

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER See Lines	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER PAEDCLERK22-0001	6. SOLICITATION ISSUE DATE 10/25/2021
7. FOR INFORMATION CALL:	a. NAME PETE O'DRISCOLL		b. TELEPHONE NUMBER (No collect calls) 267-299-7100	8. OFFER DUE DATE / LOCAL TIME 11/30/2021 17:00:00

9. ISSUED BY U.S. DISTRICT COURT 2225 U.S. COURTHOUSE 601 MARKET STREET PHILADELPHIA, PA 19106	CODE	PAE_DC	10.	NOT USED
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13.	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP
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15. DELIVER TO U.S. DISTRICT COURT 2225 U.S. COURTHOUSE 601 MARKET STREET PHILADELPHIA, PA 19106	CODE	PAE_DC	16. ADMINISTERED BY (if other than Block 9)	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. DISTRICT COURT 2225 U.S. COURTHOUSE 601 MARKET STREET PHILADELPHIA, PA 19106	CODE	PAE_DC
Telephone No.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27. Applicable terms and conditions are as stated in the continuation pages.

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	AS NEEDED CONTRACT COURT REPORTER SERVICES	1	Each		

Extended Description: Vendor Signature

Period of Performance: 10/01/2021 - 09/30/2022

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	AS NEEDED TRANSCRIPTION SERVICES	1	Service		

Extended Description: Vendor Signature

Period of Performance: 10/01/2021 - 09/30/2022

Descriptions/Specifications/Statement of Work

CR-1 STATEMENT OF WORK - COURT REPORTING SERVICES BPA AUG 2017

The contractor shall provide all labor, supplies and equipment necessary to provide court reporting services and transcripts of proceedings (including realtime reporting, if applicable) in accordance with 28 U.S.C. § 753, the policies of the Judicial Conference of the United States, and the terms of this blanket purchase agreement (BPA). The contractor shall be responsible for obtaining all necessary licenses, permits and fees, and conformance with all laws, regulations, and ordinances applicable to performance under this BPA.

1. General

A. General Requirements. The contractor performing work under this BPA shall:

- 1) Attend and record verbatim court proceedings on the dates and at the locations specified in individual orders/calls issued by the United States District Court of the Eastern District of Pennsylvania, located at the following location(s): 601 Market Street, Philadelphia, Pennsylvania 19106; 504 W. Hamilton Street, Allentown, PA 18101; 201 Penn Street, Reading, PA 19601; 101 Larry Holmes Drive, Easton, PA 18042-7722
- 2) Incorporate into the record everything spoken by any individual during a proceeding. The contractor shall never consider anything any person says to be “off the record” unless the presiding judicial officer expressly designates a portion of the proceeding as such. The contractor shall preserve the integrity of the record at all times that the record is in his/her possession.
- 3) Promptly produce transcripts of court proceedings when requested by a judge or by any party who has agreed to pay the fees, following the format, delivery time and method, and fee requirements stated in the transcript order.
- 4) For each transcript ordered, deliver one (1) certified copy of the transcript to the clerk of court

for the records of the court, in the medium prescribed by the clerk (paper or electronic) without additional charge.

5) When requested by a party to redact personal information from a transcript, as permitted by Volume 10, Chapter 3, § 330, Guide to Judiciary Policy, (The JCUS privacy policy including transcript redaction rules are available at <http://www.uscourts.gov/rules-policies/judiciary-policies/privacy-policy-electronic-case-files>), the contractor shall make such redactions and deliver a certified redacted transcript to the clerk of court. Delivery of a redacted transcript to the clerk of court shall be in addition to, rather than in lieu of, delivery of the original unredacted transcript.

6) During the 90 calendar days following delivery of the original transcript to the clerk of court, promptly notify the clerk of court of any party who has purchased the transcript of a proceeding to ensure the court provides the party with electronic access to the record in the court's Case Management/Electronic Case Filing (CM/ECF) system prior to public posting of the transcript.

7) Comply with all filing and reporting requirements of this BPA.

B. Title to Records/Copyright of Transcripts.

1) Title to the records of any proceeding that the contractor reports shall vest in the Court at the time of creation of the records. Such title includes title to the medium in which the contractor records the proceedings, except that if electronic sound recordings are made by the contractor for back-up purposes, they shall remain the property of the contractor, but the contractor shall make such sound recordings available to the Court upon request of the Contracting Officer if it is determined the principal record of the proceedings are defective.

2) 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.

3) The court will make the contractor's original notes or other original records, as well as the transcript (original or redacted), available for inspection by any person without charge in the office of the clerk during regular office hours.

2. Transcripts

A. Transcription/Certification. The contractor shall transcribe and certify such parts of the record of proceedings as may be required by any rule or order of the court. The contractor shall transcribe and certify, without charging a transcript fee, all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless those proceedings have been recorded by electronic sound recording and the original recordings have been certified by the reporter and filed with the clerk. The contractor shall also transcribe any proceeding ordered by a judge of the Court, or which is ordered by a party or a member of the public who has agreed to pay the appropriate fee for the transcription.

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

C. Transcript Format. The contractor shall comply with the Judicial Conference transcript format standards

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

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

1) Required

a) Ordinary transcript – must be delivered to ordering party within thirty (30) calendar days after receipt of an order.

b) The court’s certified copy (without charge) - not later than three (3) working days after original delivery to the ordering party. The contractor shall ensure physical receipt of the transcript by the clerk or his/her designee.

c) Redacted transcripts – an ordering party has the right to request a redactions within 21 days after original delivery of transcript to the clerk of court, and the contractor must deliver the requested redaction to the clerk of court not later than 31 days after original delivery of the unredacted transcript to the clerk of court, or longer if the court so orders, in the medium prescribed by the clerk.

2) The contractor shall, whenever possible, provide 14-day, expedited, daily, hourly, or realtime service at the request of the parties. All such orders, if accepted, are subject to the ordering party making satisfactory financial arrangements for payment. The delivery requirements for each accepted order of such transcripts is as follows:

a) 14-Day - Within fourteen (14) calendar days after receipt of an order.

b) Expedited - Within seven (7) calendar days after receipt of an order.

c) Three-Day – within three (3) calendar days after receipt of an order.

d) Daily - Following adjournment and prior to the normal opening hour of the Court on the following morning, whether or not it actually is a Court day.

e) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.

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

E. Transcript Orders for Matters on Appeal

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

1) Acknowledge receipt of the order in the appropriate space on the face of the order.

2) Enter the date the transcript will be completed. If the transcript cannot be completed within 30 days of receipt of the order, the contractor shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified.

3) Notify the clerk of the district court of receipt of the order, and shall, as directed by the clerk of

the district court, either submit the requested transcript to the clerk of the district court for forwarding to the clerk of the court of appeals, or directly to the clerk of the court of appeals.

F. Redaction of Transcripts

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

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

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

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

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

“I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on [Insert Date], and incorporating redactions of personal identifiers requested by the following attorney(s) of record [Insert Name of Requesting Attorney(s)] in accordance with Judicial Conference policy. Redacted characters appear as an “x” (or a black box) in the transcript.”

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

G. Transcript Fees

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

appellate courts.

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

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

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

5) Ordinary postage costs are considered an ordinary business expense, and therefore may not be charged. If a party requests expedited delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.

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

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

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

H. Delinquent Transcripts – Reduction of Fees

1) Delivery of a transcript between 31 and 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 90 percent of the prescribed fee.

2) Transcripts delivered more than 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 80 percent of the prescribed fee.

3) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the contractor stating that the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

3. Filing and Reporting Requirements

A. Filing

The contractor must certify and file promptly with the clerk of court all original shorthand notes and other original records of proceedings recorded by the contractor. The contractor 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 from District Court for the Eastern District of

Pennsylvania before [Insert Name of Judicial Officer] on [Insert Date] by [Signature of Court Reporter] .”

B. Notes and records

- 1) If a transcript is ordered, the contractor shall deliver the original shorthand notes or records to the Clerk of Court within 90 days after the transcript is delivered to the ordering party/parties.
- 2) If no transcript is ordered, the contractor shall deliver the original shorthand notes and other original records to the Clerk of Court within 90 days after the proceeding.
- 3) The contractor shall also file with the Clerk of Court a certified transcript or an electronic sound recording of all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases, and shall do so within 30 days of the close of the proceeding.
- 4) If a transcript is ordered after the original shorthand notes have been filed with the clerk of court, the contracting officer will make the notes available to the reporter for transcription. The contractor shall return the original shorthand notes to the clerk of court within 90 days after the transcript is delivered to the ordering party/parties.
- 5) The contractor shall provide transcripts ordered by a party or the Court, even when ordered after the expiration of BPA ordering period (but not later than 5 years after the date of the original proceeding), at the prices authorized in the Pricing Schedule. Requirements for the filing of a certified copy of the transcript with the clerk of court, and for the filing of redacted transcripts with the clerk of court, apply equally to transcripts ordered before or after the conclusion of a proceeding.

C. Report of Transcript Orders Received

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

4. Required Qualifications for Reporters

A. Stenotype Court Reporters. The following minimum requirements apply to stenotype court reporters providing services under this BPA: *[contracting officer to select ONE of the standards for minimum qualifications below (and fill in blanks as necessary) for stenotype court reporters]*

X 1) The following minimum requirements apply to stenotype reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least four years of prime court reporting experience; and

Each reporter shall have qualified by testing for listing on the registry of professional reporters of the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to record 180 words per minute for literary matter, 200 words per minute for jury charge, and 225 words per minute for testimony and transcribe those sessions at 95% accuracy within 3.5 hours; and

The contractor shall provide evidence of NCRA or equivalent certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

OR

X 2) The following minimum requirements apply to stenotype reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least 4 years of prime court reporting experience; and

Each reporter shall demonstrate through independent testing the ability to provide court reporting services at the following minimum levels of proficiency:

- minutes of jury charge at 200 WPM
- minutes testimony/Q&A at 225 WPM
- minutes literary matter at 180 WPM
- hours to transcribe with 95% accuracy; and

Each reporter shall possess a certificate from a Governmental or private organization which evinces their proficiency at the required levels. Test results for each category must be provided along with detailed test performance criteria. The sufficiency of any certificate(s) provided shall be at the sole discretion of the CO.

OR

X 3) The following minimum requirement applies to stenotype reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least 4 years of prime court reporting experience.

B. Realtime Stenotype Services. Minimum Requirements for realtime stenotype services. *NOTE – This section for District Court use only. No contracted realtime services shall be required under BPAs with Bankruptcy Courts. Contracting Officer to indicate below whether realtime stenotype services will be required under this BPA*

Realtime stenotype services X will will not be required under this BPA.

The following minimum requirements apply to stenotype realtime court reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least 4 years of prime court reporting experience; and

Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria; minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of stenotype input for five minutes of professionally audio-recorded dictation at variable speeds ranging from 180 - 200 words per minutes at 96% accuracy; and,

The contractor shall provide evidence of NCRA or equivalent realtime certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

C. Stenomask Reporters. Minimum Requirements for Stenomask Reporters

The following minimum requirements apply to stenomask court reporters providing services under this BPA:
[contracting officer to select ONE of the standards below (and fill in blanks as necessary) for stenomask court reporters]

1) The following minimum requirements apply to stenomask reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least four years of prime court reporting experience; and

Each reporter shall have successfully completed the test for the Certificate of Proficiency offered by the National Verbatim Reporters Association (NVRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Verbatim Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent examination shall include the ability to record and dictate quietly one-voice literary dictation at 180 words per minute, one-voice jury charge at 200 words per minute, and two-voice question and answer at 225 words per minute at 95% accuracy; and

The contractor shall provide evidence of NVRA or equivalent certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

OR

2) The following minimum requirements apply to stenomask reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least [Enter # Years] years of prime court reporting experience; and

Each reporter shall evince by independent testing the ability to provide court reporting services at the following minimum levels of proficiency:

- [Enter # Mins] minutes of jury charge at [Enter WPM] WPM
- [Enter # Mins] minutes testimony/Q&A at [Enter WPM] WPM
- [Enter # Mins] minutes literary matter at [Enter WPM] WPM
- [Enter # Mins] hours to transcribe with [Enter %]% accuracy; and

Each reporter shall possess a certificate from a Governmental or private organization which evinces their proficiency at the required levels. Test results for each category must be provided along with detailed test performance criteria. The sufficiency of any certificate(s) provided shall be at the sole discretion of the CO.

OR

3) The following minimum requirements apply to stenomask reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least [Enter # Years] years of prime court reporting experience.

D. Realtime Stenomask Services. Minimum Requirements for realtime stenomask services.

NOTE – This section for District Court use only. No contracted realtime services shall be required under BPAs with Bankruptcy Courts. Contracting Officer to indicate below whether realtime stenomask services will be re-

quired under this BPA]

Realtime stenotype services will not be required under this BPA.

The following minimum requirements apply to stenotype realtime court reporters providing services under this BPA:

Each reporter shall possess as a minimum qualification at least [Enter # Years] years of prime real-time court reporting experience; and

Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Verbatim Reporters Association (NVRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Verbatim Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of court testimony input for five minutes of professionally audio-recorded dictation at variable speeds ranging from 180-200 words per minute; and,

The contractor shall provide evidence of NVRA or equivalent certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

5. Travel

If the contractor accepts an assignment for reporting services for a proceeding which will take place in a location more than 50 miles from the location(s) stated in paragraph 1.A.1) above, the contractor shall be paid for reporting services in accordance with the pricing schedule for time spent on the reporting assignment, including for each day or part thereof spent travelling to or from the assignment. In addition to the reporting fees, the contractor shall receive reimbursement in accordance with the travel regulations contained in Volume 19 of the *Guide to Judiciary Policy*, and as applicable to employees of the Judicial Branch generally, the actual expenses of transportation of the contractor and a per diem allowance the same as that applicable to an employee of the Judicial Branch in travel status. All contractor vouchers for travel and subsistence reimbursement shall be itemized by type and amount of each item of expense, in accordance with the judiciary travel regulations.

6. Requirements for Packaging and Marking

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

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

7. Invoices

A. Invoicing the parties. The Contractor shall submit invoices for transcripts ordered by private parties directly to the ordering party and may require payment in full before releasing the transcript. A copy of the invoice shall also be provided to the Contracting Officer.

B. Invoicing the Court.

1) Appearance Fees. The contractor shall prepare and submit invoices for appearance fees to the

court's designated invoicing address within 45 days after completion of the reporting services. Each invoice for appearance fees shall contain the following information:

- a) order order/call number;
- b) name of the Presiding Official;
- c) number of actual hours of reporting services;
- d) authorized applicable rate(s) under the Pricing Schedule;
- e) extended totals;
- f) number of any overtime hours, by day, hourly rate, and extended totals (if applicable);
- g) transportation and subsistence expenses for reporting services under paragraph 5 if authorized for the specific proceeding (receipts must be provided with the invoice); and
- h) any credits or other deductions (if applicable).

2) Transcripts. Transcript fees do not apply to transcripts delivered for the records of the court in accordance with Paragraph 1.A.4) above. Additional transcripts ordered by a judge or the court may be invoiced at the stated fees. Invoices shall be submitted to the contracting officer or his/her designee within 45 days after delivery of the transcript. Each invoice for transcripts shall contain the following information:

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

C. In the event the contractor fails to include any credit or other deduction on an invoice, the Court may compute the credit and effect a setoff, reducing the payment accordingly.

8. Computation of Appearance or Cancellation Fees

A. The half-day rate applies when the contractor/reporter is present at the designated assignment location for 4 hours or less.

B. The full-day rate applies when the contractor is present at the designated assignment location longer than 4, but not more than 9, hours. The full day rate also applies when the contractor has been instructed to be present at the designated assignment location during both the morning session and the afternoon session regardless of the actual number of reporting hours. For example, if the reporter is required to be present at the designated assignment location from 11:00 a.m until 2:00 p.m., the full-day rate will apply.

C. Overtime rates apply for each hour after nine (9) hours required to be worked by a reporter during an assignment day.

D. The court reserves the right to cancel any order, without penalty or charge, provided the contractor is notified prior to 4:30pm of the workday immediately before the day of the proceeding. Telephonic notification shall be confirmed by written follow-up (e-mail, fax, etc.). In the event a proceeding is cancelled after 4:30pm of the prior day, and the reporter arrives as previously ordered, the contractor shall be paid a cancellation fee equal to the stated half-day rate.

9. Failure of Qualified Reporter to Appear

A. If the contractor fails to appear at the time and place specified for the proceeding, or if the contractor provides a reporter who does not satisfy the qualification requirements of this BPA, the Court may:

1) Procure the services of a substitute, and the contractor shall be responsible for all costs in excess of the reporting services costs the Court would have incurred if the contractor had performed the work in accordance with this BPA. The contracting officer shall deduct such excess costs from any sums payable or which become payable to the contractor.

2) Delay the proceeding until the contractor arrives. If the full day rate applies, and the contractor arrives at the proceeding thirty (30) or more minutes late, the reporting fee for that day shall be reduced by one-twelfth (1/12) of the daily rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof. If the half day rate applies, and the contractor arrives at the proceeding thirty (30) or more minutes late, the reporting fee for that half day shall be reduced by one-sixth (1/6) of the half-day rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof.

B. The rights and remedies of the Court under this paragraph are not exclusive and are in addition to any other rights and remedies which this BPA or the law provides.

C. If the contractor reports for an assignment but does not complete the assignment due to illness, personal reasons, or any other reason, the rate paid will be determined by the amount of time the contractor actually performed services

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

2. Individuals Authorized to Place Calls/Orders and Dollar Limitations. The individuals authorized to place calls/orders under this Agreement are as follows:

Mike Finney, Court Service Manager; Sharon Hall-Moore, Court Services Supervisor; A'iShah El-Shabazz, Court Services Supervisor

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

4. Handling Classified Materials. In the event that the proceeding requires reporting or handling of classified information or materials, the following applies:

A. The Government and Contractor agree that neither expects the performance under calls under this BPA to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, 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 original notes and transcript orders.

B. The Contracting Officer will advise the Contractor whenever the Government places a BPA call that will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide such reporting services, in which case such services shall be deemed outside the scope of the BPA call.

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 safeguard, and otherwise act with respect to all classified information and material, in accordance with applicable law and instructions from 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 the BPA call.

E. Notwithstanding any other provision of this BPA, the Contractor may deliver a transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such a transcript to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this purchase order, 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 and/or the Clerk of Court.

5. Service Contract Act Wage Determination. If the contractor anticipates using five or more employees to provide services under this procurement over the term of the BPA, then the labor rates stated in the attached Department of Labor wage rate determination apply.

6. Reporters Authorized to Provide Services Under BPA. Only the reporters named in the list attached to this BPA are authorized to provide services under this BPA. Any additions or substitutions to the list shall be subject to the approval of the Contracting Officer.

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

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

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

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

Representations, Certifications and Other Statements of Offerors or Respondents

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

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

(a) Definitions.

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

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

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

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

- TIN has been applied for.
- TIN is not required, because:
 - Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other _____.

(f) *Contractor representations.*

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

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

Lanka, Bhutan, the Maldives Islands, or Nepal)
 [] Individual/concern, other than one of the preceding.

Instructions to Offerors or Respondents

CR-6

BPA PRICING SCHEDULE

SEP 2017

Pricing applicable to work performed during each twelve-month contract period shall be as shown below.

Pricing		
Appearance Fees	Unit	Unit Price
Daily Rate	Each	\$
Half-Day Rate	Each	\$
Overtime Rate	Hour	\$
Transcripts **		
Ordinary Transcript	Page	\$
14-Day Transcript	Page	\$
Expedited Transcript	Page	\$
3-Day Transcript	Page	\$
Daily Transcript	Page	\$
Hourly Transcript	Page	\$
Realtime Transcript	Page	\$

****Transcripts** – if no prices entered, the maximum transcript rates of the Court will apply. These rates may be found at <http://www.uscourts.gov/services-forms/federal-court-reporting-program>.

CR-7

REPORTER'S BIOGRAPHICAL INFORMATION SHEET

SEP 2017

(COMPLETE ONE PER REPORTER)

SOLICITATION NUMBER:	DATE:
COMPANY NAME:	
REPORTER'S NAME: <i>(reporter must sign at bottom of page)</i>	
For NCRA/NVRA Certificate, provide Title, Registration Number & Date Received:	
For Other Certification provide name of grantor and city, state, for which conferred: <i>(copy of certificate must be attached)</i>	
EXPERIENCE: Begin with most recent experience. List all positions related to performance of court reporting duties. Include all experience in a courtroom setting. Experience in a courtroom setting and dates of that service must be clearly identified. Include average number of hours worked per week for each position. Attach additional sheets as needed.	
Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	
Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	

Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	
Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	
By signing below, I certify that the above information is complete and correct, and that I intend to provide services for the above firm under any contract resulting from this solicitation:	
Reporter Signature _____	Date _____

CR-8

COURT REPORTER REFERENCE INFORMATION

SEP 2017

The Offeror shall provide a minimum of three (3) references for which the offeror performed services similar to those required in this solicitation during the three (3) year period preceding the issue date of this solicitation. If offeror is a firm rather than a individual court reporter, a minimum of three (3) references must be provided for each individual court reporter proposed to provide services under the BPA.

Name of Offeror:	
1. Name of Reference (<i>Firm, Company, Court or Individual</i>):	
2. Name, e-mail address, and telephone # of Contact with information about past performance by the Offeror:	
3. Contract # (<i>if applicable</i>):	
4. Period during which work performed: From _____ to _____	
5. Was work performed in a courtroom setting? Yes No	
If no, where was work performed?	
6. Description of work:	

Name of Offeror:	
1. Name of Reference (<i>Firm, Company, Court or Individual</i>):	
2. Name, e-mail address, and telephone # of Contact with information about past performance by the Offeror:	

3. Contract # (if applicable):
4. Period during which work performed: From _____ to _____
5. Was work performed in a courtroom setting? Yes No If no, where was work performed?
6. Description of work:

Name of Offeror:
1. Name of Reference (Firm, Company, Court or Individual):
2. Name, e-mail address, and telephone # of Contact with information about past performance by the Offeror:
3. Contract # (if applicable):
4. Period during which work performed: From _____ to _____
5. Was work performed in a courtroom setting? Yes No If no, where was work performed?
6. Description of work:

October 25, 2021

**SOLICITATION FOR COURT REPORTING SERVICES BLANKET PURCHASE AGREEMENT
SOLICITATION NO. USDC-EDPA-22-0001**

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for contract court reporting services for the United States District Court of the Eastern District of Pennsylvania.
2. The Court intends to award BPAs to one or more court reporters found to meet the court’s qualification requirements. BPAs issued under this solicitation may have an ordering period up to three years.
3. The Court reserves the right not to make any awards as a result of this solicitation. Award of a

BPA does not guarantee that the contractor will receive orders for any particular aggregate dollar value, or in fact any orders at all, for court reporting services.

4. Court reporters responding to this solicitation should carefully review the Statement of Work, the minimum qualifications required, the court's maximum transcript fee rates, and the BPA terms and conditions, all of which will be incorporated into any Blanket Purchase Agreement awarded under this solicitation. The court's maximum transcript fee rates cannot exceed, but may be less than, the maximum rates established by the Judicial Conference of the United States (JCUS). The current JCUS maximum transcript fee rates are available at <http://www.uscourts.gov/services-forms/federal-court-reporting-program>.

5. Court reporters wishing to be considered for award of a BPA must provide the following information in response to this solicitation:

- a) Signed Solicitation Cover Page.
- b) A completed Pricing Schedule (in the format of Attachment CR-6)
- c) A Biographical Information Sheet (in the format of Attachment CR-7), with all required information provided, signed by the court reporter. (Firms must submit a signed Biographical Information Sheet for each contract court reporter proposed to perform services under the BPA). Biographical Information Sheets must address all qualification requirements, and must contain descriptions of each reporter's prior related work experience, including average hours worked per week for each position, type of experience and dates of service. If the minimum qualifications include professional certification, a copy of the certification should be provided, and if the reporter has been certified by an organization other than the National Court Reporters Association (NCRA) or the National Verbatim Reporters Association (NVRA), must include detailed test performance criteria demonstrating equivalency with NCRA or NVRA certification. It is within the discretion of the Contracting Officer to determine whether any submitted certificate is sufficient.
- d) For each prospective contract court reporter, a minimum of three (3) references must be identified (using the format of Attachment CR-8) for whom that reporter has performed work within the three (3)-year period preceding the issue date of this solicitation.
- e) Respondents not registered in the System for Award Management (www.sam.gov) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

6. All quotes are due by end of business day Tuesday, November 30, 2021.

7. Any questions regarding this solicitation should be in writing, addressed to the designated Contracting Officer Technical Representative. The designated Contracting Officer Technical Representative for this RFQ is:

Pete O'Driscoll
Peter_R_O'Driscoll@paed.uscourts.gov
267-299-7100
US District Court, EDPA
2225 US Courthouse
601 Market Street

Philadelphia, PA 19106

Attachments:

1. Solicitation Cover Page
2. Statement of Work
3. BPA Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule
6. Biographical Information Sheet
7. Reference Information Sheet
8. Determination of Wages

Evaluation of Quotes

WD WAGE DETERMINATION

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

| Wage Determination No.: 2015-4233
 Daniel W. Simms | Division of | Revision No.: 19
 Director | Wage Determinations | 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 (see 2)	25.36
Surface Programs	
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))."