Specialist	32.76
12314 - Registered Nurse III	39.32
12315 - Registered Nurse III Anesthetist	39.32
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	30.96
12320 - Substance Abuse Treatment Counselor	23.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	22.94
13042 - Illustrator II	30.61
13043 - Illustrator III	37.43
13047 - Librarian	31.00
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	27.98
13058 - Library Technician	20.33
13061 - Media Specialist I	19.99
13062 - Media Specialist II	22.37
13063 - Media Specialist III	24.93
13071 - Photographer I	19.31
13072 - Photographer II	21.62
13073 - Photographer III	26.78
13074 - Photographer IV	32.76
13075 - Photographer V	39.63
13090 - Technical Order Library Clerk	16.46
13110 - Video Teleconference Technician	23.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.35
14042 - Computer Operator II	22.77
14043 - Computer Operator III	25.37
14044 - Computer Operator IV	28.20
14045 - Computer Operator V	31.23
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	20.35
14160 - Personal Computer Support Technician	28.20
14170 - System Support Specialist	33.55
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.58
15020 - Aircrew Training Devices Instructor (Rated)	40.64

15030 - Air Crew Training Devices Instructor (Pilot)	48.70
15050 - Computer Based Training Specialist / Instructor	33.58
15060 - Educational Technologist	34.07
15070 - Flight Instructor (Pilot)	48.70
15080 - Graphic Artist	29.40
15085 - Maintenance Test Pilot Fixed Jet/Prop	48.70
15086 - Maintenance Test Pilot Rotary Wing	48.70
15088 - Non-Maintenance Test/Co-Pilot	48.70
15090 - Technical Instructor	27.19
15095 - Technical Instructor/Course Developer	33.25
15110 - Test Proctor	21.94
15120 - Tutor	21.94
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.13
16030 - Counter Attendant	13.13
16040 - Dry Cleaner	15.02
16070 - Finisher Flatwork Machine	13.13
16090 - Presser Hand	13.13
16110 - Presser Machine Drycleaning	13.13
16130 - Presser Machine Shirts	13.13
16160 - Presser Machine Wearing Apparel Laundry	13.13
16190 - Sewing Machine Operator	15.65
16220 - Tailor	16.48
16250 - Washer Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.94
19040 - Tool And Die Maker	30.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.77
21030 - Material Coordinator	25.02
21040 - Material Expediter	25.02
21050 - Material Handling Laborer	14.91
21071 - Order Filler	15.27
21080 - Production Line Worker (Food Processing)	20.77
21110 - Shipping Packer	16.83
21130 - Shipping/Receiving Clerk	16.83
21140 - Store Worker I	17.10
21150 - Stock Clerk	21.29
21210 - Tools And Parts Attendant	20.77
21410 - Warehouse Specialist	20.77
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.35
23019 - Aircraft Logs and Records Technician	32.54
23021 - Aircraft Mechanic I	36.87
23022 - Aircraft Mechanic II	38.35
23023 - Aircraft Mechanic III	39.71
23040 - Aircraft Mechanic Helper	29.08
23050 - Aircraft Painter	35.51
23060 - Aircraft Servicer	32.54
23070 - Aircraft Survival Flight Equipment Technician	35.51
23080 - Aircraft Worker	34.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.87
23110 - Appliance Mechanic	22.18
23120 - Bicycle Repairer	17.74
23125 - Cable Splicer	41.54
23130 - Carpenter Maintenance	28.93
23140 - Carpet Layer	27.91
23160 - Electrician Maintenance	34.30
23181 - Electronics Technician Maintenance I	28.22
23182 - Electronics Technician Maintenance II	29.46
23183 - Electronics Technician Maintenance III	30.59
23260 - Fabric Worker	27.57

23290 - Fire Alarm System Mechanic	25.95
23310 - Fire Extinguisher Repairer	24.88
23311 - Fuel Distribution System Mechanic	29.96
23312 - Fuel Distribution System Operator	25.62
23370 - General Maintenance Worker	21.92
23380 - Ground Support Equipment Mechanic	36.87
23381 - Ground Support Equipment Servicer	32.54
23382 - Ground Support Equipment Worker	34.01
23391 - Gunsmith I	24.88
23392 - Gunsmith II	27.40
23393 - Gunsmith III	29.70
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.06
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	29.19
23430 - Heavy Equipment Mechanic	28.20
23440 - Heavy Equipment Operator	30.61
23460 - Instrument Mechanic	33.77
23465 - Laboratory/Shelter Mechanic	28.60
23470 - Laborer	15.83
23510 - Locksmith	32.33
23530 - Machinery Maintenance Mechanic	29.09
23550 - Machinist Maintenance	27.78
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	33.77
23592 - Metrology Technician II	35.09
23593 - Metrology Technician III	36.20
23640 - Millwright	29.50
23710 - Office Appliance Repairer	23.06
23760 - Painter Maintenance	24.82
23790 - Pipefitter Maintenance	31.52
23810 - Plumber Maintenance	30.44
23820 - Pneudraulic Systems Mechanic	29.70
23850 - Rigger	28.78
23870 - Scale Mechanic	27.40
23890 - Sheet-Metal Worker Maintenance	32.29
23910 - Small Engine Mechanic	21.81
23931 - Telecommunications Mechanic I	28.70
23932 - Telecommunications Mechanic II	29.85
23950 - Telephone Lineman	40.40
23960 - Welder Combination Maintenance	24.14
23965 - Well Driller	29.52
23970 - Woodcraft Worker	29.70
23980 - Woodworker	24.88
24000 - Personal Needs Occupations	
24550 - Case Manager	17.66
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	12.72
24620 - Family Readiness And Support Services Coordinator	17.66
24630 - Homemaker	17.66
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.28
25040 - Sewage Plant Operator	28.06
25070 - Stationary Engineer	31.28
25190 - Ventilation Equipment Tender	24.67
25210 - Water Treatment Plant Operator	28.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.09
27007 - Baggage Inspector	15.06
27008 - Corrections Officer	24.59
27010 - Court Security Officer	29.54
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	24.59

27070 - Firefighter	34.48
27101 - Guard I	15.06
27102 - Guard II	18.81
27131 - Police Officer I	32.97
27132 - Police Officer II	36.64
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.11
28042 - Carnival Equipment Repairer	13.93
28043 - Carnival Worker	10.55
28210 - Gate Attendant/Gate Tender	17.99
28310 - Lifeguard	12.78
28350 - Park Attendant (Aide)	20.13
28510 - Recreation Aide/Health Facility Attendant	14.69
28515 - Recreation Specialist	24.93
28630 - Sports Official	16.03
28690 - Swimming Pool Operator	17.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.59
29020 - Hatch Tender	28.59
29030 - Line Handler	28.59
29041 - Stevedore I	27.35
29042 - Stevedore II	29.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.80
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.20
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.25
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	26.93
30051 - Cryogenic Technician I	28.62
30052 - Cryogenic Technician II	31.61
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	31.21
30081 - Engineering Technician I	18.23
30082 - Engineering Technician II	20.47
30083 - Engineering Technician III	23.23
30084 - Engineering Technician IV	28.83
30085 - Engineering Technician V	35.18
30086 - Engineering Technician VI	42.58
30090 - Environmental Technician	26.00
30095 - Evidence Control Specialist	25.84
30210 - Laboratory Technician	28.46
30221 - Latent Fingerprint Technician I	27.28
30222 - Latent Fingerprint Technician II	30.14
30240 - Mathematical Technician	31.00
30361 - Paralegal/Legal Assistant I	21.69
30362 - Paralegal/Legal Assistant II	26.86
30363 - Paralegal/Legal Assistant III	32.86
30364 - Paralegal/Legal Assistant IV	39.75
30375 - Petroleum Supply Specialist	31.61
30390 - Photo-Optics Technician	28.18
30395 - Radiation Control Technician	31.61
30461 - Technical Writer I	27.52
30462 - Technical Writer II	33.68
30463 - Technical Writer III	40.74
30491 - Unexploded Ordnance (UXO) Technician I	27.83
30492 - Unexploded Ordnance (UXO) Technician II	33.67
30493 - Unexploded Ordnance (UXO) Technician III	40.36
30494 - Unexploded (UXO) Safety Escort	27.83
30495 - Unexploded (UXO) Sweep Personnel	27.83
30501 - Weather Forecaster I	30.11

30502 - Weather Forecaster II	34.82
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.36
30621 - Weather Observer Senior	(see 2) 28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.67
31020 - Bus Aide	17.23
31030 - Bus Driver	22.21
31043 - Driver Courier	18.13
31260 - Parking and Lot Attendant	12.24
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	15.48
31361 - Truckdriver Light	19.00
31362 - Truckdriver Medium	19.78
31363 - Truckdriver Heavy	24.36
31364 - Truckdriver Tractor-Trailer	24.36
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.42
99030 - Cashier	11.80
99050 - Desk Clerk	13.24
99095 - Embalmer	34.20
99130 - Flight Follower	27.83
99251 - Laboratory Animal Caretaker I	14.49
99252 - Laboratory Animal Caretaker II	15.39
99260 - Marketing Analyst	35.04
99310 - Mortician	34.20
99410 - Pest Controller	19.05
99510 - Photofinishing Worker	15.41
99710 - Recycling Laborer	22.00
99711 - Recycling Specialist	25.27
99730 - Refuse Collector	20.31
99810 - Sales Clerk	12.57
99820 - School Crossing Guard	14.17
99830 - Survey Party Chief	27.04
99831 - Surveying Aide	16.04
99832 - Surveying Technician	23.70
99840 - Vending Machine Attendant	16.40
99841 - Vending Machine Repairer	19.18
99842 - Vending Machine Repairer Helper	16.40

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 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. (See 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

Attachments J.8

OFFEROR'S REFERENCE INFORMATION

Complete one form per reference. Minimum of 3 current references required.

Name of Offeror _____

The Offeror shall provide the following information concerning past performance of prime court reporting similar in nature to those required in this solicitation.

1) Name of Reference: _____
(Firm, company, Court or individual)

Name of Contact: _____

Address: _____

Telephone No.: _____

2) Contract# (if applicable) & period of performance _____

3) Description of work:

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

K.1 Provision 3-130, Authorized Negotiators - (Jan 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____

Titles: _____

Telephone: _____

Fax: _____

Email: _____

K.2 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.

K.3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 2019)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under [11 U.S.C. § 362](#) (the Bankruptcy Code).

- (ii) The offeror ____ has ____ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

- 2. "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Solicitation Provisions Incorporated by Reference (SEP 2010)

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

NUMBER	TITLE	DATE
3-100	Instructions to Offerors	APR 2013

L.2 Content of Proposals

- (a) The Statement of Work (SOW) and Schedule describe the required services, deliverables, and period of performance.
- (b) Offerors Shall Not Change Pre-printed Information. Any alteration, substitution, or addition to pre-printed information, and/or failure to include all the required information, will be sufficient cause for rejection of offeror's proposal in its entirety. Facsimile offers are not permitted, however, faxed modifications to, or withdrawal of offers are permitted. All proposals must contain the following:
 - (1) Signed cover letter on offeror's letterhead listing all offeror's enclosed documentation, and referencing the solicitation;
 - (2) Completed and signed Section A (SF 33).
 - (3) Completed Section B.
 - (i) Offerors must make an offer for each and every item in the Schedule Section B.1. Offers for items in the Schedule Section B.1.2 cannot exceed the maximum rates as established by the Judicial Conference or authorized by the Court (Items 201 through 205), listed in Attachment J.3. However, each offeror is still required to provide pricing for these items.

- (4) The offeror shall provide the names of three current (within 3 years) references who can address the past performance of the offeror, including the name, address, and telephone number of each reference. This information should be provided on the Offerors References Information form, Attachment J.8. The Government reserves the right to contact references as part of its responsibility determination.
- (5) Responsibility of Prospective Vendors
Offerors will be considered only from responsible prospective vendors who–
 - (i) Have financial resources adequate to perform the contract;
 - (ii) Be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
 - (iii) Have a good performance record;
 - (iv) Have a sound record of integrity and business ethics;
 - (v) Have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
 - (vi) Have the necessary organization, experience, accounting, and operational controls, technical skills, and production and property controls or the demonstrated ability to obtain them;
 - (vii) Have necessary equipment and facilities, or the demonstrated ability to obtain them;
 - (viii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (6) Copy of Solicitation Sections A through K with Sections A, B and K completed by offeror.

L.3 Contract

Any contract resulting from this solicitation will include Solicitation Sections A through K, and any attachments referenced thereunder.

SECTION M - EVALUATION CRITERIA

M.1 Solicitation Provisions Incorporated by Reference (SEP 2010)

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

NUMBER	TITLE	DATE
3-70	Determination of Responsibility	JAN 2003
2-85A	Evaluation Inclusive of Options	JAN 2003

M.2 Evaluation of Proposals

- (a) To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Section L of this solicitation document.
- (b) An offeror shall be determined to be Technically Acceptable if they meet all the mandatory requirements found in Section C.6.a of the Request for Proposal. All proposals shall be evaluated to ensure that all requirements set forth in Section C.6.a of the RFP have been met. The Government will review rates proposed in B.1 to ensure that rates proposed are not greater than those approved by the District or the Judicial Conference (see C.6.a and J.3). Proposals that do not meet all of these requirements will receive no further consideration and the offeror will be so advised.

Mandatory Technical Requirements

- 1. Transcript Rates Proposed not Greater than Judicial Conference Rates or Court Authorized Rates, per Sections C. 6. A and J.3. **Pass Fail**

M.3 Basis for Award

The Government intends to award multiple contracts to the responsible offeror(s) who submits the lowest price, technically acceptable offer to the Government.

