United States Bankruptcy Court
Western District of Virginia

Office of the Clerk
Commonwealth of Virginia Building - Room 200
210 Church Avenue, S.W.
Roanoke, Virginia 24011

James W. Reynolds
Clerk of Court

(540)857-2391
FAX (540)857-2873

August 19, 2020

SOLICITATION FOR COURT REPORTING SERVICES PURCHASE ORDER
BIG STONE GAP COURT LOCATION
SOLICITATION NO. 20-0005

To All Interested Vendors:

1. This is a solicitation for quotes to enter in a Purchase Order for contract court reporting services for the BANKRUPTCY Court of the Western District of Virginia for the **Big Stone Gap court location**.

2. The Court intends to award one Purchase Order to the court reporter found to meet the court's qualification requirements offering the lowest priced quote.

3. The Court reserves the right not to make any awards, or to make multiple purchase order awards, as a result of this solicitation.

4. Court reporters responding to this solicitation should carefully review the Statement of Work, the minimum qualifications required, the court's maximum transcript fee rates, and the Purchase Order terms and conditions, all of which will be incorporated into any Purchase Order awarded under this solicitation. The court's maximum transcript fee rates cannot exceed, but may be less than, the maximum rates established by the Judicial Conference of the United States (JCUS). The current JCUS maximum transcript fee rates are available at

http://www.uscourts.gov/services-forms/federal-court-reporting-program.

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

a) Signed Quote Sheet listing all enclosed documentation.

b) A completed Pricing Schedule (in the format of Attachment 5)

c) A Biographical Information Sheet (in the format of Attachment 6), with all required information provided, signed by the court reporter. (Firms must submit a signed Biographical Information Sheet for each contract court reporter proposed

to perform services under the Purchase Order). Biographical Information Sheets must address all qualification requirements, and must contain descriptions of each reporter's prior related work experience, including average hours worked per week for each position, type of experience and dates of service. If the minimum qualifications include professional certification, a copy of the certification should be provided, and if the reporter has been certified by an organization other than the National Court Reporters Association (NCRA) or the National Verbatim Reporters Association (NVRA), must include detailed test performance criteria demonstrating equivalency with NCRA or NVRA certification. It is within the discretion of the Contracting Officer to determine whether any submitted certificate is sufficient.

d) For each prospective contract court reporter, a minimum of three (3) references must be identified (using the format of Attachment 7) for whom that reporter has performed work within the three (3)-year period preceding the issue date of this solicitation.

e) Respondents not registered in the System for Award Management (www.sam.gov) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

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

Leisa Matherly, Contracting Officer

email: Leisa_Matherly@vawb.uscourts.gov

phone: 540-795-6319

address: U.S. Bankruptcy Court, 210 Church Ave. SW, Room 210, Roanoke, VA 24011

Sincerely,

Leisa Matherly

Leisa Matherly

Contracting Officer

Attachments:

1. Signed Quote Sheet
2. Statement of Work
3. Purchase Order Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule
6. Biographical Information Sheet
7. Reference Information Sheet

FULL SOLICITATION PACKET

- CR-9 STATEMENT OF WORK
- CR-10 PURCHASE ORDER TERMS AND CONDITIONS
- CR-14 SOLICITATION PROVISIONS
- ATTACHMENT 1 QUOTE SHEET
- CR-15 PO PRICING SCHEDULE
- CR-16 REPORTER'S BIOGRAPHICAL INFORMATION SHEET
- CR-17 COURT REPORTER REFERENCE INFORMATION
- SOLICITATION COVER LETTER TEMPLATE

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER VAWBCLERK20-0056	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER VAWBCLERK20-0005	6. SOLICITATION ISSUE DATE 08/19/2020
7. FOR INFORMATION CALL:	a. NAME Leisa Matherly		b. TELEPHONE NUMBER (*No collect calls*) 540-795-6319	8. OFFER DUE DATE / LOCAL TIME 09/04/2020 16:00:00

9. ISSUED BY U.S. Bankruptcy Court 210 Church Ave., SW, Room 200 Roanoke, VA 24011	CODE VAW_BC	10. NOT USED	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	13. NOT USED	14. METHOD OF SOLICITATION ☒ RFQ ☐ RFP
15. DELIVER TO U.S. Bankruptcy Court 210 Church Ave., SW, Room 200 Roanoke, VA 24011	CODE VAW_BC	16. ADMINISTERED BY (if other than Block 9)	CODE
17a. CONTRACTOR/ OFFEROR Telephone No.	CODE / FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Bankruptcy Court 210 Church Ave., SW, Room 200 Roanoke, VA 24011	CODE VAW_BC
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (*Use Reverse and/or Attach Additional Sheets as Necessary*)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	This is a solicitation for proposals to provide court reporting services under a Purchase Order. Extended Description: Court Reporting Services for Big Stone Gap court location for FY 2021, with option to extend term of the contract. Estimated services required for FY 2021 are 2 full days, 3 half days, and 0 overtime hours.	1.000000	Year		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)

27. Applicable terms and conditions are as stated in the continuation pages.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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 Purchase Order (PO). 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 PO.

1. General

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

1) Attend and record verbatim court proceedings on the dates and at the locations specified in the attached Assignment Information Sheet

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/rules-policies/judiciary-policies/privacy-policy-electronic-case-files), the contractor shall make such redactions and deliver a certified redacted transcript to the clerk of court. Delivery of a redacted transcript to the clerk of court shall be in addition to, rather than in lieu of, delivery of the original unredacted transcript.

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

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

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 tran-

scripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the contractor.

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

2. Transcripts

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

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

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

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

1) Required

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

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

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

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

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

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

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

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

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

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

E. Transcript Orders for Matters on Appeal

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

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

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

3) Notify the clerk of the district court of receipt of the order, and shall, as directed by the clerk of the district court, either submit the requested transcript to the clerk of the district court for forwarding to the clerk of the court of appeals, or directly to the clerk of the court of appeals.

F. Redaction of Transcripts

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

a) Social Security numbers (or taxpayer identification numbers) to the last four digits;

b) financial account numbers to the last four digits;

c) birthdates to the year;

d) individuals known to be minor children to the initials; and

e) in criminal cases, any home addresses stated in the court to the city and state.

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

3) To manually redact a transcript, the contractor shall place an “x” (or a black box) in place of each redacted character. Manual redactions must have the same number of x's as characters deleted (or black boxes of the same size as the deleted characters) to preserve page and line numbers of transcripts. Alternatively, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The contractor shall insert a notation of “REDACTED TRANSCRIPT” on a blank line on the title page immedi-

ately 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 PO apply to all orders for transcripts of proceedings recorded under this PO, 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 PO, and/or other available legal remedies.

H. Delinquent Transcripts – Reduction of Fees

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

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

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

3. Filing and Reporting Requirements

A. Filing

The contractor must certify and file promptly with the clerk of court all original shorthand notes and other original records of proceedings recorded by the contractor. The contractor shall certify and mark the original notes and other original records with the following information:

"In accordance with 28 U.S.C.§ 753(b), I certify that these original notes are a true and correct record of proceedings in the United States *[District Court] [Bankruptcy Court] [Pretrial Services Office]* for the [*Northern, Middle, etc.]* District of before *[Insert Name of Judicial Officer]* on *[Insert Date]* by *[Signature of Court Reporter]* ."

B. Notes and records

1) If a transcript is ordered, the contractor shall deliver the original shorthand notes or records to the Clerk of Court within 90 days after the transcript is delivered to the ordering party/parties.

2) If no transcript is ordered, the contractor shall deliver the original shorthand notes and other original records to the Clerk of Court within 90 days after the proceeding.

3) The contractor shall also file with the Clerk of Court a certified transcript or an electronic sound recording of all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases, and shall do so within 30 days of the close of the proceeding.

4) If a transcript is ordered after the original shorthand notes have been filed with the clerk of court, the contracting officer will make the notes available to the reporter for transcription. The contractor shall return the original shorthand notes to the clerk of court within 90 days after the transcript is delivered to the ordering party/parties.

5) The contractor shall provide transcripts ordered by a party or the Court, even when ordered after the expiration of PO period of performance (but not later than 5 years after the date of the original proceeding), at the prices authorized in the Pricing Schedule. Requirements for the filing of a certified copy of the transcript with the clerk of court, and for the filing of redacted transcripts with the clerk of court, apply equally to transcripts ordered before or after the conclusion of a proceeding.

C. Report of Transcript Orders Received

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

4. Required Qualifications for Reporters

A. Stenotype Court Reporters. The following minimum requirements apply to stenotype court reporters provid-

ing services under this PO: *[contracting officer to select ONE of the standards for minimum qualifications below (and fill in blanks as necessary) for stenotype court reporters]*

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

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

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

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

OR

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

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

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

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

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

OR

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

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

B. Realtime Stenotype Services. Minimum Requirements for realtime stenotype services. *NOTE – This section for District Court use only. No contracted realtime services shall be required under POs with Bankruptcy*

Courts. Contracting Officer to indicate below whether realtime stenotype services will be required under this PO]

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

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

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

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

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

C. Stenomask Reporters. Minimum Requirements for Stenomask Reporters

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

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

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

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

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

OR

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

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

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

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

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

OR

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

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

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

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

Realtime stenomask services will will not X be required under this PO.

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

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

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

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

5. Travel

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

6. Requirements for Packaging and Marking

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

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

7. Invoices

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

B. Invoicing the Court.

1) Appearance Fees. The contractor shall prepare and submit invoices for appearance fees to the court’s designated invoicing address within 45 days after completion of the reporting services. Each invoice for appearance fees shall contain the following information:

a) order/call number;

b) name of the Presiding Official;

c) number of actual hours of reporting services;

d) authorized applicable rate(s) under the Pricing Schedule;

e) extended totals;

f) number of any overtime hours, by day, hourly rate, and extended totals (if applicable);

g) transportation and subsistence expenses for reporting services under paragraph 5 if authorized for the specific proceeding (receipts must be provided with the invoice); and

h) any credits or other deductions (if applicable).

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

a) order/call number;

b) Transcript Order number;

c) case name and case number;

d) date of proceeding(s) transcribed;

e) name and title of the ordering judicial official;

f) type of transcript (ordinary, 14-day, expedited, daily, hourly);

g) number of pages of transcript and the per page rate;

h) extended totals; and

i) amount of any credit for delinquent delivery or other deduction, if applicable.

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

8. Computation of Appearance or Cancellation Fees

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

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

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

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

9. Failure of Qualified Reporter to Appear

A. If the contractor fails to appear at the time and place specified for the proceeding, or if the contractor provides a reporter who does not satisfy the qualification requirements of this PO, 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 PO. The contracting officer shall deduct such excess costs from any sums payable or which become payable to the contractor.

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

the half-day rate for reporting services for each increment of thirty (30) minutes of lateness, or fraction thereof.

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

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

CR-10 PURCHASE ORDER TERMS AND CONDITIONS SEP 2017

1. Security Clearance Requirements

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

2. 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 purchase order 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 requires 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 purchase order.

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 purchase order.

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

3. Service Contract Act Wage Determination

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

4. Reporters Authorized to Work Under Purchase Order

Only the reporters named in the list attached to this purchase order are authorized to provide services under this purchase order. Any additions or substitutions to the list shall be subject to the approval of the Contracting Officer.5. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

5. Clause 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

6. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

Applicable	**Clause**	**Title**	**Date**
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
	7-5	Contracting Officer's Representative	APR 2013
X	7-115	Availability of Funds	JAN 2003

7. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

Applicable	**Clause**	**Title**	**Date**
X	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 no later than 60 calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*.

Applicable	**Clause**	**Title**	**Date**
X	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 no later than 30 calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the judiciary to an extension.
(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 (months) (years) [*insert the maximum period of performance, including options, which shall not exceed 5 years]*.

Representations, Certifications and Other Statements of Offerors or Respondents

CR-14 ATTACHMENT 4 to RFQ - SOLICITATION PROVISIONS SEP 2017

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

Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)
(a) Definitions.
"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

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

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

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

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

(f) *Contractor representations.*
The offeror represents as part of its offer that it is [ ], is not, [ ] 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:
[ ] Women Owned Business
[ ] Minority Owned Business (if selected, then one sub-type is required)
[ ] Black American
[ ] Hispanic American
[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong

Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
[ ] Individual/concern, other than one of the preceding.

Instructions to Offerors or Respondents

CR-PO-QS ATTACHMENT 1 to Court Reporter PO OCT 2017

Quote Sheet

The attached documents have been submitted by the undersigned in response to above-referenced RFQ. The individual identified below is authorized to negotiate on behalf of the identified vendor, and acknowledges that the quote is not binding on the judiciary or the vendor. A contract to provide described court reporting services shall not exist unless and until a Purchase Order is issued by a judiciary Contracting Officer and accepted by an authorized representative of the vendor.

This quote includes the following attachments (mark applicable items with an X):

	Completed Pricing Sheet
	Biographical Information Sheet for: *(Name of Proposed Court Reporter)*
	Biographical Information Sheet for: *(Name of Proposed Court Reporter)*
	Biographical Information Sheet for: *(Name of Proposed Court Reporter)*
	Biographical Information Sheet for: *(Name of Proposed Court Reporter)*
	Three (3) Reference Sheets for each proposed Court Report
	Completed Provision 3-5 *(required if contractor does not have a current listing at http://www.sam.gov)*

NOTE - Attach additional sheets if more than four (4) court reporters are proposed to perform services under the PO. If the contractor intends to employ five (5) or more employees to perform court reporting services, then the Service Contract Act will apply to the Purchase Order and the Contracting Officer will attach the applicable DOL Wage Rate Determination to the Purchase Order.

Vendor's Name:

Vendor's Phone #/Fax #/E-mail Address:

Vendor's Street Address:

Vendor's City, State, and Zip Code:

Signature:

Date Signed:

Printed or Typed Name of Signer:

Printed Title of Signer:

CR-15 PO PRICING SCHEDULE SEP 2017

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

The estimated amount of services to be provided under this PO is $_____ and the maximum amount of services to be provided under this PO shall not exceed the following contract ceiling amount: $_____.

Actual amounts to be paid to the contractor shall be based on the actual work units required under this contract, to which the stated fixed pricing per unit from the pricing table will be applied.

Transcripts – if no prices entered, the maximum transcript rates of the Court will apply. These rates may be found at **www.uscourts.gov/services-forms/federal-court-reporting-program#rates.
[If option years are included, include a pricing chart for each option year]

CR-16 REPORTER'S BIOGRAPHICAL INFORMATION SHEET SEP 2017

(COMPLETE ONE PER REPORTER)

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

Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	
Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	
Name, Address, Phone# of Employer:	Employed from: to
Description of Duties:	

By signing below, I certify that the above information is complete and correct, and that I intend to provide services for the above firm under any contract resulting from this solicitation:

_____ _____

Reporter Signature Date

CR-17 COURT REPORTER REFERENCE INFORMATION SEP 2017

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

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

ORDER

August 19, 2020

[VENDOR CONTACT NAME]
[NAME OF COMPANY]
[STREET ADDRESS]
[CITY, STATE 1234]

SOLICITATION FOR COURT REPORTING SERVICES PURCHASE ORDER
SOLICITATION NO. [20-0001]

Dear [name]:

1. This is a solicitation for quotes to enter in a Purchase Order for contract court reporting services for the BANKRUPTCY Court of the Western District of Virginia.

2. The Court intends to award one Purchase Order to the court reporter found to meet the court's qualification requirements offering the lowest priced quote

3. The Court reserves the right not to make any awards, or to make multiple purchase order awards, as a result of this solicitation.

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

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

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

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

Leisa Matherly
Contracting Officer
Leisa_Matherly@vawb.uscourts.gov
540-795-6319
210 Church Ave. SW, Room 210
Roanoke, VA 24011

Sincerely,

Leisa Matherly
Contracting Officer

Attachments

1. Signed Quote Sheet
2. Statement of Work
3. Purchase Order Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule
6. Biographical Information Sheet
7. Reference Information Sheet

EXTRA COPIES

OF

RESPONSE DOCUMENTS

- ATTACHMENT 1 QUOTE SHEET

- CR-15 PRICING SCHEDULE

- CR-16 REPORTER'S BIOGRAPHICAL INFORMATION SHEET

- REFERENCE INFORMATION SHEET

- CR-14 PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION (only complete if contractor is not registered in the System for Award Management - www.sam.gov)

Quote Sheet

The attached documents have been submitted by the undersigned in response to above-referenced RFQ. The individual identified below is authorized to negotiate on behalf of the identified vendor, and acknowledges that the quote is not binding on the judiciary or the vendor. A contract to provide described court reporting services shall not exist unless and until a Purchase Order is issued by a judiciary Contracting Officer and accepted by an authorized representative of the vendor.

This quote includes the following attachments (mark applicable items with an X):

X	REQUIRED ITEMS
	Completed Pricing Sheets For FY 21 (Oct. 1, 2020 – Sep. 30, 2021), Plus Option Year 1 and Option Year 2
	Biographical Information Sheet For (Name of Proposed Court Reporter):
	Biographical Information Sheet For (Name of Proposed Court Reporter):
	Biographical Information Sheet For (Name of Proposed Court Reporter):
	Biographical Information Sheet For (Name of Proposed Court Reporter):
	Three (3) References For Each Proposed Court Reporter
	Completed Provision 3-5 (only required if contractor does not have a current listing at http://www.sam.gov)

NOTE - Attach additional sheets if more than four (4) court reporters are proposed to perform services under the PO. If the contractor intends to employ five (5) or more employees to perform court reporting services, then the Service Contract Act will apply to the Purchase Order and the Contracting Officer will attach the applicable DOL Wage Rate Determination to the Purchase Order.

Vendor's Name:

Vendor's Phone #/Fax #/E-mail Address:

Vendor's Street Address:

Vendor's City, State, and Zip Code:

Signature:

Date Signed:

Printed or Typed Name of Signer:

Printed Title of Signer:

CR-15 PO PRICING SCHEDULE **OCT 2017**

FY 2021 (October 1, 2020 – September 30, 2021):

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

The estimated amount of services to be provided under this PO is $_____ and the maximum amount of services to be provided under this PO shall not exceed the following contract ceiling amount: $_____. Actual amounts to be paid to the contractor shall be based on the actual work units required under this contract, to which the stated fixed pricing per unit from the pricing table will be applied.

Option Year 1 - FY 2022 (October 1, 2021 – September 30, 2022):

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

The estimated amount of services to be provided under this PO is $_____ and the maximum amount of services to be provided under this PO shall not exceed the following contract ceiling amount: $_____. Actual amounts to be paid to the contractor shall be based on the actual work units required under this contract, to which the stated fixed pricing per unit from the pricing table will be applied.

VAWBCLERK20-0005 (BIG STONE GAP COURT LOCATION)

Option Year 2 - FY 2023 (October 1, 2022 – September 30, 2023):

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

The estimated amount of services to be provided under this PO is $_____ and the maximum amount of services to be provided under this PO shall not exceed the following contract ceiling amount: $_____. Actual amounts to be paid to the contractor shall be based on the actual work units required under this contract, to which the stated fixed pricing per unit from the pricing table will be applied.

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

VAWBCLERK20-0005 (BIG STONE GAP COURT LOCATION)

CR-16 REPORTER'S BIOGRAPHICAL INFORMATION SHEET SEP 2017

(COMPLETE ONE PER REPORTER)

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

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

(MAKE COPIES OF THIS PAGE AS NEEDED)

VAWBCLERK20-0005 (BIG STONE GAP COURT LOCATION)

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

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

(MAKE COPIES OF THIS PAGE AS NEEDED)

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

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

(a) Definitions.

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

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

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

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

[ ] TIN has been applied for.

[ ] TIN is not required, because:

[ ] Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

[ ] sole proprietorship;

[ ] partnership;

[ ] corporate entity (not tax-exempt);

[ ] corporate entity (tax-exempt);

[ ] government entity (federal, state or local);

[ ] foreign government;

[ ] international organization per 26 CFR 1.6049-4;

[ ] other _____.

(f) *Contractor representations.*

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

[ ] Women Owned Business

[ ] Minority Owned Business (if selected, then one sub-type is required)

[ ] Black American

[ ] Hispanic American

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

[ ] Individual/concern, other than one of the preceding.