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UNITED STATES DISTRICT COURT
Northern District of California
 450 GOLDEN GATE AVENUE
 SAN FRANCISCO, CA 94102

SECTION A: REQUEST FOR PROPOSAL LICENSE FOR OFFSITE TRANSCRIPTION SERVICES

SOLICITATION: Dated Issued: 2/10/16

Issued by: United States District Court 450 Golden Gate Avenue, Rm. 16-1120 San Francisco, CA 943102	Address offer to: United States District Court Attn: Debra Centanni 450 Golden Gate Avenue, Rm. 16-1120 San Francisco, CA 94102
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REQUEST FOR PROPOSAL

Proposals in original and 1 copy for furnishing the services herein will be received at the place specified above or hand carried, in the depository located at: 450 Golden Gate Avenue 16-1120, SF, at 2:00 p.m. on 2/26/16	
For Information Call: Debra Centanni	Telephone No.: 415-522-2070

OFFER (Must be fully completed by vendor)

The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if the proposal is accepted by the Government in writing within 120 calendar days after the date that proposals are due. Contract Period is for 03/01/2016 - 02/28/2017.			
Name and Address of Vendor		Name and Title of Person Authorized to Sign Proposal	
TIN No.:	DUNS No.:		
Telephone No.	Signature	Date	
Acknowledgment of Amendments:			
1.	3.		
2.	4.		
	5.		

AWARD

This revocable, non-exclusive licensing agreement (hereinafter referred to as the "License"), is between the United States District Court (the "Court"), located at 450 Golden Gate Avenue, Rm. 16-1120, San Francisco, as administered by Susan Y. Soong ("Clerk") and "Vendor." This writing, including all attachments, constitutes the entire agreement and supersedes any and all prior communications and/or agreements, oral or written, between the parties, concerning the subject matter of this License. This License

can be amended only by a written instrument executed by both parties. Contract period is for March 1, 2016 through February 28, 2017.

Name of Contracting Officer: Helene McVanner	UNITED STATES OF AMERICA (Signature of Contracting Officer)	Award Date:
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SECTION B: SERVICES AND PRICES

The Vendor shall charge the public for services under this License, as follows. Only one price per service will be accepted. Estimates are the anticipated number of each service required by the public during the license period of **twelve months**. These estimated quantities are for the vendor's use in calculating prices and for the Government evaluation of prices and are **estimates only**. They are not guaranteed minimum or maximum quantities.

B.1.1 Background

- a) The court may have transcripts prepared by professional transcription services. Included are firms or individuals that have been certified by the American Association of Electronic Reporters and Transcribers (AAERT) or provisionally approved by the AO.
- b) 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 transcribers certified by AAERT or provisionally approved by the AO.
- c) The Government may not require all of the services listed below. If the estimate block shows "Not Required," then the service will be neither evaluated nor awarded. Offerors should not provide a price for a service unless an estimate is shown.

B.1.2 Transcription Services – Rate must not exceed the maximum rate established by the court.**

Transcription Service	Original	1 st Copy to Each Party	Each Additional Copy to Same Party
Ordinary Transcript (30 days)* – A transcript to be delivered within thirty (30) calendar days after receipt or an order	\$3.65/per page	\$.90/per page	\$.60/per page
14-Day Transcript* A transcript to be delivered within fourteen (14) calendar days after receipt of an order	\$4.25/per page	\$.90/per page	\$.60/per page
Expedited Transcript (7 day)* A transcript to be delivered with seven (7) calendar days after receipt of an order.	\$4.85/per page	\$.90/per page	\$.60/per page
Hourly Transcript* A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.	\$7.25/per page	\$1.20/per page	\$.90/page
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/per page	\$1.20/per page	\$.90/per page

1. Ordinary Transcript Charge (30 day):

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	500		

2. 14-Day Transcript Charge:

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	200		

3. Expedited Transcript Charge (7 day):

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	100		

4. Hourly Transcript Charge (2 day):

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	50		

5. Daily Transcript Charge:

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	500		

For purposes of evaluation, the TOTAL PROPOSED PRICE shall be determined by multiplying the price for each required item by the estimated quantity for that item and then adding the extended prices for all of the required items to arrive at the total.

Methods of Payment: The Vendor shall be responsible for the collection of all fees for services provided under the license agreement. The vendor must accept **cash, money orders, and cashier's checks.**

SECTION C: STATEMENT OF WORK - OFF-SITE

C.1 Service and Location. The United States Government is seeking to enter into a license agreement for the provision of transcribing services to the public, as described below, at the United States District Court, located at the following locations: *450 Golden Gate Ave, Rm 16-1120, San Francisco, CA 94102. 280 South First Street, Rm 2112, San Jose, CA 95113. 1301 Clay Street, Rm 400S, Oakland, CA 94612. 3140 Boeing Avenue, Mckinleyville, CA 95519.*

The services shall be performed at the Vendor's place of business.

C.2 Space and Facilities. "RESERVED"

C.3 Equipment.

- a) **Stenograph Machines.** Machines must be owned or leased, operated and supplied by the Vendor, who also is responsible for all repairs. Equipment malfunctions will not excuse failure of the Vendor to perform under the terms of this agreement. Vendor must provide an adequate number of machines to ensure that the transcribing services required in Section B are accomplished within the times specified in C.9 and C.10.
- b) **Personal Computer.** To access electronically available court files the vendor must use Public Access to Court Electronic Records (PACER) Service. The vendor must obtain its own PACER account through the PACER Service Center 1-800-676-6856 and provide its own computer and printer to view, download and/or print electronic court data.

C.4 Removal of Files. Vendors shall be responsible for the integrity and safe return of all court records in its possession. The Clerk shall prescribe the time and manner in which the Vendor shall obtain and/or return court records and shall furnish such instructions, in writing, to the Vendor upon award of the license agreement. The Clerk reserves the right to modify the time and manner in which the Vendor shall obtain and return court records and shall provide the Vendor written notice of any change.

The Clerk or a designated deputy may, from time to time, request that case records be returned to the Clerk's office. The requested records must be in the possession of the Clerk's Office within [insert time period] from the time of the request.

Vendors must at all times ensure the security of court records in their possession. Unauthorized removal, destruction, mutilation or obliteration of any file or document filed in the custody of the Clerk constitutes a felony under Title 18, Section 2071 of the U.S. Code. Files must be returned in the same condition and

filing order as when removed. Failure to return files to the Clerk's Office in accordance with the provisions of this section is grounds for immediate termination of the license agreement.

C.5 Maintenance and Supplies. Vendors shall be responsible for all costs associated with machine repairs and supplies (for example, ribbon and paper) and shall be further responsible for the ordering, delivery and storage of all supplies and the installation and removal of all equipment.

C.6 Training. Upon award of the license, the Court shall provide one training session on identification of court documents for Vendor's employee(s). Thereafter, Vendor will be responsible for the training of its employee(s).

C.7 Transcripts

C.7.a Copyright - Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The Contractor or reporter 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 or reporter.

C.7.b 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.

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 reporter/contractor will have to advise the clerk of court of any party who has purchased the transcript.

Redacted transcripts, as delineated in section C.7.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.7.c 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.1.2 shall apply. Reporters may provide 14-day, expedited, daily, hourly, or realtime service 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) **Hourly** - Ordered under unusual circumstances, delivered within two (2) hours.
- v) **Ordinary** - A transcript to be delivered within thirty (30) calendar days after receipt of an order

C.7.d 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 reporter 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 reporter 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 reporter 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 reporter 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 reporter 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 reporter 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.7.f 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. Request a copy of Volume 6, Chapter 5, § 520, **Guide to Judiciary Policy**, if needed.

C.7.g Report of Orders Received - The Contractor will be required to provide to the Court Reporter Supervisor and/or Contracting Officer records and reports relating to the type and amount of transcripts ordered and produced and fees charged in accordance with the following schedule: B.1.2.

C.7.h 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 transcriber 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 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.

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.8 Authorized services to be provided: The license agreement awarded herein grants to the Vendor a license to use the official records of the United States District Court, Northern District of California, for the purpose of providing copies of these records. No services other than those expressly specified under this license agreement are authorized to be performed by the Vendor. Any effort by the Vendor to use these court records for any purpose other than those specified herein may be grounds for immediate termination of this agreement.

The Vendor is not authorized to impose any charges which are not expressly set forth under the terms of this license agreement. The assessment of any charges, other than those agreed to under the license agreement, may be grounds for immediate termination of this agreement.

a. Transcription Charge:

The transcription charge applies to all copies made by the Vendor, whether from court hard copy records or from the court's automated system(s). Under no circumstances may the per page transcription charge exceed the cost limitations mandated by the Judicial Conference. [Attachment J-4]

Definition of "Document" - For purposes of this statement of work, "document" shall be defined as one complete pleading, item, or paper, including any attachments thereto. Examples include, but are not limited to, an order, a motion, a brief, a memorandum, or a letter. In Bankruptcy Courts, the petition and schedules should be considered one document if filed together, as reflected in the court's docket. Similarly, the schedules and or amendments, if filed separately from the petition, should be considered one document if all are filed at the same time.

Following is a list of services the Vendor must perform as part of the per page transcription charge for documents retrieved electronically:

1. Retrieving the file in accordance with the procedure prescribed by the Clerk;
2. Removing the file(s) to be transcribed and,
3. Transcribing the file (s),
4. The person or transcription 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.

b. Transcription Formatting:

The Judicial Conference prescribed the transcript format in 1944 to assure that each party is treated equally throughout the country. JCUS-SEP 44, Appendix. Although the Conference has made some adjustments from time to time, the format has remained substantially the same. It is essential

that the format requirements 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. The per-page transcript rates are based on strict adherence to the prescribed format. The format standards incorporate government standards for archival materials and assure that all transcript produced in federal courts is produced on the same basis.

- i. Transcripts may be sold in computer diskette [electronic media] form in 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.
- ii. Each page of transcript sold on diskette must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and electronic media may not contain any protection or programming codes that would prevent copying or transferring the data." JCUS-SEP 91, p. 65.
- iii. To conform to available technology, the Judicial Resources Committee recommended, and the Judicial Conference approved, an amendment to the transcript format guidelines to delete the requirement that words be hyphenated at the end of a line of transcript text. JCUS-MAR 95, p. 22.
- iv. On recommendation of the Committee on Judicial Resources, the Conference modified the transcript format guidelines to provide an exception to the requirement that each page of transcript contain 25 lines of text. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions in jury trials when the transcript is produced under the daily or hourly delivery schedule and the exception is approved by the presiding judicial officer. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript which includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review. [JCUS-MAR 96](#), p. 26.

SECTION D: PACKAGING AND MARKING NOT APPLICABLE

SECTION E: INSPECTION

E.1 Records Maintenance and Inspection. The Vendor shall maintain, through appropriate accounting procedures and methods, and the Clerk or his designee shall have the right to examine and audit, all books, records, documents received by the vendor. This right of examination shall include inspection at all reasonable times of the Vendor's facility.

SECTION F: DELIVERIES AND PERFORMANCE

F.1 Delivery and Acceptance

Delivery of transcripts as detailed in Section C.7, 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 and certification by the Court Reporter Supervisor.

F.2 Term of Agreement

Although the Government contemplates use of the services for a period of 3 years from date of award, the term of the contract will be for a 12-month period effective from the date of award; and to include two 12-month option periods, which may be renewed at the discretion of the Government.

F.3 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 an invoice for a transcript ordered by the Court only after delivery of the original transcript to the Court and a certified copy to the clerk of Court. The invoice shall be submitted to the Court Reporter Supervisor and/or Contracting Officer or his/her designee within 45 days after delivery of the transcript.

(b) The Contractor shall submit an invoice for a 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 Court Reporter Supervisor and/or the Contracting Officer.

(c) Each invoice for transcript shall contain the following information:

- (i) the contract number,
- (ii) the Transcript Order number,
- (iii) the contract item 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 and the per page rate,
- (viii) extended totals. (In appropriate cases, each invoice shall contain the amount of any credit for delinquent delivery or other deduction.)

(d) In the event the Contractor fails to include any credit or other deduction on an invoice, the Government may compute the credit and affect a setoff, and reduce the payment accordingly.

G.2 Delinquent Transcripts

(a) The transcriber may charge only 90 percent of the prescribed fee for transcript of a case 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 reporter stating that the reporter 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 (SEP 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
7-20	Security Requirements	APR 2013

H.2 Confidentiality and Classified Data - AOUSC 2003

(a) The Government and Contractor agree that neither expects the performance under this contract 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 Court Reporter Supervisor and/or the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.

(b) The Court Reporter Supervisor and/or the Contracting Officer will advise the Contractor whenever the Government places a Reporting Services Order for a proceeding which will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide a Reporter, in which event such services shall be outside the scope of this contract.

(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 and/or the Clerk of Court.

H.3 Clause 2-65, Key Personnel

(a) Key Personnel (APR 2013)

(b) 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 officer's 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 (or as otherwise specified in the solicitation), resumes all include the following information:
- 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 for each position held including specific experience related to the requirements of this contract; and
 - f) 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 Clause B-5 Clauses Incorporated by Reference (SEP 2010)

This procurement 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
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2003
3-45	Anti-Kickback Procedures	JUN 2012
3-160	Service Contract Act of 1965, As Amended	JUN 2012
3-175	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multi-Year and Option Contracts)	JUN 2012
3-205	Protest After Award	JAN 2003
4-20	Requirements	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JAN 2003
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary – Contractor Relationship	JAN 2003
7-85	Examination of Records	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-145	Government Purchase Card	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-205	Payment for Judiciary Holidays	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
7-230	Termination for Default – Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

I.2 Ordering - AOUSC 2000

(a) Reporting Services - N/A

(b) Transcript Orders

- (1) Transcript orders shall be in writing. Upon written request of a party or written order of Court, the reporter 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.
- (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 Court Reporter Supervisor and/or the Contracting Officer and shall be ordered on the form specified by the Court Reporter Supervisor and/or Contracting Officer, with a CJA 24 attached as appropriate.
- (4) If there is a need for reporting proceedings which will commence outside the Principal Period of Service, the Contracting Officer will make reasonable attempts to make known the requirement to the Contractor. If the Contractor agrees to satisfy the requirement, the Contracting Officer and the Contractor shall agree upon a rate for such services, and all terms and conditions of this contract shall apply with the exception of the Principal Period of Service and the rate for reporting services. The agreed-upon rate shall apply only for the instant requirement and only for those reporting services which the Contractor provides outside the normal hours of Court operation, without interruption. The agreed-upon reporting services rate shall not vary the rates for the production of transcript. If the Contractor declines to provide such services, or if the parties fail to agree upon a rate for such services, or if the Contracting Officer is unable to make known the requirement to the Contractor after reasonable attempts, such requirement shall be considered outside the scope of this contract, and the Contracting Officer may proceed in any manner to satisfy the requirement through another source.

- (5) If reporting services are required at a proceeding which will take place outside the designated Principal Place of Performance, the Contracting Officer will make known the requirement to the Contractor. The Contractor may agree to provide a Reporter to satisfy the requirement, or may decline the request because the proceedings will take place outside the Principal Place of Performance. This requirement shall be outside the scope of this contract, and the judiciary may proceed in any manner to satisfy the requirement through whatever source it chooses. If the Contractor agrees to satisfy the requirement, all terms and conditions of this contract shall apply, including the provisions of paragraph (a)(3) of this clause. The time used for computing such payment shall include each day or part thereof during which the reporter assigned under the Contract is traveling, including those days involving travel exclusively. 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 are the same as that authorized for 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.

(b) Transcript Orders

- (1) Transcript orders shall be in writing. Upon written request of a party or written order of Court, the reporter 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.
- (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 20 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 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 three (3) years.

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 20 calendar days prior to the then current expiration date of this.

I.5 Clause 3-160 Service Contract Act of 1965, as Amended (JUN 2012)

Service Contract Act of 1965 (JUN 2012)

Definitions

(a) "Act", as used in this clause, means the Service Contract Act of 1965 ([41 U.S.C. § 6701 et seq.](#)).

"Contractor", when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "government prime contractor."

"Service Employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, or as computer systems analysts, computer programmers, software engineers, or other similarly skilled computer employees, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) Applicability

This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor ([29 CFR part 4](#)). This clause does not apply to contracts or

subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of [29 CFR Part 4](#).

(c) Compensation

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein 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) 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the contracting officer no later than 30 days after the unlisted class of employees performs any contract work. The contracting officer will review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the contracting officer's recommendation) and all pertinent information, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division will be transmitted to the contracting officer, who will promptly notify the contractor of the action taken. 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.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon.

Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract that are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken, but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division will make a final determination of conformed classification, wage rate, and/or fringe benefits which will be retroactive to the date the class of employees commenced contract work.

(3) Adjustment of Compensation

If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract, shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits

The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with [Subpart D of 29 CFR part 4](#).

(e) Minimum Wage

In the absence of a minimum-wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause will relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) Successor Contracts

If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not the employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement.

No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of [29 CFR 4.1b\(b\)](#) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in [29 CFR 4.10](#) that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in section [29 CFR 4.11](#), that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that

the collective bargaining agreement applicable to service employees under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees

The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to the contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions

The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor that are unsanitary, hazardous or dangerous to the health or safety of service employees. The contractor or subcontractor shall comply with the safety and health standards applied under [29 CFR part 1925](#).

(i) Records

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) for each employee subject to the Act:

(A) name, address, and social security number;

(B) correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) daily and weekly hours worked by each employee; and

(D) any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the contracting officer, upon direction of the Department of Labor and notification to the contractor, will take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) Pay Periods

The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, [29 CFR part 4](#)), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract

The contracting officer will withhold or cause to be withheld from the government prime contractor under this or any other government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay employees subject to the Act all or part of the wages or

fringe benefits due under the Act, the contracting officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(l) Subcontracts

The contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees

If wages to be paid or fringe benefits to be furnished any service employees employed by the government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List

Not less than ten days prior to completion of any contract being performed at a federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor ([29 CFR 4.173](#)), the incumbent prime contractor shall furnish the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer will turn over such list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations

Rulings and interpretations of the Act are contained in Regulations, [29 CFR Par4](#).

(p) (1) Contractor's Certification

By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract will be subcontracted to any person or firm ineligible for award of a government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. § 1001](#).

(q) Variations, Tolerances, and Exemptions Involving Employment

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator ([29 CFR parts 520](#) and [525](#)).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 ([29 CFR parts 520](#) and [525](#)).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in [29 CFR parts 525](#) and [528](#).

(r) Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a state, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

(s) Tips

An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations [29 CFR, Part 31](#). However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:

(1) the employer shall inform tipped employees about this tip credit allowance before the credit is used;

(2) the employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) the employer shall be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) the use of such tip credit shall have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards

The U.S. Department of Labor has set forth in [29 CFR parts 4, 6, and 8](#) procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause

include disputes between the contractor (or any of its subcontractors) and the contracting office, the U.S. Department of Labor, or the employees or their representatives.

I.6 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 the end of the Fiscal Year 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.

*Note: If this contract is awarded for a 12 month period (exclusive of options) that begins in one fiscal year and ends in the next fiscal year and is fully funded as contract award, Clause I.5 is not applicable.

SECTION J: LIST OF ATTACHMENTS

- J-1 Reference Form
- J-2 Wage Determination – See Attachment
- J-3 Report of Orders Form
- J-4 Fee Schedule

J-1 References:

COURT References (see L.3.d)

1) Court Name: _____

Address: _____

Contact Person: _____

Phone: _____

2) Court Name: _____

Address: _____

Contact Person: _____

Phone: _____

[use additional sheets if necessary]

PRIVATE References (see L.3e):

1) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

2) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

3) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

4) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

J-2 Wage Determinations:**1. Alameda**

WD 05-2051 (Rev.-16) was first posted on www.wdol.gov on 1/5/2016

 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.: 2005-2051
 Diane C. Koplewski Division of | Revision No.: 15
 Director Wage Determinations | Date Of Revision: 12/22/2014

 State: California
 Area: California Counties of Alameda, Contra Costa

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

OCCUPATION CODE - TITLE FOOTNOTE RATE
 01000 - Administrative Support And Clerical Occupations
 01011 - Accounting Clerk I 17.92
 01012 - Accounting Clerk II 20.12
 01013 - Accounting Clerk III 22.50
 01020 - Administrative Assistant 30.87
 01040 - Court Reporter 28.31
 01051 - Data Entry Operator I 15.38
 01052 - Data Entry Operator II 16.78
 01060 - Dispatcher, Motor Vehicle 29.13
 01070 - Document Preparation Clerk 15.37
 01090 - Duplicating Machine Operator 15.37
 01111 - General Clerk I 15.87
 01112 - General Clerk II 17.31
 01113 - General Clerk III 19.97
 01120 - Housing Referral Assistant 28.83
 01141 - Messenger Courier 14.03
 01191 - Order Clerk I 16.98
 01192 - Order Clerk II 18.53
 01261 - Personnel Assistant (Employment) I 19.80
 01262 - Personnel Assistant (Employment) II 22.18
 01263 - Personnel Assistant (Employment) III 24.69
 01270 - Production Control Clerk 28.05
 01280 - Receptionist 17.21
 01290 - Rental Clerk 18.47
 01300 - Scheduler, Maintenance 23.12
 01311 - Secretary I 23.12
 01312 - Secretary II 25.86
 01313 - Secretary III 28.83
 01320 - Service Order Dispatcher 24.26
 01410 - Supply Technician 30.87
 01420 - Survey Worker 24.06
 01531 - Travel Clerk I 15.41
 01532 - Travel Clerk II 17.34
 01533 - Travel Clerk III 19.53
 01611 - Word Processor I 20.77
 01612 - Word Processor II 23.32
 01613 - Word Processor III 26.09
 05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass 24.75
 05010 - Automotive Electrician 24.95
 05040 - Automotive Glass Installer 21.76
 05070 - Automotive Worker 24.96
 05110 - Mobile Equipment Servicer 21.71

05130 - Motor Equipment Metal Mechanic 26.06
 05160 - Motor Equipment Metal Worker 23.84
 05190 - Motor Vehicle Mechanic 26.07
 05220 - Motor Vehicle Mechanic Helper 20.54
 05250 - Motor Vehicle Upholstery Worker 22.78
 05280 - Motor Vehicle Wrecker 23.84
 05310 - Painter, Automotive 24.96
 05340 - Radiator Repair Specialist 23.84
 05370 - Tire Repairer 17.31
 05400 - Transmission Repair Specialist 26.07
 07000 - Food Preparation And Service Occupations
 07010 - Baker 15.83
 07041 - Cook I 16.43
 07042 - Cook II 18.65
 07070 - Dishwasher 11.28
 07130 - Food Service Worker 11.00
 07210 - Meat Cutter 16.59
 07260 - Waiter/Waitress 11.39
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter 21.13
 09040 - Furniture Handler 15.26
 09080 - Furniture Refinisher 21.13
 09090 - Furniture Refinisher Helper 17.41
 09110 - Furniture Repairer, Minor 19.28
 09130 - Upholsterer 21.15
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles 12.97
 11060 - Elevator Operator 14.10
 11090 - Gardener 23.78
 11122 - Housekeeping Aide 14.89
 11150 - Janitor 14.89
 11210 - Laborer, Grounds Maintenance 18.29
 11240 - Maid or Houseman 12.80
 11260 - Pruner 17.19
 11270 - Tractor Operator 21.58
 11330 - Trail Maintenance Worker 18.29
 11360 - Window Cleaner 15.68
 12000 - Health Occupations
 12010 - Ambulance Driver 23.48
 12011 - Breath Alcohol Technician 23.48
 12012 - Certified Occupational Therapist Assistant 25.93
 12015 - Certified Physical Therapist Assistant 27.94
 12020 - Dental Assistant 21.98
 12025 - Dental Hygienist 46.56
 12030 - EKG Technician 27.59
 12035 - Electroneurodiagnostic Technologist 27.59
 12040 - Emergency Medical Technician 23.48
 12071 - Licensed Practical Nurse I 24.53
 12072 - Licensed Practical Nurse II 27.47
 12073 - Licensed Practical Nurse III 30.62
 12100 - Medical Assistant 20.98
 12130 - Medical Laboratory Technician 23.05
 12160 - Medical Record Clerk 21.00
 12190 - Medical Record Technician 23.48
 12195 - Medical Transcriptionist 20.55
 12210 - Nuclear Medicine Technologist 45.90
 12221 - Nursing Assistant I 13.66
 12222 - Nursing Assistant II 15.35
 12223 - Nursing Assistant III 16.75
 12224 - Nursing Assistant IV 18.81
 12235 - Optical Dispenser 21.80
 12236 - Optical Technician 18.22
 12250 - Pharmacy Technician 21.69
 12280 - Phlebotomist 18.81
 12305 - Radiologic Technologist 35.21
 12311 - Registered Nurse I 43.85
 12312 - Registered Nurse II 53.66
 12313 - Registered Nurse II, Specialist 53.66
 12314 - Registered Nurse III 64.90
 12315 - Registered Nurse III, Anesthetist 64.90
 12316 - Registered Nurse IV 77.80

12317 - Scheduler (Drug and Alcohol Testing) 34.02
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I 25.45
 13012 - Exhibits Specialist II 31.05
 13013 - Exhibits Specialist III 37.98
 13041 - Illustrator I 24.07
 13042 - Illustrator II 29.81
 13043 - Illustrator III 36.48
 13047 - Librarian 35.64
 13050 - Library Aide/Clerk 20.80
 13054 - Library Information Technology Systems 31.06
 Administrator
 13058 - Library Technician 26.04
 13061 - Media Specialist I 22.42
 13062 - Media Specialist II 25.08
 13063 - Media Specialist III 27.96
 13071 - Photographer I 20.39
 13072 - Photographer II 22.81
 13073 - Photographer III 28.23
 13074 - Photographer IV 34.56
 13075 - Photographer V 39.08
 13110 - Video Teleconference Technician 23.30
 14000 - Information Technology Occupations
 14041 - Computer Operator I 19.80
 14042 - Computer Operator II 22.18
 14043 - Computer Operator III 24.69
 14044 - Computer Operator IV 27.43
 14045 - Computer Operator V 30.39
 14071 - Computer Programmer I (see 1) 27.62
 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 19.80
 14160 - Personal Computer Support Technician 27.43
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated) 36.80
 15020 - Aircrew Training Devices Instructor (Rated) 44.51
 15030 - Air Crew Training Devices Instructor (Pilot) 53.36
 15050 - Computer Based Training Specialist / Instructor 36.97
 15060 - Educational Technologist 32.38
 15070 - Flight Instructor (Pilot) 53.36
 15080 - Graphic Artist 31.77
 15090 - Technical Instructor 28.46
 15095 - Technical Instructor/Course Developer 34.82
 15110 - Test Proctor 22.97
 15120 - Tutor 22.97
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler 10.71
 16030 - Counter Attendant 10.71
 16040 - Dry Cleaner 14.57
 16070 - Finisher, Flatwork, Machine 10.71
 16090 - Presser, Hand 10.71
 16110 - Presser, Machine, Drycleaning 10.71
 16130 - Presser, Machine, Shirts 10.71
 16160 - Presser, Machine, Wearing Apparel, Laundry 10.71
 16190 - Sewing Machine Operator 15.86
 16220 - Tailor 17.13
 16250 - Washer, Machine 12.01
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room) 21.02
 19040 - Tool And Die Maker 26.94
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator 19.56
 21030 - Material Coordinator 26.53
 21040 - Material Expediter 26.53
 21050 - Material Handling Laborer 16.69
 21071 - Order Filler 15.60
 21080 - Production Line Worker (Food Processing) 19.56

21110 - Shipping Packer 17.51
 21130 - Shipping/Receiving Clerk 17.51
 21140 - Store Worker I 14.54
 21150 - Stock Clerk 20.01
 21210 - Tools And Parts Attendant 19.56
 21410 - Warehouse Specialist 19.56
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder 30.51
 23021 - Aircraft Mechanic I 29.02
 23022 - Aircraft Mechanic II 30.51
 23023 - Aircraft Mechanic III 31.80
 23040 - Aircraft Mechanic Helper 22.12
 23050 - Aircraft, Painter 27.52
 23060 - Aircraft Servicer 25.34
 23080 - Aircraft Worker 26.87
 23110 - Appliance Mechanic 24.30
 23120 - Bicycle Repairer 16.15
 23125 - Cable Splicer 30.82
 23130 - Carpenter, Maintenance 26.08
 23140 - Carpet Layer 25.09
 23160 - Electrician, Maintenance 37.22
 23181 - Electronics Technician Maintenance I 30.54
 23182 - Electronics Technician Maintenance II 32.27
 23183 - Electronics Technician Maintenance III 34.02
 23260 - Fabric Worker 24.18
 23290 - Fire Alarm System Mechanic 24.69
 23310 - Fire Extinguisher Repairer 23.32
 23311 - Fuel Distribution System Mechanic 29.93
 23312 - Fuel Distribution System Operator 23.97
 23370 - General Maintenance Worker 22.50
 23380 - Ground Support Equipment Mechanic 29.02
 23381 - Ground Support Equipment Servicer 25.34
 23382 - Ground Support Equipment Worker 26.87
 23391 - Gunsmith I 23.32
 23392 - Gunsmith II 26.46
 23393 - Gunsmith III 29.48
 23410 - Heating, Ventilation And Air-Conditioning 28.32
 Mechanic
 23411 - Heating, Ventilation And Air Contditioning 29.77
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic 30.65
 23440 - Heavy Equipment Operator 33.19
 23460 - Instrument Mechanic 32.04
 23465 - Laboratory/Shelter Mechanic 27.92
 23470 - Laborer 16.00
 23510 - Locksmith 23.20
 23530 - Machinery Maintenance Mechanic 28.28
 23550 - Machinist, Maintenance 27.28
 23580 - Maintenance Trades Helper 17.19
 23591 - Metrology Technician I 32.04
 23592 - Metrology Technician II 33.68
 23593 - Metrology Technician III 35.11
 23640 - Millwright 32.53
 23710 - Office Appliance Repairer 23.42
 23760 - Painter, Maintenance 23.13
 23790 - Pipefitter, Maintenance 31.65
 23810 - Plumber, Maintenance 30.33
 23820 - Pneudraulic Systems Mechanic 29.48
 23850 - Rigger 29.56
 23870 - Scale Mechanic 26.46
 23890 - Sheet-Metal Worker, Maintenance 31.09
 23910 - Small Engine Mechanic 20.20
 23931 - Telecommunications Mechanic I 28.12
 23932 - Telecommunications Mechanic II 29.56
 23950 - Telephone Lineman 26.42
 23960 - Welder, Combination, Maintenance 24.28
 23965 - Well Driller 29.48
 23970 - Woodcraft Worker 29.48
 23980 - Woodworker 22.25
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant 13.57

24580 - Child Care Center Clerk 16.04
 24610 - Chore Aide 11.44
 24620 - Family Readiness And Support Services 19.02
 Coordinator
 24630 - Homemaker 16.68
 25000 - Plant And System Operations Occupations
 25010 - Boiler Tender 38.18
 25040 - Sewage Plant Operator 32.79
 25070 - Stationary Engineer 38.18
 25190 - Ventilation Equipment Tender 27.90
 25210 - Water Treatment Plant Operator 32.79
 27000 - Protective Service Occupations
 27004 - Alarm Monitor 29.88
 27007 - Baggage Inspector 14.34
 27008 - Corrections Officer 38.39
 27010 - Court Security Officer 39.43
 27030 - Detection Dog Handler 30.14
 27040 - Detention Officer 38.39
 27070 - Firefighter 36.20
 27101 - Guard I 14.34
 27102 - Guard II 30.14
 27131 - Police Officer I 42.92
 27132 - Police Officer II 47.21
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator 13.91
 28042 - Carnival Equipment Repairer 16.16
 28043 - Carnival Equipment Worker 10.77
 28210 - Gate Attendant/Gate Tender 18.04
 28310 - Lifeguard 13.82
 28350 - Park Attendant (Aide) 20.19
 28510 - Recreation Aide/Health Facility Attendant 15.30
 28515 - Recreation Specialist 17.44
 28630 - Sports Official 15.85
 28690 - Swimming Pool Operator 21.68
 29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer 29.10
 29020 - Hatch Tender 29.10
 29030 - Line Handler 29.10
 29041 - Stevedore I 27.42
 29042 - Stevedore II 30.75
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 42.35
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 29.02
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 32.16
 30021 - Archeological Technician I 23.47
 30022 - Archeological Technician II 27.47
 30023 - Archeological Technician III 34.44
 30030 - Cartographic Technician 34.44
 30040 - Civil Engineering Technician 31.67
 30061 - Drafter/CAD Operator I 24.86
 30062 - Drafter/CAD Operator II 27.80
 30063 - Drafter/CAD Operator III 30.99
 30064 - Drafter/CAD Operator IV 38.15
 30081 - Engineering Technician I 18.90
 30082 - Engineering Technician II 21.22
 30083 - Engineering Technician III 23.73
 30084 - Engineering Technician IV 29.40
 30085 - Engineering Technician V 35.98
 30086 - Engineering Technician VI 43.51
 30090 - Environmental Technician 27.51
 30210 - Laboratory Technician 23.42
 30240 - Mathematical Technician 35.89
 30361 - Paralegal/Legal Assistant I 23.52
 30362 - Paralegal/Legal Assistant II 29.13
 30363 - Paralegal/Legal Assistant III 35.65
 30364 - Paralegal/Legal Assistant IV 43.11
 30390 - Photo-Optics Technician 35.89
 30461 - Technical Writer I 25.89
 30462 - Technical Writer II 32.03
 30463 - Technical Writer III 38.31
 30491 - Unexploded Ordnance (UXO) Technician I 26.92

30492 - Unexploded Ordnance (UXO) Technician II 32.56
 30493 - Unexploded Ordnance (UXO) Technician III 39.03
 30494 - Unexploded (UXO) Safety Escort 26.92
 30495 - Unexploded (UXO) Sweep Personnel 26.92
 30620 - Weather Observer, Combined Upper Air Or (see 2) 27.82
 Surface Programs
 30621 - Weather Observer, Senior (see 2) 30.90
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide 14.41
 31030 - Bus Driver 20.03
 31043 - Driver Courier 17.77
 31260 - Parking and Lot Attendant 12.24
 31290 - Shuttle Bus Driver 19.22
 31310 - Taxi Driver 13.64
 31361 - Truckdriver, Light 19.22
 31362 - Truckdriver, Medium 20.55
 31363 - Truckdriver, Heavy 21.78
 31364 - Truckdriver, Tractor-Trailer 21.78
 99000 - Miscellaneous Occupations
 99030 - Cashier 12.06
 99050 - Desk Clerk 13.00
 99095 - Embalmer 25.13
 99251 - Laboratory Animal Caretaker I 14.45
 99252 - Laboratory Animal Caretaker II 15.64
 99310 - Mortician 29.47
 99410 - Pest Controller 18.10
 99510 - Photofinishing Worker 17.25
 99710 - Recycling Laborer 24.32
 99711 - Recycling Specialist 27.68
 99730 - Refuse Collector 21.87
 99810 - Sales Clerk 15.51
 99820 - School Crossing Guard 12.89
 99830 - Survey Party Chief 31.52
 99831 - Surveying Aide 18.98
 99832 - Surveying Technician 27.74
 99840 - Vending Machine Attendant 16.67
 99841 - Vending Machine Repairer 19.22
 99842 - Vending Machine Repairer Helper 16.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month
 VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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. (Reg. 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 4174)
 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 regrading 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. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 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 decision to the contractor.
 - 6) The contractor informs the affected employees.
- 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" (the Directory) should be used to compare job definitions to insure 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.

2. Humboldt

WD 05-2055 (Rev.-18) was first posted on www.wdol.gov on 1/5/2016

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.: 2005-2055
Diane C. Koplewski Division of | Revision No.: 17
Director Wage Determinations | Date Of Revision: 12/22/2014

State: California
Area: California Counties of Alpine, Amador, Butte, Colusa, Del Norte, El
Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas,
Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

Fringe Benefits Required Follow the Occupational Listing

- OCCUPATION CODE - TITLE FOOTNOTE RATE
- 01000 - Administrative Support And Clerical Occupations
 - 01011 - Accounting Clerk I 16.44
 - 01012 - Accounting Clerk II 18.46
 - 01013 - Accounting Clerk III 20.65
 - 01020 - Administrative Assistant 25.83
 - 01040 - Court Reporter 20.96
 - 01051 - Data Entry Operator I 15.96
 - 01052 - Data Entry Operator II 17.42
 - 01060 - Dispatcher, Motor Vehicle 18.84
 - 01070 - Document Preparation Clerk 14.72
 - 01090 - Duplicating Machine Operator 14.72
 - 01111 - General Clerk I 13.29
 - 01112 - General Clerk II 14.50
 - 01113 - General Clerk III 17.70
 - 01120 - Housing Referral Assistant 22.39
 - 01141 - Messenger Courier 12.25
 - 01191 - Order Clerk I 14.88
 - 01192 - Order Clerk II 16.24
 - 01261 - Personnel Assistant (Employment) I 17.40
 - 01262 - Personnel Assistant (Employment) II 19.46
 - 01263 - Personnel Assistant (Employment) III 21.69
 - 01270 - Production Control Clerk 21.81
 - 01280 - Receptionist 14.72
 - 01290 - Rental Clerk 16.57
 - 01300 - Scheduler, Maintenance 17.83
 - 01311 - Secretary I 17.83
 - 01312 - Secretary II 19.42
 - 01313 - Secretary III 22.39
 - 01320 - Service Order Dispatcher 17.35

01410 - Supply Technician 25.83
01420 - Survey Worker 18.84
01531 - Travel Clerk I 13.87
01532 - Travel Clerk II 14.94
01533 - Travel Clerk III 16.05
01611 - Word Processor I 14.68
01612 - Word Processor II 16.48
01613 - Word Processor III 18.76
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 23.71
05010 - Automotive Electrician 21.36
05040 - Automotive Glass Installer 20.24
05070 - Automotive Worker 20.24
05110 - Mobile Equipment Servicer 17.99
05130 - Motor Equipment Metal Mechanic 22.49
05160 - Motor Equipment Metal Worker 20.24
05190 - Motor Vehicle Mechanic 20.99
05220 - Motor Vehicle Mechanic Helper 16.87
05250 - Motor Vehicle Upholstery Worker 19.11
05280 - Motor Vehicle Wrecker 20.24
05310 - Painter, Automotive 21.36
05340 - Radiator Repair Specialist 20.24
05370 - Tire Repairer 14.98
05400 - Transmission Repair Specialist 22.49
07000 - Food Preparation And Service Occupations
07010 - Baker 16.27
07041 - Cook I 13.92
07042 - Cook II 16.01
07070 - Dishwasher 10.27
07130 - Food Service Worker 10.39
07210 - Meat Cutter 18.28
07260 - Waiter/Waitress 11.07
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 18.40
09040 - Furniture Handler 12.60
09080 - Furniture Refinisher 18.40
09090 - Furniture Refinisher Helper 14.53
09110 - Furniture Repairer, Minor 16.47
09130 - Upholsterer 18.40
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 12.22
11060 - Elevator Operator 12.51
11090 - Gardener 16.37
11122 - Housekeeping Aide 13.76
11150 - Janitor 14.69
11210 - Laborer, Grounds Maintenance 13.40
11240 - Maid or Houseman 10.40
11260 - Pruner 13.31
11270 - Tractor Operator 15.37
11330 - Trail Maintenance Worker 13.40
11360 - Window Cleaner 15.21
12000 - Health Occupations
12010 - Ambulance Driver 17.11
12011 - Breath Alcohol Technician 17.11
12012 - Certified Occupational Therapist Assistant 25.69
12015 - Certified Physical Therapist Assistant 27.25
12020 - Dental Assistant 18.21

12025 - Dental Hygienist 41.99
 12030 - EKG Technician 25.68
 12035 - Electroneurodiagnostic Technologist 25.68
 12040 - Emergency Medical Technician 16.57
 12071 - Licensed Practical Nurse I 21.98
 12072 - Licensed Practical Nurse II 24.59
 12073 - Licensed Practical Nurse III 27.41
 12100 - Medical Assistant 15.17
 12130 - Medical Laboratory Technician 18.62
 12160 - Medical Record Clerk 17.10
 12190 - Medical Record Technician 19.12
 12195 - Medical Transcriptionist 19.08
 12210 - Nuclear Medicine Technologist 42.90
 12221 - Nursing Assistant I 12.41
 12222 - Nursing Assistant II 13.95
 12223 - Nursing Assistant III 15.53
 12224 - Nursing Assistant IV 17.44
 12235 - Optical Dispenser 16.41
 12236 - Optical Technician 15.75
 12250 - Pharmacy Technician 17.84
 12280 - Phlebotomist 17.44
 12305 - Radiologic Technologist 29.94
 12311 - Registered Nurse I 40.86
 12312 - Registered Nurse II 49.98
 12313 - Registered Nurse II, Specialist 49.98
 12314 - Registered Nurse III 60.45
 12315 - Registered Nurse III, Anesthetist 60.45
 12316 - Registered Nurse IV 68.50
 12317 - Scheduler (Drug and Alcohol Testing) 26.71
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I 23.61
 13012 - Exhibits Specialist II 29.25
 13013 - Exhibits Specialist III 36.92
 13041 - Illustrator I 22.71
 13042 - Illustrator II 28.14
 13043 - Illustrator III 34.42
 13047 - Librarian 31.43
 13050 - Library Aide/Clerk 16.05
 13054 - Library Information Technology Systems Administrator 25.79
 13058 - Library Technician 17.11
 13061 - Media Specialist I 20.48
 13062 - Media Specialist II 22.91
 13063 - Media Specialist III 25.53
 13071 - Photographer I 17.88
 13072 - Photographer II 21.38
 13073 - Photographer III 26.50
 13074 - Photographer IV 33.56
 13075 - Photographer V 39.20
 13110 - Video Teleconference Technician 20.53
 14000 - Information Technology Occupations
 14041 - Computer Operator I 16.61
 14042 - Computer Operator II 18.58
 14043 - Computer Operator III 20.71
 14044 - Computer Operator IV 23.02
 14045 - Computer Operator V 25.49
 14071 - Computer Programmer I (see 1) 23.09

14072 - Computer Programmer II (see 1) 27.18
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 16.61
14160 - Personal Computer Support Technician 23.02
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 35.36
15020 - Aircrew Training Devices Instructor (Rated) 42.77
15030 - Air Crew Training Devices Instructor (Pilot) 51.27
15050 - Computer Based Training Specialist / Instructor 35.36
15060 - Educational Technologist 37.05
15070 - Flight Instructor (Pilot) 51.27
15080 - Graphic Artist 24.56
15090 - Technical Instructor 21.60
15095 - Technical Instructor/Course Developer 26.48
15110 - Test Proctor 17.84
15120 - Tutor 17.84
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 9.76
16030 - Counter Attendant 9.76
16040 - Dry Cleaner 13.10
16070 - Finisher, Flatwork, Machine 9.76
16090 - Presser, Hand 9.76
16110 - Presser, Machine, Drycleaning 9.76
16130 - Presser, Machine, Shirts 9.76
16160 - Presser, Machine, Wearing Apparel, Laundry 9.76
16190 - Sewing Machine Operator 14.22
16220 - Tailor 15.33
16250 - Washer, Machine 10.85
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 20.22
19040 - Tool And Die Maker 24.08
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.22
21030 - Material Coordinator 21.81
21040 - Material Expediter 21.81
21050 - Material Handling Laborer 15.20
21071 - Order Filler 15.43
21080 - Production Line Worker (Food Processing) 19.22
21110 - Shipping Packer 14.55
21130 - Shipping/Receiving Clerk 14.55
21140 - Store Worker I 12.62
21150 - Stock Clerk 17.17
21210 - Tools And Parts Attendant 19.22
21410 - Warehouse Specialist 19.22
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 28.72
23021 - Aircraft Mechanic I 27.16
23022 - Aircraft Mechanic II 28.72
23023 - Aircraft Mechanic III 30.30
23040 - Aircraft Mechanic Helper 19.32
23050 - Aircraft, Painter 26.71
23060 - Aircraft Servicer 22.45
23080 - Aircraft Worker 24.04

23110 - Appliance Mechanic 21.79
 23120 - Bicycle Repairer 14.98
 23125 - Cable Splicer 31.25
 23130 - Carpenter, Maintenance 24.82
 23140 - Carpet Layer 21.75
 23160 - Electrician, Maintenance 23.81
 23181 - Electronics Technician Maintenance I 24.99
 23182 - Electronics Technician Maintenance II 26.33
 23183 - Electronics Technician Maintenance III 31.66
 23260 - Fabric Worker 20.51
 23290 - Fire Alarm System Mechanic 22.29
 23310 - Fire Extinguisher Repairer 19.08
 23311 - Fuel Distribution System Mechanic 24.98
 23312 - Fuel Distribution System Operator 19.39
 23370 - General Maintenance Worker 20.27
 23380 - Ground Support Equipment Mechanic 27.16
 23381 - Ground Support Equipment Servicer 22.45
 23382 - Ground Support Equipment Worker 24.04
 23391 - Gunsmith I 19.08
 23392 - Gunsmith II 21.94
 23393 - Gunsmith III 24.82
 23410 - Heating, Ventilation And Air-Conditioning 23.54
 Mechanic
 23411 - Heating, Ventilation And Air Contditioning 24.90
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic 23.20
 23440 - Heavy Equipment Operator 29.93
 23460 - Instrument Mechanic 28.78
 23465 - Laboratory/Shelter Mechanic 23.39
 23470 - Laborer 15.13
 23510 - Locksmith 20.24
 23530 - Machinery Maintenance Mechanic 26.16
 23550 - Machinist, Maintenance 21.00
 23580 - Maintenance Trades Helper 17.41
 23591 - Metrology Technician I 28.78
 23592 - Metrology Technician II 30.43
 23593 - Metrology Technician III 32.11
 23640 - Millwright 27.90
 23710 - Office Appliance Repairer 20.46
 23760 - Painter, Maintenance 21.23
 23790 - Pipefitter, Maintenance 24.67
 23810 - Plumber, Maintenance 23.43
 23820 - Pneudraulic Systems Mechanic 22.92
 23850 - Rigger 24.82
 23870 - Scale Mechanic 21.94
 23890 - Sheet-Metal Worker, Maintenance 26.08
 23910 - Small Engine Mechanic 20.27
 23931 - Telecommunications Mechanic I 26.97
 23932 - Telecommunications Mechanic II 28.53
 23950 - Telephone Lineman 25.38
 23960 - Welder, Combination, Maintenance 22.92
 23965 - Well Driller 24.82
 23970 - Woodcraft Worker 24.82
 23980 - Woodworker 17.62
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant 12.80
 24580 - Child Care Center Clerk 15.96

24610 - Chore Aide 11.02
24620 - Family Readiness And Support Services 16.67
Coordinator
24630 - Homemaker 17.70
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 27.35
25040 - Sewage Plant Operator 26.17
25070 - Stationary Engineer 27.35
25190 - Ventilation Equipment Tender 19.44
25210 - Water Treatment Plant Operator 26.17
27000 - Protective Service Occupations
27004 - Alarm Monitor 23.80
27007 - Baggage Inspector 17.26
27008 - Corrections Officer 27.37
27010 - Court Security Officer 27.60
27030 - Detection Dog Handler 21.22
27040 - Detention Officer 27.37
27070 - Firefighter 24.10
27101 - Guard I 17.26
27102 - Guard II 21.22
27131 - Police Officer I 32.38
27132 - Police Officer II 36.00
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.70
28042 - Carnival Equipment Repairer 13.53
28043 - Carnival Equipment Worker 10.27
28210 - Gate Attendant/Gate Tender 13.96
28310 - Lifeguard 11.79
28350 - Park Attendant (Aide) 15.61
28510 - Recreation Aide/Health Facility Attendant 11.39
28515 - Recreation Specialist 19.34
28630 - Sports Official 12.43
28690 - Swimming Pool Operator 16.90
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 28.29
29020 - Hatch Tender 28.29
29030 - Line Handler 28.29
29041 - Stevedore I 26.44
29042 - Stevedore II 30.15
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 38.29
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 26.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 29.07
30021 - Archeological Technician I 20.33
30022 - Archeological Technician II 22.74
30023 - Archeological Technician III 28.16
30030 - Cartographic Technician 28.16
30040 - Civil Engineering Technician 27.13
30061 - Drafter/CAD Operator I 20.33
30062 - Drafter/CAD Operator II 22.74
30063 - Drafter/CAD Operator III 25.34
30064 - Drafter/CAD Operator IV 31.19
30081 - Engineering Technician I 16.86
30082 - Engineering Technician II 18.93
30083 - Engineering Technician III 21.17
30084 - Engineering Technician IV 26.23
30085 - Engineering Technician V 32.20

30086 - Engineering Technician VI 38.82
 30090 - Environmental Technician 23.61
 30210 - Laboratory Technician 19.51
 30240 - Mathematical Technician 28.16
 30361 - Paralegal/Legal Assistant I 18.92
 30362 - Paralegal/Legal Assistant II 24.85
 30363 - Paralegal/Legal Assistant III 30.39
 30364 - Paralegal/Legal Assistant IV 36.76
 30390 - Photo-Optics Technician 28.16
 30461 - Technical Writer I 24.40
 30462 - Technical Writer II 29.85
 30463 - Technical Writer III 36.10
 30491 - Unexploded Ordnance (UXO) Technician I 24.34
 30492 - Unexploded Ordnance (UXO) Technician II 29.44
 30493 - Unexploded Ordnance (UXO) Technician III 35.29
 30494 - Unexploded (UXO) Safety Escort 24.34
 30495 - Unexploded (UXO) Sweep Personnel 24.34
 30620 - Weather Observer, Combined Upper Air Or (see 2) 25.34
 Surface Programs
 30621 - Weather Observer, Senior (see 2) 27.83
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide 11.45
 31030 - Bus Driver 17.68
 31043 - Driver Courier 13.82
 31260 - Parking and Lot Attendant 10.25
 31290 - Shuttle Bus Driver 14.93
 31310 - Taxi Driver 11.57
 31361 - Truckdriver, Light 14.93
 31362 - Truckdriver, Medium 18.52
 31363 - Truckdriver, Heavy 20.48
 31364 - Truckdriver, Tractor-Trailer 20.48
 99000 - Miscellaneous Occupations
 99030 - Cashier 11.97
 99050 - Desk Clerk 11.35
 99095 - Embalmer 23.02
 99251 - Laboratory Animal Caretaker I 11.89
 99252 - Laboratory Animal Caretaker II 12.85
 99310 - Mortician 25.00
 99410 - Pest Controller 16.38
 99510 - Photofinishing Worker 15.20
 99710 - Recycling Laborer 21.81
 99711 - Recycling Specialist 26.05
 99730 - Refuse Collector 19.70
 99810 - Sales Clerk 12.32
 99820 - School Crossing Guard 12.11
 99830 - Survey Party Chief 38.36
 99831 - Surveying Aide 20.83
 99832 - Surveying Technician 28.59
 99840 - Vending Machine Attendant 13.92
 99841 - Vending Machine Repairer 16.61
 99842 - Vending Machine Repairer Helper 13.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 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. (Reg. 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 4174)

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 regrading 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

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<http://www.wdol.gov/wdol/scafiles/std/05-2055.txt?v=1510182013>

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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

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

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 Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure

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.

3. San Francisco

WD 05-2059 (Rev.-17) was first posted on www.wdol.gov on 1/5/2016

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.: 2005-2059

Diane C. Koplewski Division of | Revision No.: 16

Director Wage Determinations | Date Of Revision: 12/22/2014

State: California

Area: California Counties of Marin, San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Marin and San Mateo Counties Only. See Wage Determination 1974-1257 for wage rates and fringe benefits for San Francisco County.

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 17.92

01012 - Accounting Clerk II 20.12

01013 - Accounting Clerk III 22.50

01020 - Administrative Assistant 30.87

01040 - Court Reporter 27.93

01051 - Data Entry Operator I 15.38

01052 - Data Entry Operator II 16.78

01060 - Dispatcher, Motor Vehicle 29.13

01070 - Document Preparation Clerk 15.51

01090 - Duplicating Machine Operator 15.51

01111 - General Clerk I 15.87

01112 - General Clerk II 17.31

01113 - General Clerk III 19.60

01120 - Housing Referral Assistant 28.83

01141 - Messenger Courier 14.20

01191 - Order Clerk I 16.98

01192 - Order Clerk II 18.58

01261 - Personnel Assistant (Employment) I 19.80

01262 - Personnel Assistant (Employment) II 22.18

01263 - Personnel Assistant (Employment) III 24.69

01270 - Production Control Clerk 28.05

01280 - Receptionist 17.21

01290 - Rental Clerk 19.43

01300 - Scheduler, Maintenance 23.10

01311 - Secretary I 23.12

01312 - Secretary II 25.86

01313 - Secretary III 28.83

01320 - Service Order Dispatcher 28.67

01410 - Supply Technician 30.87

01420 - Survey Worker 22.72

01531 - Travel Clerk I 15.41

01532 - Travel Clerk II 17.34

01533 - Travel Clerk III 19.53

01611 - Word Processor I 20.77

01612 - Word Processor II 23.32

01613 - Word Processor III 26.09

05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass 24.75
 05010 - Automotive Electrician 24.75
 05040 - Automotive Glass Installer 21.60
 05070 - Automotive Worker 24.75
 05110 - Mobile Equipment Servicer 21.54
 05130 - Motor Equipment Metal Mechanic 25.85
 05160 - Motor Equipment Metal Worker 23.66
 05190 - Motor Vehicle Mechanic 25.64
 05220 - Motor Vehicle Mechanic Helper 20.21
 05250 - Motor Vehicle Upholstery Worker 22.61
 05280 - Motor Vehicle Wrecker 23.66
 05310 - Painter, Automotive 24.75
 05340 - Radiator Repair Specialist 23.66
 05370 - Tire Repairer 17.44
 05400 - Transmission Repair Specialist 25.85
 07000 - Food Preparation And Service Occupations
 07010 - Baker 18.24
 07041 - Cook I 16.43
 07042 - Cook II 20.06
 07070 - Dishwasher 12.45
 07130 - Food Service Worker 12.45
 07210 - Meat Cutter 18.24
 07260 - Waiter/Waitress 13.50
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter 21.82
 09040 - Furniture Handler 15.17
 09080 - Furniture Refinisher 21.82
 09090 - Furniture Refinisher Helper 17.82
 09110 - Furniture Repairer, Minor 19.37
 09130 - Upholsterer 21.82
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles 12.97
 11060 - Elevator Operator 14.10
 11090 - Gardener 23.78
 11122 - Housekeeping Aide 14.89
 11150 - Janitor 14.89
 11210 - Laborer, Grounds Maintenance 18.29
 11240 - Maid or Houseman 12.80
 11260 - Pruner 17.19
 11270 - Tractor Operator 21.58
 11330 - Trail Maintenance Worker 18.29
 11360 - Window Cleaner 16.07
 12000 - Health Occupations
 12010 - Ambulance Driver 23.48
 12011 - Breath Alcohol Technician 23.48
 12012 - Certified Occupational Therapist Assistant 25.78
 12015 - Certified Physical Therapist Assistant 27.94
 12020 - Dental Assistant 21.98
 12025 - Dental Hygienist 46.56
 12030 - EKG Technician 27.59
 12035 - Electroneurodiagnostic Technologist 27.59
 12040 - Emergency Medical Technician 23.48
 12071 - Licensed Practical Nurse I 23.14
 12072 - Licensed Practical Nurse II 25.96
 12073 - Licensed Practical Nurse III 29.04
 12100 - Medical Assistant 20.98
 12130 - Medical Laboratory Technician 23.05
 12160 - Medical Record Clerk 21.00
 12190 - Medical Record Technician 23.48
 12195 - Medical Transcriptionist 20.55
 12210 - Nuclear Medicine Technologist 45.90
 12221 - Nursing Assistant I 13.66

12222 - Nursing Assistant II 15.35
 12223 - Nursing Assistant III 16.75
 12224 - Nursing Assistant IV 18.81
 12235 - Optical Dispenser 22.64
 12236 - Optical Technician 18.22
 12250 - Pharmacy Technician 21.69
 12280 - Phlebotomist 18.81
 12305 - Radiologic Technologist 35.21
 12311 - Registered Nurse I 43.85
 12312 - Registered Nurse II 53.66
 12313 - Registered Nurse II, Specialist 53.66
 12314 - Registered Nurse III 64.90
 12315 - Registered Nurse III, Anesthetist 64.90
 12316 - Registered Nurse IV 77.80
 12317 - Scheduler (Drug and Alcohol Testing) 34.02
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I 25.67
 13012 - Exhibits Specialist II 31.80
 13013 - Exhibits Specialist III 38.86
 13041 - Illustrator I 24.07
 13042 - Illustrator II 29.81
 13043 - Illustrator III 36.48
 13047 - Librarian 35.64
 13050 - Library Aide/Clerk 20.80
 13054 - Library Information Technology Systems 31.06
 Administrator
 13058 - Library Technician 26.04
 13061 - Media Specialist I 22.42
 13062 - Media Specialist II 25.08
 13063 - Media Specialist III 27.96
 13071 - Photographer I 20.39
 13072 - Photographer II 22.81
 13073 - Photographer III 28.23
 13074 - Photographer IV 34.56
 13075 - Photographer V 41.81
 13110 - Video Teleconference Technician 23.30
 14000 - Information Technology Occupations
 14041 - Computer Operator I 19.80
 14042 - Computer Operator II 22.18
 14043 - Computer Operator III 24.69
 14044 - Computer Operator IV 27.43
 14045 - Computer Operator V 30.39
 14071 - Computer Programmer I (see 1) 27.62
 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 19.80
 14160 - Personal Computer Support Technician 27.43
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated) 36.97
 15020 - Aircrew Training Devices Instructor (Rated) 44.74
 15030 - Air Crew Training Devices Instructor (Pilot) 53.36
 15050 - Computer Based Training Specialist / Instructor 36.97
 15060 - Educational Technologist 32.03
 15070 - Flight Instructor (Pilot) 53.36
 15080 - Graphic Artist 31.77
 15090 - Technical Instructor 28.46
 15095 - Technical Instructor/Course Developer 34.82
 15110 - Test Proctor 22.97
 15120 - Tutor 22.97

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler 10.71
 16030 - Counter Attendant 10.71
 16040 - Dry Cleaner 14.57
 16070 - Finisher, Flatwork, Machine 10.71
 16090 - Presser, Hand 10.71
 16110 - Presser, Machine, Drycleaning 10.71
 16130 - Presser, Machine, Shirts 10.71
 16160 - Presser, Machine, Wearing Apparel, Laundry 10.71
 16190 - Sewing Machine Operator 15.86
 16220 - Tailor 17.13
 16250 - Washer, Machine 12.01
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room) 22.84
 19040 - Tool And Die Maker 26.94
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator 19.56
 21030 - Material Coordinator 28.05
 21040 - Material Expediter 28.05
 21050 - Material Handling Laborer 16.69
 21071 - Order Filler 15.60
 21080 - Production Line Worker (Food Processing) 19.56
 21110 - Shipping Packer 17.79
 21130 - Shipping/Receiving Clerk 17.79
 21140 - Store Worker I 14.54
 21150 - Stock Clerk 20.01
 21210 - Tools And Parts Attendant 19.56
 21410 - Warehouse Specialist 19.56
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder 30.51
 23021 - Aircraft Mechanic I 29.02
 23022 - Aircraft Mechanic II 30.51
 23023 - Aircraft Mechanic III 31.80
 23040 - Aircraft Mechanic Helper 21.20
 23050 - Aircraft, Painter 25.78
 23060 - Aircraft Servicer 24.55
 23080 - Aircraft Worker 26.05
 23110 - Appliance Mechanic 22.85
 23120 - Bicycle Repairer 18.57
 23125 - Cable Splicer 30.82
 23130 - Carpenter, Maintenance 26.08
 23140 - Carpet Layer 25.09
 23160 - Electrician, Maintenance 37.22
 23181 - Electronics Technician Maintenance I 30.54
 23182 - Electronics Technician Maintenance II 32.27
 23183 - Electronics Technician Maintenance III 34.02
 23260 - Fabric Worker 24.18
 23290 - Fire Alarm System Mechanic 26.76
 23310 - Fire Extinguisher Repairer 23.32
 23311 - Fuel Distribution System Mechanic 30.15
 23312 - Fuel Distribution System Operator 23.74
 23370 - General Maintenance Worker 22.50
 23380 - Ground Support Equipment Mechanic 29.02
 23381 - Ground Support Equipment Servicer 24.55
 23382 - Ground Support Equipment Worker 26.05
 23391 - Gunsmith I 23.32
 23392 - Gunsmith II 26.46
 23393 - Gunsmith III 29.48
 23410 - Heating, Ventilation And Air-Conditioning 28.32
 Mechanic
 23411 - Heating, Ventilation And Air Contditioning 29.77
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic 30.65

23440 - Heavy Equipment Operator 33.19
 23460 - Instrument Mechanic 32.04
 23465 - Laboratory/Shelter Mechanic 27.92
 23470 - Laborer 16.00
 23510 - Locksmith 21.82
 23530 - Machinery Maintenance Mechanic 28.28
 23550 - Machinist, Maintenance 27.28
 23580 - Maintenance Trades Helper 16.99
 23591 - Metrology Technician I 32.04
 23592 - Metrology Technician II 33.68
 23593 - Metrology Technician III 35.11
 23640 - Millwright 32.38
 23710 - Office Appliance Repairer 23.08
 23760 - Painter, Maintenance 25.25
 23790 - Pipefitter, Maintenance 31.65
 23810 - Plumber, Maintenance 31.31
 23820 - Pneudraulic Systems Mechanic 29.48
 23850 - Rigger 27.83
 23870 - Scale Mechanic 26.46
 23890 - Sheet-Metal Worker, Maintenance 31.09
 23910 - Small Engine Mechanic 21.21
 23931 - Telecommunications Mechanic I 28.12
 23932 - Telecommunications Mechanic II 29.56
 23950 - Telephone Lineman 26.27
 23960 - Welder, Combination, Maintenance 23.20
 23965 - Well Driller 29.15
 23970 - Woodcraft Worker 29.48
 23980 - Woodworker 22.11
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant 13.57
 24580 - Child Care Center Clerk 17.26
 24610 - Chore Aide 11.44
 24620 - Family Readiness And Support Services 19.02
 Coordinator
 24630 - Homemaker 17.13
 25000 - Plant And System Operations Occupations
 25010 - Boiler Tender 38.18
 25040 - Sewage Plant Operator 32.79
 25070 - Stationary Engineer 38.18
 25190 - Ventilation Equipment Tender 27.90
 25210 - Water Treatment Plant Operator 32.79
 27000 - Protective Service Occupations
 27004 - Alarm Monitor 28.75
 27007 - Baggage Inspector 14.34
 27008 - Corrections Officer 38.39
 27010 - Court Security Officer 39.43
 27030 - Detection Dog Handler 25.35
 27040 - Detention Officer 38.39
 27070 - Firefighter 36.20
 27101 - Guard I 14.34
 27102 - Guard II 25.35
 27131 - Police Officer I 42.92
 27132 - Police Officer II 47.21
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator 15.59
 28042 - Carnival Equipment Repairer 16.60
 28043 - Carnival Equipment Worker 12.45
 28210 - Gate Attendant/Gate Tender 18.04
 28310 - Lifeguard 13.82
 28350 - Park Attendant (Aide) 20.19
 28510 - Recreation Aide/Health Facility Attendant 15.30
 28515 - Recreation Specialist 21.02
 28630 - Sports Official 16.07

28690 - Swimming Pool Operator 22.07
 29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer 29.10
 29020 - Hatch Tender 29.10
 29030 - Line Handler 29.10
 29041 - Stevedore I 27.42
 29042 - Stevedore II 30.75
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 42.35
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 29.20
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 32.16
 30021 - Archeological Technician I 23.47
 30022 - Archeological Technician II 27.80
 30023 - Archeological Technician III 34.44
 30030 - Cartographic Technician 34.44
 30040 - Civil Engineering Technician 31.67
 30061 - Drafter/CAD Operator I 24.86
 30062 - Drafter/CAD Operator II 27.80
 30063 - Drafter/CAD Operator III 30.99
 30064 - Drafter/CAD Operator IV 38.15
 30081 - Engineering Technician I 18.90
 30082 - Engineering Technician II 21.22
 30083 - Engineering Technician III 23.73
 30084 - Engineering Technician IV 29.40
 30085 - Engineering Technician V 35.98
 30086 - Engineering Technician VI 43.51
 30090 - Environmental Technician 27.51
 30210 - Laboratory Technician 23.42
 30240 - Mathematical Technician 35.89
 30361 - Paralegal/Legal Assistant I 23.52
 30362 - Paralegal/Legal Assistant II 29.13
 30363 - Paralegal/Legal Assistant III 35.65
 30364 - Paralegal/Legal Assistant IV 43.11
 30390 - Photo-Optics Technician 35.89
 30461 - Technical Writer I 26.03
 30462 - Technical Writer II 31.72
 30463 - Technical Writer III 38.31
 30491 - Unexploded Ordnance (UXO) Technician I 26.92
 30492 - Unexploded Ordnance (UXO) Technician II 32.56
 30493 - Unexploded Ordnance (UXO) Technician III 39.03
 30494 - Unexploded (UXO) Safety Escort 26.92
 30495 - Unexploded (UXO) Sweep Personnel 26.92
 30620 - Weather Observer, Combined Upper Air Or (see 2) 30.99
 Surface Programs
 30621 - Weather Observer, Senior (see 2) 32.89
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide 14.39
 31030 - Bus Driver 20.01
 31043 - Driver Courier 17.77
 31260 - Parking and Lot Attendant 12.49
 31290 - Shuttle Bus Driver 19.22
 31310 - Taxi Driver 15.44
 31361 - Truckdriver, Light 19.22
 31362 - Truckdriver, Medium 20.64
 31363 - Truckdriver, Heavy 22.39
 31364 - Truckdriver, Tractor-Trailer 22.39
 99000 - Miscellaneous Occupations
 99030 - Cashier 13.32
 99050 - Desk Clerk 13.67
 99095 - Embalmer 25.13
 99251 - Laboratory Animal Caretaker I 15.27
 99252 - Laboratory Animal Caretaker II 16.53
 99310 - Mortician 29.47

99410 - Pest Controller 18.30
 99510 - Photofinishing Worker 17.70
 99710 - Recycling Laborer 25.19
 99711 - Recycling Specialist 28.66
 99730 - Refuse Collector 22.65
 99810 - Sales Clerk 15.51
 99820 - School Crossing Guard 13.75
 99830 - Survey Party Chief 40.68
 99831 - Surveying Aide 23.51
 99832 - Surveying Technician 27.74
 99840 - Vending Machine Attendant 15.59
 99841 - Vending Machine Repairer 18.24
 99842 - Vending Machine Repairer Helper 15.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month
 VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 12 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. (Reg. 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 4174)
 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 regrading 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. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}
 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

4. Santa Clara

WD 05-2061 (Rev.-16) was first posted on www.wdol.gov on 1/5/2016

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.: 2005-2061

Diane C. Koplewski Division of | Revision No.: 15

Director Wage Determinations | Date Of Revision: 12/22/2014

State: California

Area: California Counties of Santa Clara, Santa Cruz

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 17.92

01012 - Accounting Clerk II 20.12

01013 - Accounting Clerk III 22.50

01020 - Administrative Assistant 30.87

01040 - Court Reporter 26.02

01051 - Data Entry Operator I 15.38

01052 - Data Entry Operator II 16.78

01060 - Dispatcher, Motor Vehicle 29.13

01070 - Document Preparation Clerk 15.93

01090 - Duplicating Machine Operator 15.93

01111 - General Clerk I 15.87

01112 - General Clerk II 17.31

01113 - General Clerk III 19.37

01120 - Housing Referral Assistant 28.83

01141 - Messenger Courier 14.32

01191 - Order Clerk I 16.98

01192 - Order Clerk II 18.53

01261 - Personnel Assistant (Employment) I 19.80

01262 - Personnel Assistant (Employment) II 22.18

01263 - Personnel Assistant (Employment) III 24.69

01270 - Production Control Clerk 28.05

01280 - Receptionist 17.21

01290 - Rental Clerk 17.70

01300 - Scheduler, Maintenance 23.12

01311 - Secretary I 23.12

01312 - Secretary II 25.86

01313 - Secretary III 28.83

01320 - Service Order Dispatcher 23.54

01410 - Supply Technician 30.87

01420 - Survey Worker 22.72

01531 - Travel Clerk I 15.41

01532 - Travel Clerk II 17.34

01533 - Travel Clerk III 19.53

01611 - Word Processor I 20.77

01612 - Word Processor II 23.32

01613 - Word Processor III 26.09

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 22.32

05010 - Automotive Electrician 22.49

05040 - Automotive Glass Installer 19.58

05070 - Automotive Worker 21.48
 05110 - Mobile Equipment Servicer 19.56
 05130 - Motor Equipment Metal Mechanic 23.48
 05160 - Motor Equipment Metal Worker 21.48
 05190 - Motor Vehicle Mechanic 23.46
 05220 - Motor Vehicle Mechanic Helper 18.56
 05250 - Motor Vehicle Upholstery Worker 20.54
 05280 - Motor Vehicle Wrecker 21.48
 05310 - Painter, Automotive 22.49
 05340 - Radiator Repair Specialist 21.52
 05370 - Tire Repairer 14.48
 05400 - Transmission Repair Specialist 23.48
 07000 - Food Preparation And Service Occupations
 07010 - Baker 12.82
 07041 - Cook I 16.43
 07042 - Cook II 18.65
 07070 - Dishwasher 10.27
 07130 - Food Service Worker 10.72
 07210 - Meat Cutter 19.49
 07260 - Waiter/Waitress 9.68
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter 20.21
 09040 - Furniture Handler 14.58
 09080 - Furniture Refinisher 20.21
 09090 - Furniture Refinisher Helper 16.64
 09110 - Furniture Repairer, Minor 18.45
 09130 - Upholsterer 20.21
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles 12.92
 11060 - Elevator Operator 13.67
 11090 - Gardener 21.60
 11122 - Housekeeping Aide 14.10
 11150 - Janitor 14.10
 11210 - Laborer, Grounds Maintenance 17.52
 11240 - Maid or Houseman 12.54
 11260 - Pruner 15.75
 11270 - Tractor Operator 20.48
 11330 - Trail Maintenance Worker 17.52
 11360 - Window Cleaner 15.68
 12000 - Health Occupations
 12010 - Ambulance Driver 23.48
 12011 - Breath Alcohol Technician 23.48
 12012 - Certified Occupational Therapist Assistant 28.36
 12015 - Certified Physical Therapist Assistant 25.46
 12020 - Dental Assistant 21.98
 12025 - Dental Hygienist 35.90
 12030 - EKG Technician 33.99
 12035 - Electroneurodiagnostic Technologist 33.99
 12040 - Emergency Medical Technician 23.48
 12071 - Licensed Practical Nurse I 23.14
 12072 - Licensed Practical Nurse II 25.96
 12073 - Licensed Practical Nurse III 29.04
 12100 - Medical Assistant 20.98
 12130 - Medical Laboratory Technician 23.05
 12160 - Medical Record Clerk 21.00
 12190 - Medical Record Technician 23.48
 12195 - Medical Transcriptionist 20.55
 12210 - Nuclear Medicine Technologist 42.96
 12221 - Nursing Assistant I 13.66
 12222 - Nursing Assistant II 15.35
 12223 - Nursing Assistant III 16.75
 12224 - Nursing Assistant IV 18.81
 12235 - Optical Dispenser 19.51

12236 - Optical Technician 18.22
 12250 - Pharmacy Technician 21.25
 12280 - Phlebotomist 18.81
 12305 - Radiologic Technologist 33.12
 12311 - Registered Nurse I 38.63
 12312 - Registered Nurse II 47.23
 12313 - Registered Nurse II, Specialist 47.23
 12314 - Registered Nurse III 57.12
 12315 - Registered Nurse III, Anesthetist 57.12
 12316 - Registered Nurse IV 68.53
 12317 - Scheduler (Drug and Alcohol Testing) 34.02
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I 22.87
 13012 - Exhibits Specialist II 28.33
 13013 - Exhibits Specialist III 34.65
 13041 - Illustrator I 25.34
 13042 - Illustrator II 31.15
 13043 - Illustrator III 38.11
 13047 - Librarian 34.41
 13050 - Library Aide/Clerk 20.80
 13054 - Library Information Technology Systems 31.06
 Administrator
 13058 - Library Technician 26.04
 13061 - Media Specialist I 22.42
 13062 - Media Specialist II 25.08
 13063 - Media Specialist III 27.96
 13071 - Photographer I 19.48
 13072 - Photographer II 21.80
 13073 - Photographer III 27.00
 13074 - Photographer IV 33.02
 13075 - Photographer V 38.43
 13110 - Video Teleconference Technician 22.90
 14000 - Information Technology Occupations
 14041 - Computer Operator I 19.80
 14042 - Computer Operator II 22.18
 14043 - Computer Operator III 24.69
 14044 - Computer Operator IV 27.43
 14045 - Computer Operator V 30.39
 14071 - Computer Programmer I (see 1) 27.62
 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 19.80
 14160 - Personal Computer Support Technician 27.43
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated) 36.80
 15020 - Aircrew Training Devices Instructor (Rated) 44.51
 15030 - Air Crew Training Devices Instructor (Pilot) 53.36
 15050 - Computer Based Training Specialist / Instructor 36.97
 15060 - Educational Technologist 33.44
 15070 - Flight Instructor (Pilot) 53.36
 15080 - Graphic Artist 26.67
 15090 - Technical Instructor 26.13
 15095 - Technical Instructor/Course Developer 32.10
 15110 - Test Proctor 22.20
 15120 - Tutor 22.20
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler 11.25
 16030 - Counter Attendant 11.25
 16040 - Dry Cleaner 14.57

16070 - Finisher, Flatwork, Machine 11.25
 16090 - Presser, Hand 11.25
 16110 - Presser, Machine, Drycleaning 11.25
 16130 - Presser, Machine, Shirts 11.25
 16160 - Presser, Machine, Wearing Apparel, Laundry 10.71
 16190 - Sewing Machine Operator 15.86
 16220 - Tailor 17.13
 16250 - Washer, Machine 12.01
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room) 21.96
 19040 - Tool And Die Maker 25.80
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator 16.76
 21030 - Material Coordinator 26.06
 21040 - Material Expediter 26.06
 21050 - Material Handling Laborer 15.36
 21071 - Order Filler 15.60
 21080 - Production Line Worker (Food Processing) 16.76
 21110 - Shipping Packer 15.84
 21130 - Shipping/Receiving Clerk 15.84
 21140 - Store Worker I 14.54
 21150 - Stock Clerk 20.01
 21210 - Tools And Parts Attendant 16.76
 21410 - Warehouse Specialist 16.76
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder 28.62
 23021 - Aircraft Mechanic I 27.23
 23022 - Aircraft Mechanic II 28.62
 23023 - Aircraft Mechanic III 29.83
 23040 - Aircraft Mechanic Helper 20.28
 23050 - Aircraft, Painter 26.49
 23060 - Aircraft Servicer 23.02
 23080 - Aircraft Worker 24.52
 23110 - Appliance Mechanic 23.84
 23120 - Bicycle Repairer 15.44
 23125 - Cable Splicer 26.60
 23130 - Carpenter, Maintenance 24.84
 23140 - Carpet Layer 24.72
 23160 - Electrician, Maintenance 35.53
 23181 - Electronics Technician Maintenance I 24.83
 23182 - Electronics Technician Maintenance II 26.38
 23183 - Electronics Technician Maintenance III 29.21
 23260 - Fabric Worker 21.26
 23290 - Fire Alarm System Mechanic 25.14
 23310 - Fire Extinguisher Repairer 21.04
 23311 - Fuel Distribution System Mechanic 25.99
 23312 - Fuel Distribution System Operator 20.56
 23370 - General Maintenance Worker 22.50
 23380 - Ground Support Equipment Mechanic 27.23
 23381 - Ground Support Equipment Servicer 23.02
 23382 - Ground Support Equipment Worker 24.52
 23391 - Gunsmith I 21.04
 23392 - Gunsmith II 23.88
 23393 - Gunsmith III 26.60
 23410 - Heating, Ventilation And Air-Conditioning 28.41
 Mechanic
 23411 - Heating, Ventilation And Air Contditioning 29.87
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic 27.12
 23440 - Heavy Equipment Operator 29.74
 23460 - Instrument Mechanic 26.65
 23465 - Laboratory/Shelter Mechanic 25.23
 23470 - Laborer 14.73

23510 - Locksmith 25.62
 23530 - Machinery Maintenance Mechanic 27.02
 23550 - Machinist, Maintenance 27.28
 23580 - Maintenance Trades Helper 18.99
 23591 - Metrology Technician I 26.65
 23592 - Metrology Technician II 28.02
 23593 - Metrology Technician III 30.29
 23640 - Millwright 26.60
 23710 - Office Appliance Repairer 22.89
 23760 - Painter, Maintenance 22.23
 23790 - Pipefitter, Maintenance 32.29
 23810 - Plumber, Maintenance 30.80
 23820 - Pneudraulic Systems Mechanic 26.60
 23850 - Rigger 26.60
 23870 - Scale Mechanic 23.88
 23890 - Sheet-Metal Worker, Maintenance 26.98
 23910 - Small Engine Mechanic 19.31
 23931 - Telecommunications Mechanic I 27.58
 23932 - Telecommunications Mechanic II 28.99
 23950 - Telephone Lineman 27.26
 23960 - Welder, Combination, Maintenance 23.20
 23965 - Well Driller 29.30
 23970 - Woodcraft Worker 26.60
 23980 - Woodworker 21.04
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant 13.57
 24580 - Child Care Center Clerk 16.27
 24610 - Chore Aide 11.92
 24620 - Family Readiness And Support Services 16.95
 Coordinator
 24630 - Homemaker 18.73
 25000 - Plant And System Operations Occupations
 25010 - Boiler Tender 38.18
 25040 - Sewage Plant Operator 27.78
 25070 - Stationary Engineer 38.18
 25190 - Ventilation Equipment Tender 27.90
 25210 - Water Treatment Plant Operator 27.78
 27000 - Protective Service Occupations
 27004 - Alarm Monitor 19.12
 27007 - Baggage Inspector 14.34
 27008 - Corrections Officer 38.39
 27010 - Court Security Officer 39.43
 27030 - Detection Dog Handler 17.06
 27040 - Detention Officer 38.39
 27070 - Firefighter 36.20
 27101 - Guard I 14.34
 27102 - Guard II 17.06
 27131 - Police Officer I 42.92
 27132 - Police Officer II 47.21
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator 13.09
 28042 - Carnival Equipment Repairer 13.81
 28043 - Carnival Equipment Worker 10.58
 28210 - Gate Attendant/Gate Tender 18.04
 28310 - Lifeguard 11.70
 28350 - Park Attendant (Aide) 18.24
 28510 - Recreation Aide/Health Facility Attendant 15.30
 28515 - Recreation Specialist 19.21
 28630 - Sports Official 14.34
 28690 - Swimming Pool Operator 19.13
 29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer 26.66
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 31290 - Shuttle Bus Driver 19.22
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 99050 - Desk Clerk 11.13
 99095 - Embalmer 26.92
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 99710 - Recycling Laborer 20.42
 99711 - Recycling Specialist 24.54

99730 - Refuse Collector 18.38
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 99820 - School Crossing Guard 15.75
 99830 - Survey Party Chief 26.14
 99831 - Surveying Aide 13.15
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month
 VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 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. (Reg. 29 CFR 4.173)
 HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 regrading 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. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 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 decision to the contractor.
 - 6) The contractor informs the affected employees.
- 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" (the Directory) should be used to compare job definitions to insure 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.

If work is performed outside of the geographic areas provided in the previous Wage Determinations, the Wage Determination of the location of work will be required.

J-3 Report of Order Form:

REPORT OF ORDERS RECEIVED

The Vendor shall submit the following information to the Clerk of Court on a monthly basis in accordance with the statement of work contained in the RFP.

REPORT OF ORDERS RECEIVED

The Vendor shall submit the following information to the Clerk of Court on a monthly basis in accordance with the statement of work contained in the RFP.

Month and Year- _____

Quantity of Services Ordered	Service Type	Rate	Rate Description PAGE, PLEADING, DOCUMENT, ORDER	\$ Total Per Service
	Ordinary			
	14 - Day			
	Expedited			
	Daily			
	Hourly			
			MONTHLY TOTAL	\$

Job Total Offered _____

Job Total Declined _____

J-4 Fee Schedule**Maximum Transcript Rates – All Parties Per Page**

	Original	First Copy to Each Party	Each Add'l Copy to the Same Party
Ordinary Transcript (30 day) 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 (7 day) A transcript to be delivered within seven (7) calendar days after receipt of an order.	\$4.85	\$.90	\$.60
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
Realtime Transcript 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.	One feed, ¹ \$3.05 per page; two-to four feeds, \$2.10 per page; five or more feeds, \$1.50 per page.	N/A	N/A

¹ A realtime "feed" is the electronic data flow from the court reporter to the computer of each person or party ordering and receiving the realtime transcription in the courtroom.

SECTION K: REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- a) The offeror certifies that:
- 1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - 2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - 2)
 - i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
 _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);
 - ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - iii. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Provision 3-5, Taxpayer Identification (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 Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, 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 Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

K.2 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

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 \$3,000 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 B-1 Solicitation Provisions Incorporated by Reference (SEPT 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/clauses.htm>

NUMBER	TITLE	DATE
3-100	Instructions to Offerors	APR 2013

L.2 Provision 3-210, Protests (SEPT 2010)

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

- (i) name, address, and fax and telephone numbers of the protester or its representative;
- (ii) solicitation or contract number;
- (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
- (iv) copies of relevant documents;
- (v) request for a ruling by the judiciary;
- (vi) statement as to the form of relief requested;
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (viii) all information establishing the timeliness of the protest.

(c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3 Proposal Submission Instructions

- a) Proposals sent through the U.S. Postal Service are to be addressed to and submitted directly to the following office:
United States District Court
450 Golden Gate Avenue Room 16-1120
San Francisco, CA 94102
- b) For each item proposed, offerors shall (1) show the unit price and (2) enter the extended price for the quantity of each item offered in the "Extended Price" column of the Section B. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct. Offerors shall also add the extended prices and enter the **“Total Proposed Price”** in the appropriate block in Section B.
- c) Offerors shall provide all Federal court references, if available, using form J-1, for whom the offeror has provided on-site, or off-site copy and related services for a Federal court under an agreement. Provide the court name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted as well as other members of the court administrative staff. The Government reserves the right to contact any court and consider the information provided in determining an offeror’s responsibility.

- d) Offerors shall provide three private references, if available, using form J-1, for whom the offeror has provided copying services and other services identified in this RFP within the past three years. Provide the name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted. The Government reserves the right to contact any reference and consider the information provided in determining an offeror's responsibility.
- e) Each prospective offeror submitting a proposal in response to this solicitation is required to submit:
 - i. Section A, Request For Proposal and License for Copying Services Form, properly executed.
 - ii. Section B, Schedule of Prices, including selection of the two additional methods of payment that will be accepted;
 - iii. Attachment J-1, Reference Form, and
 - iv. Section K, Representations and Certifications.

L.4 Proposal Acceptance Period

Prospective offerors attention is directed to the Request For Proposal Cover Page which states that the Government has 120 calendar days from the date proposals are due to accept a proposal and award a copy center license agreement.

L.5 Responsibility of Prospective Contractors

To be determined responsible, a contractor must:

- 1) have financial resources adequate to perform the procurement;
- 2) be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
- 3) have a good performance record;
- 4) have a sound record of integrity and business ethics;
- 5) have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
- 6) have the necessary organization, experience, accounting and operational controls, technical skills, and production and property controls, or the demonstrated ability to obtain them;
- 7) have the necessary equipment and facilities, or the demonstrated ability to obtain them; and
- 8) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION M: EVALUATION

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/clauses.htm>

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.

M.3 Requirements

Transcript Rates Proposed not Greater than Judicial Conference Rates or Court Authorized Rates, per Sections B.1.2, C.7.c and J.3.

- Required Certification from **AAERT**
(Either or Both)
 - **CET** (certified electronic transcriber, Analog/Digital)
 - **CERT** (certified electronic court reporter and transcriber, Analog/Digital)
- Three (3) plus years of experience transcribing, often without log notes, digital audio recordings of multi-channel courtroom or other fast-paced and sometimes lengthy legal proceedings involving multiple parties.
- Knowledge of and experience with using equipment and software to facilitate the transcription of digital audio recordings in which more than one speaker is speaking at once.
- Strong customer service skills.
- Attention to detail, the demonstrated ability to balance multiple priorities, adhere to detailed policies and procedures, meet strict deadlines and maintain organized billing and other records.

M.4 Basis for Award

The Government intends to award multiple contracts to responsible Offerors who submit qualified, Lowest Price, Technically Acceptable offers to the Government.

SECTION N: EXHIBIT

Exhibit 1 Transcription Related Information

§ 753. Reporters

(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 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 records shall be inspected and audited in the same manner as the records and accounts of clerks of the district courts, and may include records 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. 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 3709 of the Revised Statutes of the United States, as amended (41 U.S.C. 5), 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.

(As amended Oct. 31, 1951, c. 655, § 46, 65 Stat. 726; June 28, 1955, c. 189, § 3(c), 69 Stat. 176; June 20, 1958, Pub.L. 85-462, § 3(c), 72 Stat. 207; July 7, 1958, Pub.L. 85-508, § 12(e), 72 Stat. 348; July 1, 1960, Pub.L. 86-568, Title I, § 116(c), 74 Stat. 303; Sept. 2, 1965, Pub.L. 89-163, 79 Stat. 619; Sept. 2, 1965, Pub.L. 89-167, 79 Stat. 647; June 2, 1970, Pub.L. 91-272, § 14, 84 Stat. 298; Dec. 11, 1970, Pub.L. 91-545, 84 Stat. 1412; Apr. 2, 1982, Pub.L. 97-164, Title IV, § 401(a), 96 Stat. 56.)



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MAXIMUM TRANSCRIPT RATES

	Original	First Copy to Each Party	Each Additional Copy to the Same Party
Ordinary Transcript (30 day) 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 (7 day) A transcript to be delivered within seven (7) calendar days after receipt of an order.	\$4.85	\$.90	\$.60
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
Realtime Transcript 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.	One feed, ¹ \$3.05 per page; two-to-four feeds, \$2.10 per page; five or more feeds, \$1.50 per page.		

¹A realtime "feed" is the electronic data flow from the court reporter to the computer of each person or party ordering and receiving the realtime transcription in the courtroom.



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FEE CALCULATION EXAMPLES

- a. *A defense attorney in a multi-defendant CJA case orders an original and two copies of an ordinary transcript of 100 pages.*
 The court reporter may charge the party the original ordinary transcript rate per page for the original transcript. At the request of the CJA attorney, the original transcript may be delivered in paper copy or electronic format for the defender to make and provide copies to any other CJA parties in the case needing a copy. Additional paper copies may be provided to other defense counsel at the commercially competitive copy rate as approved by the court. In this example:
- the charge for the original ordinary transcript would be: $\$3.65 \times 100 \text{ pages} = \365 ;
 - the charge for the first copy, billed at the commercially competitive rate, would be: (estimated) $\$1.10 \times 100 \text{ pages} = \110 ; and
 - the charge for the second copy, billed at the commercially competitive rate would be: (estimated) $\$1.10 \times 100 \text{ pages} = \110 .
- b. *A party in a civil case requests daily transcript copy and two copies of a trial generating 200 pages per day.*
1. The charge to the private attorney would be the:
 - original daily transcript rate ($\$6.05$ per page in this example) for the original;
 - first copy daily transcript rate ($\$1.20$ per page in this example); and
 - additional copy daily transcript rate ($\$.90$ per page in this example) for the second (multi-page transcript) copy to the same attorney.
 2. The charges per day would be:
 - $\$6.05 \times 200 \text{ pages} = \$1,210$ for the daily copy;
 - $\$1.20 + \$.90 = \$2.10 \times 200 \text{ pages} = \420 for two copies per day.
 3. Any copies to opposing counsel would be charged at $\$1.20$ for the first copy and $\$.90$ per page for additional paper or electronic copies.
- c. *A defense attorney orders a realtime transcript feed from a certified realtime reporter. The realtime feed generates 150 pages of transcript. The certified realtime reporter charges the current rate per page of realtime transcript for one feed, based on the tiered rate structure.*
 The charge to the defense attorney would be: $\$3.05 \times 150 \text{ pages} = \457.50 for one realtime transcript feed.
- d. *A defense attorney orders a realtime transcript feed from a certified realtime reporter. The opposing counsel orders two feeds for the same realtime transcript. The realtime feed generates 150 pages of transcript. The certified realtime reporter charges an equal rate per page of realtime transcript for each feed ordered, based on the tiered rate structure.*
1. The charge to the defense attorney would be: $\$2.10 \times 150 \text{ pages} = \315 for one realtime transcript feed.
 2. The charge to the opposing counsel for two realtime feeds would be:
 - $\$2.10 \times 150 \text{ pages} = \315 for the first feed;
 - $\$2.10 \times 150 \text{ pages} = \315 for the second feed;
 - totaling $\$630$ for both feeds.
-

§ 530.20 Judicial Conference Policy

§ 530.20.10 Realtime Unedited Transcript

1. (a) Effective June 1, 1996, the Judicial Conference defined the category of "realtime unedited transcript" as "a draft transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during the proceedings or immediately following adjournment." JCUS-MAR 96, p. 26.
2. (b) The Judicial Conference approved transcript fee rates for realtime unedited transcripts provided by certified realtime reporters to establish the maximum page rate authorized for the provision of realtime services, including the production and distribution of realtime unedited transcripts. **See:** Current maximum transcript rates on the Court Reporting page of the J-Net.

Note: At its September 2011 session, the Conference amended the maximum realtime transcript rate policy adopted in March 1999 to eliminate the requirement that a litigant who orders realtime services in the courtroom must purchase a certified transcript (original or copy) of the same pages of realtime unedited transcript at the regular rates, effective January 1, 2012. JCUS-SEP 11, p.30-31.

§ 530.20.20 Transcripts in CJA Multi-Defendant Cases

1. (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. CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies; or, 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. The cost of such duplication will be charged to the CJA appropriation. A court reporter could also furnish duplication services at the commercially competitive rate. **See:** Guide, Vol 7A, § 320.30.30 (Commercial Duplication in Multi-Defendant Cases) and JCUS-SEP 87, p. 95.
2. (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. The AO estimates that ten cents per page would be a maximum copy rate, with such rate often lower and rarely higher. Commercial rates should be monitored by the court on a periodic basis to ensure accuracy and compliance with the guideline.
3. (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).

§ 530.25 Notification of Fees

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 82, p. 9. Courts should instruct clerks of court to notify members of the bar of the fee rates and format

Transcript Fees

Volume 6 of *The Guide to Judiciary Policies*

Chapter 5: Transcripts

§ 530 Fees

§ 530.10 Fee Schedule Determination

1. (a) "The Conference, pursuant to 28 U.S.C. § 753(f) authorized district courts to prescribe fees which court reporters may charge and collect for transcripts requested by the parties, including the United States, at the following rates." JCUS-MAR 80, pp. 17-18. See: Current maximum transcript rates on the Court Reporting page of the J-Net.
2. (b) Each district court must adopt a schedule of transcript fees for reporters and transcribers, subject to maximum rates established by the Judicial Conference. The Conference has established six transcript categories based on delivery times and whether the transcript is in draft form or certified, and has set a maximum rate for each. Neither the parties, nor the reporter, nor the transcriber, nor the court may 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. Fees may be negotiated lower than the court approved rates. Courts should set fees in each jurisdiction with regard to production costs, up to the maximum authorized by the Judicial Conference.

§ 530.15 Statutory Authority

1. (a) "The reporters must 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." 28 U.S.C. § 753(c).
2. (b) "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 or she must not charge a fee for any copy of a transcript delivered to the clerk for the records of the 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*, must be paid by the United States out of money appropriated for that purpose. Fees for transcripts furnished in proceedings brought under section 2255 of this title to persons permitted to sue or appeal *in forma pauperis* must 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* must 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." 28 U.S.C. § 753(f).

regulations established by the Judicial Conference and the procedure for addressing issues regarding fees charged.

§ 530.30 Judge Ordered Transcripts

§ 530.30.10 Regular and Temporary (Salaried) Reporters

1. (a) Title 28 U.S.C. § 753(b) sets forth the duties and responsibilities of official court reporters, including the responsibility to provide certified transcripts without charge to a requesting judge. With regard to transcript requests from parties, § 753(f) provides that court reporters may charge and collect fees from parties ordering transcripts at rates prescribed by the court, subject to the approval of the Judicial Conference.
2. (b) The Conference has set maximum transcript rates based in part on whether the transcript is an original or a copy. Questions have been raised as to whether the original or copy fee applies when a party requests a transcript that was originally produced at the request of a judge. 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, the Committee agreed 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. On recommendation of the Committee, the Conference amended its transcript fee policy to make 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 09, pp. 28-29. **See: § 510.20 (Transcripts for the Court).**

§ 530.30.20 Contract Court Reporters

1. (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 under the requirement to provide original transcripts at no charge to a district or magistrate judge.
2. (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

"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. Accordingly, neither the Department of Justice nor the Administrative Office of the United States Courts may pay for such transcripts from their appropriations.... However, reporters whose services are obtained on a contractual basis are entitled to payment, from the Administrative Office," when such transcript is ordered by the court. **See: Comptroller General Decision B-184875 (June 11, 1976).**

§ 530.35 Setting Transcript Rates by the Court

The Conference, pursuant to 28 U.S.C. 753(f), authorized district courts to prescribe fees which court reporters may charge and collect for transcripts requested by the parties, including the United States, up to maximum rates set by the Judicial Conference. **See: Maximum Transcript Rates page on J-Net.**

In setting the transcript rates to be charged by the court reporters in each area, the district court should 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. Litigants and parties have the privilege and right to order transcripts at the rate fixed by each district court, not to exceed the above maximum rates. A notice of the rates established by the district courts and of the reporter's obligation to furnish transcripts at those rates and under those conditions must be published in a conspicuous place or otherwise disseminated to the public. No other types of transcripts are authorized, other than those approved by the Judicial Conference. JCUS-MAR 80, pp. 17-18.

§ 530.40 Justifying Higher Rates

"The Committee [on Court Administration (now under jurisdiction of the Judicial Resources Committee)] recognized that situations may exist in some specific districts justifying higher rates for those districts alone. Upon the recommendation of the Committee, the Conference authorized the Director of the Administrative Office to increase transcript rates for original transcripts only [not copies or realtime unedited transcript] 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 81, pp. 7-8.

§ 530.40.20 Procedure for Requesting Higher Rates

1. (a) Court

1. (1) The chief judge of the district court must submit an analysis to the Director of the AO supporting:
 - the amount of higher rate requested;
 - for which types of transcript (ordinary, 14 day, expedited, daily, and hourly); and
 - its impact on total and net income derived by official court reporters based on annual average transcript production.
2. (2) The analysis must include a justification based on the following information:
 1. (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.
 2. (B) 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.

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.

3. (C) Using the 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 3-5 year period.

2. (b) The AO will:
 1. (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. (2) evaluate the court reporter turnover; and
 3. (3) after this comparison, the Director will notify the chief judge whether the increase is justified and, if justified, the effective date of the rate change.

§ 530.45 Scope

The maximum rates adopted by the Judicial Conference apply to:

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

§ 530.45.10 Billing Responsibility

All reporters and transcribers are responsible for correct billings. Billings must be monitored by the court reporting supervisor, and certified as correct by the court reporter or transcriber.

§ 530.45.20 Purchases

Copies of audio cassettes and digital audio compact disks when the original record was taken by electronic sound recording may be purchased from the court under the Miscellaneous Fee Schedule. Transcription of audio recordings of court proceedings recorded using electronic sound recording systems, may be purchased through the court at rates set by the court up to the maximum rates approved by the Judicial Conference.

§ 530.50 What the Fees Include

§ 530.50.10 Services Descriptions	
Item	Description
(a) Transcript Production	The fees cover all costs of transcript production.
(b) Original Fees	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. Only one charge under the rate schedule (whether it represents the original or a copy) is permitted for multi-defendant cases involving CJA-represented defendants.
(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 Fees	A copy fee is charged if the party orders and receives a copy. Only one charge under the rate schedule (whether it represents the original or a copy) is permitted for multi-defendant cases involving CJA-represented defendants.
(e) Fees 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	Realtime reporting technologies allow the stenotype or stenomask record to be electronically transcribed in the courtroom using software that translates the stenotype/stenomask recording instantaneously and displays it on a monitor in front of the reporter, judge, attorneys or other participants. A realtime "feed" is the electronic data flow from the court reporter to the computer of each person or party ordering and receiving the realtime transcription in the courtroom.

§ 530.50.20 Fee Calculation Examples

The page rates used in these examples are changed periodically by the Judicial Conference, and should be verified on the [Maximum Transcript Rates](#) page on J-Net.

1. (a) *A defense attorney in a multi-defendant CJA case orders an original and two copies of an ordinary transcript of 100 pages.*
2. The court reporter may charge the party the original ordinary transcript rate per page for the original transcript. At the request of the CJA attorney, the original transcript may be delivered in paper copy or electronic format for the defender to make and provide copies

to any other CJA parties in the case needing a copy. Additional paper copies may be provided to other defense counsel at the commercially competitive copy rate as approved by the court. In this example:

- the charge for the original ordinary transcript would be: $\$3.65 \times 100 \text{ pages} = \365 ;
 - the charge for the first copy, billed at the commercially competitive rate, would be: (estimated) $\$.10 \times 100 \text{ pages} = \10 ; and
 - the charge for the second copy, billed at the commercially competitive rate would be: (estimated) $\$.10 \times 100 \text{ pages} = \10 .
3. (b) *A party in a civil case requests daily transcript copy and two copies of a trial generating 200 pages per day.*
1. (1) The charge to the private attorney would be the:
 - original daily transcript rate ($\$6.05$ per page in this example) for the original;
 - first copy daily transcript rate ($\$1.20$ per page in this example); and
 - additional copy daily transcript rate ($\$.90$ per page in this example) for the second (multi-page transcript) copy to the same attorney.
 2. (2) The charges per day would be:
 - $\$6.05 \times 200 \text{ pages} = \$1,210$ for the daily copy;
 - $\$1.20 + \$.90 = \$2.10 \times 200 \text{ pages} = \420 for two copies per day.
 3. (3) Any copies to opposing counsel would be charged at $\$1.20$ for the first copy and $\$.90$ per page for additional paper or electronic copies.
4. (c) *A defense attorney orders a realtime transcript feed from a certified realtime reporter. The realtime feed generates 150 pages of transcript. The certified realtime reporter charges the current rate per page of realtime transcript for one feed, based on the tiered rate structure..*

The charge to the defense attorney would be: $\$3.05 \times 150 \text{ pages} = \457.50 for one realtime transcript feed.

5. (d) *A defense attorney orders a realtime transcript feed from a certified realtime reporter. The opposing counsel orders two feeds for the same realtime transcript. The realtime feed generates 150 pages of transcript. The certified realtime reporter charges an equal rate per page of realtime transcript for each feed ordered, based on the tiered rate structure..*
0. (1) The charge to the defense attorney would be: $\$2.10 \times 150 \text{ pages} = \315 for one realtime transcript feed.
 1. (2) The charge to the opposing counsel for two realtime feeds would be:
 - $\$2.10 \times 150 \text{ pages} = \315 for the first feed;
 - $\$2.10 \times 150 \text{ pages} = \315 for the second feed;
 - totaling $\$630$ for both feeds.

<p>§ 530.55 Items for Which No Fee May Be Charged</p>
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Item	Description
(a) Transcript copy filed with the Court	A party may not be charged for any transcript provided to the clerk of court as the court's copy.
(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 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. Any certified transcript, previously produced by a reporter without charge to a judge, and subsequently requested by a party may be charged only at the copy fee rate. 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.
(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.
(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.
(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.
(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.

§ 530.60 Permissible Extra Fees

§ 530.60.10 Subsistence Cost for Reporters

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 transcript, the reporter may bill the party for the subsistence costs of other reporters or auxiliary personnel. These costs are authorized up to the amount of travel subsistence that a government employee may be reimbursed for the same travel. Compensation for auxiliary personnel as an attendance fee, however, is not billable to the party.

§ 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 the Court of Appeals

§ 530.70.10 Ordering Responsibility

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.

§ 530.70.20 Filings

The reporter or transcriber must prepare an original and a certified copy whenever a certified transcript is ordered. The original transcript is delivered to the party, and the certified copy is filed with the clerk's office. No additional fee is charged the party if the copy from the clerk's records is forwarded as part of the record on appeal.

§ 530.70.30 Payment Form

Transcripts for appellants proceeding under the CJA or in forma pauperis are to be paid by the United States out of money appropriated for such purposes.

§ 530.70.40 Prepayment

Reporters or transcribers may request prepayment of fees before beginning transcript preparation, except they may not request prepayment by the United States government. Some circuits require that a portion of the prepayment be held in escrow, however, until the transcript is prepared.

§ 530.70.50 Temporary Retention of Transcript Deposits by Clerk of Court

The clerk of court may receive and hold transcript fee deposits 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. The court's authority is the Court Reporter Act, 28 U.S.C. § 753, and the Judicial Conferences March 1982 resolution concerning management of court reporters. JCUS-MAR 82, pp. 8-12.

§ 530.70.60 Fees for Transcripts to Be Paid by Parties

See: § 540 (Transcripts for Cases on Appeal).

1. (a) Rule 10, Federal Rules of Appellate Procedure (The Record on Appeal)
2. "At the time of ordering, a party must make satisfactory arrangements with the reporter for payment of the cost of the transcript."
3. (b) Judicial Conference Policy
4. "That the Judicial Conference reaffirm its September 1963, decision that no court reporter is authorized to receive payment of a fee for providing a transcript for the clerk's office in the preparation or perfection of an appeal. It is also recommended that the Conference approve the policy that a reporter may charge a party only for transcript ordered by and delivered to the party and that the reporter must bear the expense of providing a copy of a transcript to be filed with the clerk of the district court and a copy to be submitted to the court of appeals, if required. It is further suggested that the Ninth and Tenth Circuit Courts of Appeals should review their requirements that a copy of the transcript be retained in the district court since it duplicates the copy of the transcript that is submitted to the court of appeals." JCUS-SEP 83, p. 51.
5. (c) Cases Covered
 1. (1) Appeals to a Circuit from a District Court

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. 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. (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.

6. (d) Late Delivery of Transcripts
 1. (1) Judicial Conference Policy

"That for a transcript of a case on appeal not delivered within 30 days of the date ordered and payment received therefor, or within such other time as may be prescribed by the circuit council, the reporter may charge only 90 percent of the prescribed fee; that for a transcript not delivered within 60 days of the date ordered and, payment received therefor, or within such other time as may be prescribed by the circuit council, the reporter 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. In the case of a transcript which is subject to Fed. R. App. P. 11(b), the reduction in fee may be waived by the clerk of the court of appeals for good cause shown. Nothing contained herein should be construed as sanctioning untimely delivery, nor should this provision be considered the only penalty that could be imposed by the court or circuit council on habitual offenders." JCUS-MAR 82, p. 10.

2. (2) Penalties

Late delivery of transcripts impedes the work of the courts. 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. Additionally, the district courts or circuit councils may impose other penalties. One such penalty would be to require the reporter to compensate a courtroom substitute while the reporter prepares the overdue transcripts.

3. (3) Waiver by Clerk of the Court of Appeals

While true hardship cases may arise occasionally, 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. 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. A waiver must be granted separate and apart from the request for an extension of time by the court reporter or transcriber.

4. (4) Monitoring by Supervisor

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

5. (5) Overcharging

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

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

1. (a) Judicial Conference Policy
2. "In appeal cases in forma pauperis in which the transcript is furnished at government expense, the Director of the Administrative Office was instructed to authorize payment for as many carbons [copies] as are required to perfect the appeal by the rules of court." JCUS-OCT 46, p. 12.
3. (b) Cases Covered
 1. (1) Appeals to a Circuit from the District Court may only be paid for under one of the following categories:
 1. (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.

2. (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 Section 2255 of Title 28.

2. See: § 550 (Criminal Justice Act (CJA) and In Forma Pauperis Proceedings) and BOC 2532.

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

The Court Reporter Act, 28 U.S.C. § 753(f), provides that the government will pay for transcripts on appeal when the party requesting the transcript has been granted pauper 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. This is the same determination that is made in the course of an appeal in a civil case before the district court.

5. (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.

6. (4) Transcripts Required for District Judge Review of 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.

7. (5) Transcripts Which May Be Paid From the 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, and a transcript is deemed necessary, the court may authorize payment from the court's non-appropriated fund.

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

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. Payments for transcripts ordered by federal public or community defenders will be paid by means of a Form AO 435 (Transcript Order) or equivalent document. Only transcripts ordered on a

Form CJA 24 require prior judicial approval. Payments to court reporters are subject to post audit by the Administrative Office. See: § 550 (Criminal Justice Act and In Forma Pauperis Proceedings).

1. (c) Using the Billing with Annotated Information in Lieu of Form SF 1034 (Public Voucher for Purchases and Services Other than Personal)

1. (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. Funding codes information will be disseminated to each court at the beginning of every fiscal year in the Allotment Guidelines for General Authorizations. 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 – the transcript rate, which must not exceed the maximum rates approved by the Judicial Conference, must be stated.
2. (2) Court-Ordered Transcript

In addition to § 530.75(c)(1), above, if the transcript is court ordered from a contract reporter, state the name and title of the judicial official who ordered the transcript.

3. (3) In Forma Pauperis

In addition to § 530.75(c)(1), above, 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:

1. (A) Certified Copy of Court Order
2. The invoice (or alternative 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.
3. (B) Certification
 1. (i) In cases appealed to a court of appeals, there must be attached to the invoice (or alternative 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.
 2. (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).

4. (C) Civil Actions on Appeal
5. In the instance of civil actions on appeal (other than habeas corpus or Section 2255), the invoice (or alternative Form SF 1034) must include all items (A) and (B) above and:
 1. (i) Type of civil appeal (e.g., civil rights, prisoner's petition, private party)
 2. (ii) Number of copies chargeable to the federal judiciary and the distribution of such copies
 3. (iii) Condemnation Hearings and Proceedings
 4. 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 alternative Form SF 1034) must be supported by:
 1. (a) a certified copy of the court order allowing the transcript and specifying the number of copies to be furnished, and
 2. (b) the number of copies chargeable to the federal judiciary and the distribution of such copies.
 5. (iv) Transcripts from State Court Proceedings Ordered by a Judicial Officer
 6. 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.
2. (d) Filing the Invoice or Alternative Form SF 1034
 1. (1) The original and first copy must be submitted to the clerk of court or designated approving official with:
 0. (A) an invoice billing the court and referencing the case number, category of transcript ordered, total number of pages, and page rate; and
 1. (B) other supporting documentation required.
 2. (2) The second copy should be retained in the court reporter's files.
3. (e) Payment
 1. (1) Services claimed on the billing or SF 1034 are usually paid by the clerk of court or designated disbursing officer who certifies and pays vouchers on the basis of the approving officer's prior approval. Payments may not be made in advance of the rendering of services. A single authorization may be used to support a series of vouchers.
 2. (2) Payment to Contract Court Reporters
 0. (A) Terms of Contract and Maximum Fee Rates

All fees are set by the terms of the contract, subject to the maximum fee rates established by the Judicial Conference.

1. (B) Transcripts Ordered by the Court

"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. Courts may not pay for a transcript ordered by and furnished to a party not proceeding in forma pauperis on appeal.

2. (C) Copy to the Clerk

When a contractor produces a transcript at the request of a party or a judge, the contract reporter must concurrently deliver a copy to the clerk of court at no charge.

§ 530.80 Routine Apportionment of Transcript Rates

§ 530.80.10 Judicial Conference Policy

1. (a) "That the furnishing of accelerated transcript services in criminal proceedings should be discouraged, however, recognizing that there are some circumstances in which such transcript services are necessary and required by either the prosecution or the defense, or both, accelerated transcript services may be provided." JCUS-MAR 80, p. 19; JCUS-SEP 86, p. 90.
2. (b) "That in those cases where accelerated transcript services are provided, the party from whom the request or order emanates must pay for the original, and if the requesting or ordering party is other than defense counsel appointed under the Criminal Justice Act, the CJA counsel must be entitled to a copy at the copy rate." JCUS-MAR 80, p. 19; JCUS-SEP 86, p. 90.

§ 530.80.20 Court Action

Courts should ensure that the court reporting services management plan prohibits the routine apportionment of accelerated transcript costs among parties in criminal proceedings. See: Guide, Vol 6, § 130 (Court Reporting Management Plan and Court Reporting Supervisor).

§ 530.85 Electronic Sound Recording Files

§ 530.85.10 Introduction

1. (a) The court may have transcripts prepared by professional transcription services. 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. See: Guide, Vol 6, § 380.20 (Preparation of Transcripts from Electronic Sound Recordings).
2. (b) Court employees, other than court reporters, may not retain fees for preparation of official transcripts even if prepared on their own time. If a court employee, other than court reporters, produces a transcript for a private party, the fees for such must be deposited into the United States Treasury.

§ 530.85.20 Judicial Conference Policy

1. (a) "The Conference approved an amendment...of the regulations of the Director to provide that the rates and conditions for transcripts prepared by electronic recording of proceedings before magistrate judges be the same rates and conditions established by the Conference for transcripts prepared by an official court reporter." JCUS-SEP 77, p. 64.
2. (b) "For transcribing a record of any proceeding by a regularly employed member of the bankruptcy court staff who is not entitled by statute to retain the transcript fees for his or her own account, a charge must be made at the same rate and conditions established by the Judicial Conference for transcripts prepared and sold to parties by official court reporters." JCUS-MAR 81, p. 14.

§ 530.85.30 General Counsel Opinion

1. (a) "Official court reporters are the only court employees who may receive compensation other than their salary for the performance of official duties, namely fees for the preparation of transcripts." OGC Memorandum, June 8, 1983.
2. (b) "When the court designates a non-reporter employee to transcribe the record of a courtroom proceeding, that employee produces the transcript as part of his or her official duties.... That employee is entitled, therefore, to work on the transcript during regular working hours and to have all supplies furnished by the government. Any fee collected for the transcript represents a reimbursement to the government of the costs of having a non-reporter employee prepare the transcript and must be paid into the Treasury pursuant to 31 U.S.C. § 3302(b). The retention of these fees by a non-reporter employee could offend the spirit if not the letter of the criminal statutes on conflict of interest." 18 U.S.C. § 201(g), § 209.

§ 530.85.40 Reproduction of Recordings of Proceedings

1. (a) 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 miscellaneous fee schedule in effect. See: District Court Miscellaneous Fee Schedule and Bankruptcy Court Miscellaneous Fee Schedule on the J-Net.
2. (b) This provision does not apply to reporters' backup audio recordings used to augment the court reporter's steno notes.

§ 530.90 Certification of Transcript Rates

1. (a) Judicial Conference Policy
2. "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 82, p. 9.
3. (b) Certification

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 Sanctions for Overcharging

1. (a) Judicial Conference Policy
2. "That to insure compliance with regulations of the Judicial Conference, 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 82, p. 9.
3. (b) Retention of Deposits
4. As part of its management responsibility, the clerk of court may receive and hold transcript fee deposits and other payments as an incentive to the court reporter to fulfill transcript orders on time.
5. (c) Monitoring
6. The court reporting supervisor must monitor fees charged for transcripts including reviewing invoices and vouchers for compliance with the court's approved fee schedule and any fee reductions imposed for late delivery.
7. (d) Refunding
8. 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.
9. (e) Termination
10. Reporters who intentionally overcharge should be terminated. Courts are advised to discontinue using transcription services which intentionally overcharge.

US 2011



ADMINISTRATIVE OFFICE OF THE
UNITED STATES COURTS

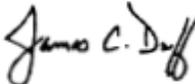
JAMES C. DUFF
Director

WASHINGTON, D.C. 20544

April 14, 2011

MEMORANDUM

To: Chief Judges, United States Courts
Circuit Executives
Federal Public/Community Defenders
District Court Executives
Clerks, United States Courts

From: James C. Duff 

RE: AMENDMENT TO MAXIMUM FEES FOR REALTIME SERVICES **(INFORMATION)**

At its March 2011 session, the Judicial Conference amended the maximum fees for realtime services. The amended fees are based on the number of realtime connections (feeds) provided by a certified realtime court reporter as follows:

- One feed, the ordering party pays \$3.05 per page;
- Two to four feeds, each party receiving a feed pays \$2.10 per page; or
- Five or more feeds, each party receiving a feed pays \$1.50 per page.

Under the new maximum fees for realtime services, all parties to the case who receive a realtime feed pay the same amount for the services that are received. If a court reporter provides two or more feeds to the same party to the case, the reporter may charge for each feed provided based on the total number of feeds ordered.

Each court may adopt a schedule of transcript fee rates subject to the maximum rates established by the Judicial Conference. Realtime services ordered prior to the date of a court's adoption of the new rates should be billed at the rates in effect at the time the realtime order was placed with the official court reporter. Court reporter contracts may be adjusted in accordance with the terms and conditions of the contract agreement. A revised Schedule of Maximum Rates is available at: http://jnet.ao.dcn/District/Court_Reporting/Transcript_Fees.html.

If you have any questions concerning the amended maximum fees for realtime services, please contact Robin Cole in the District Court Administration Division at 202-502-3289.



ADMINISTRATIVE OFFICE OF THE
UNITED STATES COURTS

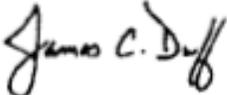
JAMES C. DUFF
Director

WASHINGTON, D.C. 20544

June 17, 2009

MEMORANDUM

To: Clerks, United States District Courts
Official Court Reporters

From: James C. Duff 

RE: FEES FOR COPIES OF TRANSCRIPTS (INFORMATION)

At its March 17, 2009, session, the Judicial Conference amended its policy on transcript fees. This amendment prohibits official court reporters from charging an original transcript fee for a transcript that has already been produced at the request of a judge.

The Court Reporters Act provides for the appointment, compensation, and job responsibilities of official court reporters, and it requires that official court reporters provide a certified transcript without charge to the court when requested (28 U.S.C. § 753(b)). Any order for a transcript that has already been produced for a judge should be assessed the copy fee and should not be treated as a request for an original transcript.

This policy does not apply to realtime unedited transcripts provided to judges or parties. The Court Reporters Manual, which is Volume 6 of the *Guide to Judiciary Policies and Procedure*, will be updated to include this Judicial Conference policy. Please direct any questions to Ed Baca of the District Court Administration Division at 202-502-1570.

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED		SCHEDULE NO.		
		CONTRACT NUMBER AND DATE		PAID BY		
		REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT B/L NUMBER		
SHIPPED FROM		TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</small>	QUAN- TITY	UNIT PRICE		AMOUNT <small>(1)</small>
				COST	PER	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR = \$	EXCHANGE RATE = \$1.00	DIFFERENCES		
		BY 2	Amount verified, correct for payment			
		TITLE	(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2		(Title)		
ACCOUNTING CLASSIFICATION						
P A I D B Y \$	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE 3		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	TITLE

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 62b and 62c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge of the payment obligation.

AO 435 (Rev. 04/11)				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. MAILING ADDRESS			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							
<input type="checkbox"/> APPEAL		<input type="checkbox"/> CRIMINAL		<input type="checkbox"/> CRIMINAL JUSTICE ACT		<input type="checkbox"/> BANKRUPTCY	
<input type="checkbox"/> NON-APPEAL		<input type="checkbox"/> CIVIL		<input type="checkbox"/> IN FORMA PAUPERIS		<input type="checkbox"/> 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)	
<input type="checkbox"/> VOIR DIRE				<input type="checkbox"/> TESTIMONY (Specify Witness)			
<input type="checkbox"/> OPENING STATEMENT (Plaintiff)							
<input type="checkbox"/> OPENING STATEMENT (Defendant)							
<input type="checkbox"/> CLOSING ARGUMENT (Plaintiff)				<input type="checkbox"/> PRE-TRIAL PROCEEDING (Specy)			
<input type="checkbox"/> CLOSING ARGUMENT (Defendant)							
<input type="checkbox"/> OPINION OF COURT							
<input type="checkbox"/> JURY INSTRUCTIONS				<input type="checkbox"/> OTHER (Specify)			
<input type="checkbox"/> SENTENCING							
<input type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES				
14-Day	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES				
EXPEDITED	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES				
DAILY	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES				
HOURLY	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES				
REALTIME	<input type="checkbox"/>	<input type="checkbox"/>					
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 TOPICK OF TRANSCRIPT				TOTAL REFUNDED			
PARTY RECEIVED TRANSCRIPT				TOTAL DUE		0.00	

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.

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.

§ 520 Transcript Format

§ 520.10 Introduction

The Judicial Conference prescribed the transcript format in 1944 to assure that each party is treated equally throughout the country. JCUS-SEP 44, Appendix. Although the Conference has made some adjustments from time to time, the format has remained substantially the same. It is essential that the format requirements 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. The per-page transcript rates are based on strict adherence to the prescribed format. The format standards incorporate government standards for archival materials and assure that all transcript produced in federal courts is produced on the same basis.

§ 520.13 Judicial Conference Policy

1. (a) Transcripts may be sold via electronic media in portable document format (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.

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 12, p. __.

2. (b) To conform to available technology, the Judicial Conference approved an amendment to the transcript format guidelines to delete the requirement that words be hyphenated at the end of a line of transcript text. JCUS-MAR 95, p. 22.
3. (c) The Conference modified the transcript format guidelines to provide an exception to the requirement that each page of transcript contain 25 lines of text. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions in jury trials when the transcript is produced under the daily or hourly delivery schedule, and the exception is approved by the presiding judicial officer. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript which includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review. JCUS-MAR 96, pp. 26-27.

§ 520.16 Compressed Transcript

As with electronic media, court reporters and transcribers who have the capability may sell compressed transcripts on a per page basis. However, there is no requirement to provide such service.

§ 520.20 Realtime Unedited Transcript

Realtime unedited transcript sold on any electronic media may be in ASCII format, or any other format requested by the ordering party and agreed to by the court reporter. It must include any notations made to the electronic file by the ordering party during proceedings. Electronic media may not contain any protection or programming codes that would prevent copying or transferring the data. The transcript format guidelines prescribed by the Judicial Conference apply to realtime unedited transcript with the following exceptions:

1. (a) Realtime unedited transcript sold via electronic media may be in portable document format (PDF), ASCII format, or any other format requested by the ordering party and agreed to by the court reporter.
2. (b) It should include any notations made to the electronic file by the ordering party during proceedings.
3. (c) Electronic files may not contain any protection or programming codes that would prevent copying or transferring the data.
4. (d) The transcript format guidelines prescribed by the Judicial Conference apply to realtime unedited transcript with the following exceptions:
 1. (1) Realtime unedited transcript must be clearly marked as such with a header or footer which appears at the top or bottom of each page of transcript stating, "Realtime Unedited Transcript Only."
 2. (2) The realtime unedited transcript must not include an appearance page, an index, or a certification.
 3. (3) The electronic media label may be of a different color than that used on other electronic media containing the text of certified transcript and stamped with the words, "Realtime Unedited Transcript Only."

§ 520.23 Paper

The format standards for paper transcript incorporate government standards for archival materials, as well as assure that all transcript produced in federal courts is produced on the same basis, whether by official staff, contract, or substitute reporters, or by transcription companies.

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

§ 520.26 Ink Color

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

§ 520.30 Preprinted Marginal Lines

The use of preprinted solid left and right marginal lines is required. The use of preprinted top and bottom marginal lines is optional. All preprinted lines must be placed on the page so that text

actually begins 1-3/4 inches from the left side of the page and ends 3/8 inch from the right side of the page.

§ 520.33 Line Numbers

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

§ 520.36 Typing

§ 520.36.10 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

1. (a) Line of Text Per Page Requirement
2. Each page of transcription is to contain 25 lines of text. The last page may contain fewer lines if it is less than a full page of transcription. Page numbers or notations cannot be considered part of the 25 lines of text.
3. (b) Exception
4. 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. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions. 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. This modification will make it easier for a judge to provide portions of a transcript to a jury for review.

§ 520.36.20 Margins

Typing is to begin on each page at the 1-3/4 inch left margin and continue to the 3/8 inch right margin.

§ 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

1. (a) Q and A
 1. (1) All "Q" and "A" designations must begin at the left margin. A period following the "Q" and "A" designation is optional. The statement following the "Q" and "A" must begin on the fifth space from the left margin. Subsequent lines must begin at the left margin. **See: Appx 5A (Sample Transcript).**

2. (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. In the transcript, each question and answer read from a deposition must be preceded by a quotation mark. At the conclusion of the reading, a closing quotation mark must be used.
2. (b) Colloquy
3. Speaker identification must begin on the tenth space from the left margin followed directly by a colon. The statement must begin on the third space after the colon. Subsequent lines must begin at the left margin.
4. (c) Quotations
5. 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

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. At the discretion of the transcriber, simultaneous discussions may also be noted in this manner. **See: Appx 5A (Sample Transcript).**

§ 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. **See: Appx 5A (Sample Transcript).**

§ 520.36.50 Page Heading (Also Known as "Headers")

A page heading is brief descriptive information noted to aid in locating a person and/or event in a transcript. A page heading must be provided on each page of witness testimony; a page heading is optional for other types of persons and/or event notations. Listing the last name of the witness or other party and the type of examination or other event is sufficient. Page headings must appear above line 1 on the same line as the page number. This information is not to be counted as a line of transcript. **See: Appx 5A (Sample Transcript).**

§ 520.36.55 Parenthetical Notations

Parenthetical notations are generally marked by parentheses; however, brackets may be used. Parenthetical notations must begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin. Parentheses are used for:

- customary introductory statements such as call to order of court or swearing in a witness, and
- indicating non-verbal behavior, pauses, and readback/playback.

For types of parenthetical notations, **see: § 520.40.20(a). See also: Appx 5A (Sample Transcript).**

§ 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.

1. (a) Striking of Portions of the Proceeding
2. 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. **See: Appx 5A (Sample Transcript).**
3. (b) Editing of Speech
 1. (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. **See: Appx 5A (Sample Transcript).**
 2. (2) In the interest of readability, however, 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.
4. (c) Reporting of Audio/Video Recordings
5. 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.
6. (d) Private Communications and Off the Record Conversations
7. Private communications and off the record conversations inadvertently recorded must not be included in the transcript. **See: Appx 5A (Sample Transcript).**
8. (e) Call to Order, Swearing in, or Affirmation of Witnesses or Jurors
 1. (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. (2) These must appear in parentheses and begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.
 3. (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).
9. (f) Identification of Speaker
 1. (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. (2) Proper Transcript:

Speaker	Identification
the judge	THE COURT
attorney	MR., MRS., MS., OR MISS. + (last name)
witness	THE WITNESS (in colloquy)
interpreter	THE INTERPRETER
defendant (in criminal cases)	THE DEFENDANT

See: Appx 5A (Sample Transcript).

10. (g) Testimony Through Interpreter

11. 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. **See:** Appx 5A (Sample Transcript).

§ 520.40.20 Nonverbal

1. (a) Designation of Portions of Proceedings and Time of Occurrence (Parenthetical Notations)
2. Parenthetical notations in a transcript are a court reporter's or electronic court recorder operator's own words, enclosed in parentheses, recording some action or event. Parenthetical notations should be as short as possible consistent with clarity and standard word usage.
3. The following parenthetical notations should be used to designate portions of proceedings. Designations requiring a time notation are listed first:
 1. (1) 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.)
2. **See:** Appx 5A (Sample Transcript).
 3. (2) Jury In/Out

Examples:

- (Jury out at 10:35 a.m.)
 - (Jury in at 10:55 a.m.)
4. 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.
 5. (3) Defendant Present/Not Present

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

6. (4) Bench/Side Bar Conferences

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.

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)
7. See: Appx 5A (Sample Transcript).
 8. (5) Discussions off the Record

This designation must note where the discussion took place.

9. (6) Chambers Conferences

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

Examples:

- (Discussion off the record in chambers with defendant not present)
 - (Discussion on the record in chambers with defendant present)
4. (b) Speaker/Event Identification
 5. References to speakers and events that occur throughout proceedings must be properly noted in capital letters and centered on the appropriate line.
 6. 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
7. **See:** Appx 5A (Sample Transcript).
8. (c) Nonverbal Behavior, Pauses
9. 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.) If counsel or the court refers to the witness's affirmative or negative gesture, parenthetical phrases may be used to indicate physical gestures.
10. Examples:
- (Nods head up and down)
 - (Shakes head from side to side)
 - (Indicating)
11. **See:** Appx 5A (Sample Transcript).
12. (d) Readback/Playback
13. All readbacks and/or playbacks, and the party requesting must be noted parenthetically as follows:
- 0. (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)

See: Appx 5A (Sample Transcript).
 - 1. (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)
14. (e) Indiscernible or Inaudible Speech on Electronic Sound Recording
- 0. (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."
 - 1. (2) Every effort must be made to produce a complete transcript. The indication "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:

1. (a) court name;
2. (b) district;
3. (c) case name;
4. (d) civil or criminal docket case number;
5. (e) name and title of judge or other judicial officer presiding;
6. (f) type of proceeding;
7. (g) date and time of proceeding;
8. (h) volume number (if multi-volume);
9. (i) name and address of each attorney and name of party represented;
10. (j) whether a jury was present;
11. (k) if steno based, court reporter's name, address, and telephone number;
12. (l) if electronic sound recording equipment based, audio operator's name, plus name, address, and telephone number of transcription company;
13. (m) method by which the proceedings were recorded, and
14. (n) method by which the transcript was produced.

Note: Examples of this statement include the following:

1. (1) Proceedings recorded by mechanical stenography, transcript produced by notereading.
2. (2) Proceedings recorded by mechanical stenography, transcript produced by computer.
3. (3) Proceedings recorded by shorthand/stenomask, transcript produced from dictation.
4. (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

1. (a) The index must indicate the pages at which each of the following begins:
 - o direct examination,

- cross-examination,
 - redirect examination,
 - recross-examination,
 - further redirect examination, and
 - recall of each witness.
2. (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, or
 - WITNESSES FOR THE DEFENSE
 3. (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 set forth in its own separate volume, consisting of a compilation of all of the individual indexes. **See:** Appx 5A (Sample Transcript).

§ 520.46.30 Keyword Indexing Service

No charge is permitted in addition to the normal page rates for keyword indexing services. 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

1. (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.
2. (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.
3. (c) The page number does not count as a line of transcript.
4. (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:

1. (a) Each volume of transcript must be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings. Pages may be numbered consecutively for each volume of transcript, with the cover page of each volume designated page 1. Using this method, page numbers will begin with a volume number followed by the page number.
2. Examples:

- 1-14 (Volume 1, page 14)
- 2-54 (Volume 2, page 54)
- 3. (b) If preferred, the pages may be numbered consecutively for an entire multiple-volume transcript.
- 4. Examples:
 - 56 (Volume 1, page 56)
 - 521 (Volume 3, page 521)
- 5. **See:** Appx 5A (Sample Transcript).

§ 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

1. (a) The court reporter or transcriber is to authenticate the original transcript and each copy with a certification on the last page.
2. (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.)
3. (c) A rubber stamp with the certifications in the paragraphs below may be used to save time and space.

§ 520.63.20 Reporter's Charge for Certification

If the reporter places the certification on a separate page from any transcript text, then they may NOT charge for the certification page. 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

1. (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

2. (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

3. (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

4. (d) Redacted Transcripts

At the end of the 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

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

There are various software programs that are available to assist court reporters/ transcribers in the redaction process. The use of these programs is permissible, as long as page and line integrity remains intact. 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/ transcriber can charge for providing redacted transcripts to the court for the electronic records of the court.

Appx. 5A: Sample Transcript

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

DENISE M. OLIVER and
ELIZABETH ANN MOODY,

Plaintiffs,

vs.

WILLIAM FOUNDATION HOSPITALS,
C. Z. TORT, F. W. WINSTON,

Defendants.

Docket No. CV 81-1224

St. Louis, Missouri
August 28, 2009

VOLUME III
TRANSCRIPT OF TRIAL
BEFORE THE HONORABLE ROBERT JUSTICE
UNITED STATES DISTRICT JUDGE AND A JURY

A-P-P-E-A-R-A-N-C-E-S

FOR THE PLAINTIFFS:

Guest, Jones & Law
By: Joseph Law, Esq.
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FOR THE DEFENDANTS:

Wills, Miller, Johnson & Smith
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903 West Fourth Street
St. Louis, Missouri 63101

COURT REPORTER:

Mary F. Jones
308 Southcrest Blvd.
St. Louis, Missouri 63101
(314) 539-4567

Proceedings recorded by mechanical stenography,
transcript produced with computer.

HANNAN - DIRECT

1 MR. JONES: That is all I have for this witness.

2 THE COURT: All right. Suppose we recess for a short
3 period now, say 15 minutes.

4 (Recess at 10:30 a.m. until 10:45 a.m.)

5 MR. JONES: If it please the Court, Your Honor, the
6 defendant is ready to proceed. I would like to call Ann
7 Hannan.

8 ANN D. HANNAN, DEFENDANT'S WITNESS, SWORN

9 DIRECT EXAMINATION

10 BY MR. JONES:

11 Q. Would you give your full name, Ann?

12 A. Ann D. Hannan.

13 Q. And where do you live?

14 A. At 425 Rockway Place, Lake Summit.

15 Q. And how have -- I mean, how long have you lived there?

16 A. For about 20 years.

17 Q. And what do you do for a living?

18 A. I work as a checker at Green Grocery on Long Street.

19 Q. How long have you worked there, Miss Hannan?

20 A. I was hired by Clem Staples, I mean, the deceased --

21 MR. PLASKY: I object. Your Honor, I would like the
22 witness's answer stricken from the record as nonresponsive.

23 (Off-the-record discussion at sidebar.)

24 THE COURT: Objection sustained. Will you proceed.

25

HANNAN - DIRECT

3

1 BY MR. JONES:

2 Q. Miss Hannan, how many years did you work as a checker at
3 Green Grocery Store?

4 A. For ten years and maybe three, four months.

5 Q. Did you work all that time?

6 A. (Witness nods.)

7 Q. Was that a yes, Miss Hannan?

8 A. Yeah.

9 Q. Were you ever laid off for any reason?

10 A. No, never, 'cause Mr. Staples seen where I was livin' and
11 he knew I needed the money.

12 Q. Why did you --

13 THE COURT: Pardon me, Counsel, for interrupting you,
14 but I would like to ask the witness one question.

15 I don't understand what you mean by that statement.
16 Please explain what your living conditions were, Miss Hannan.

17 THE WITNESS: They were awful, Judge. The house had
18 no electricity. We only got a water pump two years ago.

19 THE COURT: Thank you.

20 You may proceed, Counsel.

21 MR. JONES: Your Honor, at this time I would like to
22 call the Court's attention to the case of State versus Tilden
23 which states:

24 "On June 20, 1969, the defendant was on his way home
25 and was struck by an automobile which was traveling

1 MR. JONES: That's all I have.

2 THE COURT: Are you sure that there is no more
3 testimony for the record?

4 MR. PLASKY: Nothing further.

5 THE COURT: You may step down. I am going to call a
6 short recess.

7 (Recess from 3:35 p.m. until 4:05 p.m.; all parties
8 present.)

9 THE COURT: You may proceed, Mr. Jones.

10 MR. JONES: May it please the Court. I have a
11 witness, Mary Ramirez, and she only speaks Spanish. I have
12 brought Jorge Lopez, a Spanish teacher who has been officially
13 certified by the U.S. Courts, to act as an interpreter.

14 THE COURT: Yes, Mr. Lopez has acted as an
15 interpreter in this court before.

16 MR. PLASKY: I know Mr. Lopez and agree that he be
17 the interpreter.

18 THE COURT: I will have the deputy clerk administer
19 the oath to Mr. Lopez and then to Mrs. Ramirez.

20 (Interpreter sworn.)

21 MARY RAMIREZ, DEFENDANT'S WITNESS, SWORN

22 DIRECT EXAMINATION

23 BY MR. JONES:

24 Q. What is your name?

25 A. Mary Ramirez.

1 Q. Where do you live?

2 A. Now I live at 245 Davis Road in Summerville, but I just
3 moved there three months ago. I am living with my mother and
4 father in their home.

5 Q. Do you remember the afternoon of July 14, 1979?

6 THE INTERPRETER: I am sorry, I didn't hear the date.
7 Did you say July 14?

8 MR. JONES: Yes.

9 THE INTERPRETER: She said, "Yes."

10 BY MR. JONES:

11 Q. And, where were you on July 14 at about 4:00 p.m.?

12 A. Shopping at SAVE-A-LOT.

13 Q. What time did you get to the store?

14 A. 1:00.

15 MR. PLASKY: Your Honor, may we go off the record?

16 THE COURT: Yes.

17 (Bench conference off the record.)

18 THE COURT: You may proceed, Mr. Jones.

19 MR. JONES: May we have the last question and answer
20 read back?

21 (The last question and answer were read.)

22 BY MR. JONES:

23 Q. At about 4:00 p.m. did you see anything unusual?

24 A. I saw that woman over there (indicating) take a steak and
25 put it in a shopping bag. Her, her (indicating).

RAMIREZ - DIRECT

7

1 Q. You are pointing at the defendant, Lynn Roger, are you
2 not?

3 A. Yes, that woman right there.

4 MR. JONES: Let the record show that the witness has
5 correctly identified the defendant.

6 THE COURT: I would like to make the record clear
7 that

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Exhibit 18.11-A

Page 1 of 1
Date 1/10/88

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF MISSOURI
3 EASTERN DIVISION

4 DENISE M. OLIVER and . Docket No. CV 81-1224
5 ELIZABETH ANN MOODY, .
6 Plaintiffs, . St. Louis, Missouri
7 v. . August 28, 1982
8 WILLIAM FOUNDATION HOSPITALS, . 9:30 a.m.
9 C.Z. TORT, F.W. WINSTON, .
10 Defendants. .
11

12 VOLUME III
13 TRANSCRIPT OF TRIAL
14 BEFORE THE HONORABLE ROBERT JUSTICE
15 UNITED STATES DISTRICT JUDGE, and a jury.

16 APPEARANCES:

17 For the Plaintiffs: Guest, Jones & Law
18 By: JOSEPH LAW, ESQ.
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26 Proceedings recorded by mechanical stenography, transcript produced by
27 notereading.

Exhibit 18.12-A

TEAM 1 - vol 91
DATE: 1/28/98

	THINK				Further	
	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>	<u>Redirect</u>	
1						
2						
3	<u>WITNESSES FOR THE</u>					
4	<u>GOVERNMENT:</u>					
5	Officer Grady Way	5	10	29	31	
6	Sgt. David Best	33	42			
7	<u>WITNESSES FOR THE</u>					
8	<u>DEFENSE:</u>					
9	Charlie D. Hong	63	75			
10	Al A. Bay	80	88	90	98	
11	MOTION: Mr. Defense	55	Denied	58		
12	MOTION: Mr. Defense	60	Denied	60		
13	<u>EXHIBITS:</u>				<u>Marked</u>	<u>Received</u>
14	G-1 Sgt. Best Certification			33	34	
15	G-2 Inspection Certification 12-10-75			36	36	
16	G-3 Inspection Certification 2-27-76			36	36	
17	G-4 Breathalyzer Report and Reading			39	41	
18	D-1 Test Record			61	61	
19	D-2 Test Record			62	62	
20	ARGUMENT: Mr. Defense				84	
21	RESPONSE: Mr. Prosecutor				88	
22	THE COURT: Finding				91	
23						
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