

STATEMENT OF WORK

BPA Solicitation No. **CANDCLERK17**-CtRpt-BPA (May 26, 2017)

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

1. General

A. General Requirements.

The contractor performing work under this BPA shall:

- 1) Attend and record verbatim court proceedings on the dates and at the locations specified in individual orders/calls issued by the District Court of the Northern District of California, located at the following location(s):
450 Golden Gate Ave, San Francisco;
280 South First Street, San Jose;
1301 Clay Street, Oakland;
3140 Boeing Avenue, McKinleyville.
- 2) Incorporate into the record everything spoken by any individual during a proceeding. The contractor shall never consider anything any person says to be “off the record” unless the presiding judicial officer expressly designates a portion of the proceeding as such. The contractor shall preserve the integrity of the record at all times that the record is in his/her possession.
- 3) Promptly produce transcripts of court proceedings when requested by a judge or by any party who has agreed to pay the fees, following the format, delivery time and method, and fee requirements stated in the transcript order.

- 4) For each transcript ordered, deliver one (1) certified copy of the transcript to the clerk of court for the records of the court, in the medium prescribed by the clerk (paper or electronic) without additional charge.
- 5) When requested by a party to redact personal information from a transcript, as permitted by Volume 10, Chapter 3, § 330, Guide to Judiciary Policy, (available at http://www.uscourts.gov/uscourts/FederalCourts/Publications/Guide_Vol010.pdf), the contractor shall make such redactions and deliver a certified redacted transcript to the clerk of court. Delivery of a redacted transcript to the clerk of court shall be in addition to, rather than in lieu of, delivery of the original unredacted transcript.
- 6) Comply with all filing and reporting requirements of this BPA.

B. Title to Records/Copyright of Transcripts.

- 1) Title to the records of any proceeding that the contractor reports shall vest in the Court at the time of creation of the records. Such title includes title to the medium in which the contractor records the proceedings, except that if electronic sound recordings are made by the contractor for back-up purposes, they shall remain the property of the contractor, but the contractor shall make such sound recordings available to the Court upon request of the Contracting Officer if it is determined the principal record of the proceedings are defective.
- 2) Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Because transcripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the contractor.
- 3) The court will make the contractor's original notes or other original records, as well as the transcript (original or redacted), available for inspection by any person without charge in the office of the clerk during regular office hours. Materials under seal are exempt from such inspection.

2. Transcripts

A. Transcription/Certification.

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

B. Official Transcript.

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

C. Transcript Format.

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

D. Transcript Delivery Times.

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

- 1) Required
 - a) Ordinary transcript – must be delivered to ordering party within 30 calendar days after receipt of an order.
 - b) The court’s certified copy (without charge) - not later than 3 working days after original delivery to the ordering party. The contractor shall ensure physical receipt of the transcript by the clerk or his/her designee.
 - c) Redacted transcripts – an ordering party has the right to request a redactions within 21 days after original delivery of transcript to the clerk of court, and the contractor must deliver the requested redaction to the clerk of court not later than 31 days after original delivery of the unredacted transcript to the clerk of court, or longer if the court so orders, in the medium prescribed by the clerk.
- 2) The contractor shall, whenever possible, provide 14-day, expedited, daily, hourly, or realtime service at the request of the parties. All such orders, if accepted, are subject to the ordering party making satisfactory financial arrangements for payment. The delivery requirements for each accepted order of such transcripts is as follows:
 - a) 14-Day - Within fourteen (14) calendar days after receipt of an order.
 - b) Expedited - Within seven (7) calendar days after receipt of an order.
 - c) 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.
 - d) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.
 - e) Realtime – A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during the proceedings or immediately following adjournment.

E. Transcript Orders for Matters on Appeal

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

- 1) Acknowledge receipt of the order in the appropriate space on the face of the order.
- 2) Enter the date the transcript will be completed. If the transcript cannot be completed within 30 days of receipt of the order, the contractor shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified.
- 3) Notify the clerk of the district court of receipt of the order, and shall, as directed by the clerk of the district court, either submit the requested transcript to the clerk of the district court for forwarding to the clerk of the court of appeals, or directly to the clerk of the court of appeals.

F. Redaction of Transcripts

- 1) The parties to a proceeding may, within 21 calendar days after delivery of the certified transcript to the clerk of court, request redaction of personal information from the transcript. The contractor shall, without a court order, redact the following personal identifiers from a case transcript upon the request of an attorney to the case:
 - a) Social Security numbers (or taxpayer identification numbers) to the last four digits;

- b) financial account numbers to the last four digits;
 - c) birthdates to the year;
 - d) individuals known to be minor children to the initials; and
 - e) in criminal cases, any home addresses stated in the court to the city and state.
- 2) All other requests for redaction of material in a transcript must be submitted by an attorney to the case to the judge. The contractor shall redact additional transcript text only upon approval of the judge. The contractor is not required to independently identify personal identifiers in a transcript for redaction; the requesting attorney must identify information to be redacted by page and line number in the Redaction Request.
 - 3) To manually redact a transcript, the contractor shall place an “x” (or a black box) in place of each redacted character. Manual redactions must have the same number of x's as characters deleted (or black boxes of the same size as the deleted characters) to preserve page and line numbers of transcripts. Alternatively, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The contractor shall insert a notation of “REDACTED TRANSCRIPT” on a blank line on the title page immediately below the case caption and before the Volume number and the name and title of the Judge, taking care to ensure that the addition of this text does not cause changes to the length of the title page.
 - 4) At the end of the transcript, and without causing “page roll over” (a smaller font may be used) the contractor shall insert the following certification:

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

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

G. Transcript Fees

- 1) The transcript rates of this BPA apply to all orders for transcripts of proceedings recorded under the BPA, including orders from other judiciary organizations, such as Federal Public Defenders and appellate courts.
- 2) The contractor may charge and collect fees for transcripts requested by the parties, including the United States, at the rates set forth in the Pricing Schedule. The contractor shall not add any transcript surcharges or service fees to the Schedule rates. Certified copies and certified redacted copies of transcripts delivered to the clerk for the record of the court are not subject to payment of transcript fees.
- 3) Judiciary policy provides that, in multi-defendant cases involving CJA defendants, no more than one certified transcript should be purchased from the court reporter on behalf of CJA defendants. CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies. Alternatively, if requested to do so by one of the CJA counsel or the clerk of court, the court reporter may furnish duplication services at the commercially competitive rate to provide copies of the CJA multi-defendant transcript ordered.
- 4) The contractor may require any party ordering a transcript to prepay the estimated fee in advance, except when payment will be made by the United States. The Court shall have no liability to the contractor for payment of transcript fees for transcripts ordered by private parties.

- 5) Ordinary postage costs are considered an ordinary business expense, and therefore may not be charged. If a party requests expedited delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.
- 6) The contractor is required to certify the following on each transcript invoice:

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

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

H. Delinquent Transcripts – Reduction of Fees

- 1) Delivery of a transcript between 31 and 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 90 percent of the prescribed fee.
- 2) Transcripts delivered more than 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 80 percent of the prescribed fee.
- 3) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the contractor stating that the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

3. Filing and Reporting Requirements

A. Filing.

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

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

B. Notes and records

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

C. Report of Transcript Orders Received.

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

4. Required Qualifications for Reporters

A. Stenotype Court Reporters.

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

Each reporter shall possess as a minimum qualification at least 2 years of prime court reporting experience.

B. Realtime Stenotype Services. Minimum Requirements for realtime stenotype services.

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

- 1) Each reporter shall possess as a minimum qualification at least 2 years of prime realtime court reporting experience.
- 2) Each reporter shall have qualified by testing for listing as a Certified Realtime Reporter (CRR) by the National Court Reporters Association (NCRA) or have passed an equivalent qualifying examination which, at the sole discretion of the CO, evinces equivalent skills. If a proposed reporter has qualified by other than National Court Reporters Association testing, evidence of equivalent certification must be accompanied by detailed test performance criteria. Minimum requirements for successful completion of the equivalent qualifying examination shall include the ability to produce a simultaneous translation and display within 5 seconds of stenotype input for five minutes of professionally audio-recorded dictation at variable speeds ranging from 180 - 200 words per minutes at 96% accuracy.
- 3) The reporter shall provide evidence of NCRA or equivalent realtime certification for each reporter. Equivalent certification must be accompanied by detailed test performance criteria.

5. Travel

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

6. Requirements for Packaging and Marking

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

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

7. Invoices

A. Invoicing the parties.

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

B. Invoicing the Court.

- 1) Appearance Fees. The contractor shall prepare and submit invoices for appearance fees to the court's designated invoicing address within 45 days after completion of the reporting services. Each invoice for appearance fees shall contain the following information:
 - a) order/call number;
 - b) name of the Presiding Official;
 - c) number of actual hours of reporting services;
 - d) authorized applicable rate(s) under the Pricing Schedule;
 - e) extended totals;
 - f) number of any overtime hours, by day, hourly rate, and extended totals (if applicable);
 - g) transportation and subsistence expenses for reporting services under paragraph 5 if authorized for the specific proceeding (receipts must be provided with the invoice); and
 - h) any credits or other deductions (if applicable).
- 2) Transcripts. Transcript fees do not apply to transcripts delivered for the records of the court in accordance with Paragraph 1.A.4) above. Additional transcripts ordered by a judge or the court may be invoiced at the stated fees. Invoices shall be submitted to the contracting officer or his/her designee within 45 days after delivery of the transcript. Each invoice for transcripts shall contain the following information:
 - a) order/call number;
 - b) Transcript Order number;
 - c) case name and case number;
 - d) date of proceeding(s) transcribed;
 - e) name and title of the ordering judicial official;
 - f) type of transcript (ordinary, 14-day, expedited, daily, hourly);
 - g) number of pages of transcript and the per page rate;
 - h) extended totals; and
 - i) amount of any credit for delinquent delivery or other deduction, if applicable.

C. Invoicing errors.

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

8. Computation of Appearance or Cancellation Fees

A. Half-day rate.

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

B. Full-day rate

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

C. Overtime rates

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

D. Cancellation

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

9. Failure of Qualified Reporter to Appear

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

- 1) Procure the services of a substitute, and the contractor shall be responsible for all costs in excess of the reporting services costs the Court would have incurred if the contractor had performed the work in accordance with this BPA. The contracting officer shall deduct such excess costs from any sums payable or which become payable to the contractor.
- 2) Delay the proceeding until the contractor arrives. If the full day rate applies, and the contractor arrives at the proceeding 30 or more minutes late, the reporting fee for that day shall be reduced by $1/12$ of the daily rate for reporting services for each increment of 30 minutes of lateness, or fraction thereof. If the half day rate applies, and the contractor arrives at the proceeding 30 or more minutes late, the reporting fee for that half day shall be reduced by $1/6$ of the half-day rate for reporting services for each increment of 30 minutes of lateness, or fraction thereof.

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

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