

## COURT REPORTER BPA TERMS AND CONDITIONS

### 1. Extent of Obligation

The Court is obligated under this BPA only to the extent of calls or emails placed by authorized individuals against this agreement. The Pro Tem Court Reporter (referred to herein as "Contractor") is cautioned that performing services in response to calls or emails from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.

### 2. Individuals Authorized to Place Calls/Orders and Dollar Limitations

The individuals authorized to place calls/orders under this Agreement are as follows:

*SF Court Reporter Supervisor,*

*SF Director of Courtroom Operations,*

*SJ Divisional Office Manager,*

*SJ Divisional Office Supervisor,*

*Oak Divisional Office Manager, and*

*Oak Divisional Office Supervisor.*

### 3. Security Clearance Requirements

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

### 4. Handling Classified Materials

In the event that the proceeding requires reporting or handling of classified information or materials, the following applies:

- A. The Government and Contractor agree that neither expects the performance under calls under this BPA to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- B. The Contracting Officer will advise the Contractor whenever the Government places a BPA call that will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide such reporting services, in which case such services shall be deemed outside the scope of the BPA call.
- C. The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.

- D. The Contractor shall safeguard, and otherwise act with respect to all classified information and material, in accordance with applicable law and instructions from the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to perform transcription services under the BPA call.
- E. Notwithstanding any other provision of this BPA, the Contractor may deliver a transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such a transcript to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this BPA, the Contractor shall never keep a copy of a transcript containing classified material or information after the delivery of the original transcript to the Contracting Officer and/or the Clerk of Court.

**5. Service Contract Act Wage Determination.**

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

**6. Reporters Authorized to Provide Services Under BPA.**

Only the individual, named pro tem applicant approved under this BPA is authorized to provide services under this BPA. Subcontracting of work undertaken under this BPA is prohibited.

**7. Clause B-5: Clauses Incorporated by Reference.**

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

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