

**Performance Work Statement  
Court Reporting Services  
VA Palo Alto Health Care System**

**Section 1: General Information**

1.1 General: This is a non-personal services contract to provide court reporting services for the VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.2 Period of Performance:

Base Year: March 1, 2017 to February 28, 2018  
Option Year #1: March 1, 2018 to February 28, 2019  
Option Year #2: March 1, 2019 to February 29, 2020

1.3 Place of Performance: The majority of the court reporting services will be provided in a conference room setting at the Palo Alto main campus located at:

VA Palo Alto Health Care System  
3801 Miranda Ave  
Palo Alto, CA 94304

There may be occasions where services are needed at one of the Community Based Outpatient Clinic (CBOC) or other locations as needed by the Government. All other locations will be in the general Bay Area. The CBOCs that could potentially require services are:

**Community Based Outpatient Clinics**

Capitola CBOC 1350 41 <sup>st</sup> Ave., Ste 102 Capitola, CA 95010	Fremont CBOC 39199 Liberty Street Fremont, CA 94538	Monterey CBOC 3401 Engineer Lane Seaside, CA 93955
San Jose CBOC 80 Great Oaks Blvd. San Jose CA 95119	Sonora CBOC 13663 Mono Way Sonora, CA 95370	Stockton CBOC 7777 South Freedom Rd. French Camp, CA 95231
Modesto CBOC 1225 Oakdale Rd. Modesto CA 95355		

1.4 Type of Contract: The government will award a Firm Fixed Price contract.

1.5 Staffing: The contractor must be able to provide up to four court reporters working simultaneously during this contract. It's possible that the hearings under this contract could be on the same day and time so the vendor will be expected to provide up to four different court reporters to cover all of the hearings if that was to occur.

1.6 Hours of Operation: Services will be required during normal business hours between 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Federal Holidays. Services will not be required outside of normal business hours.

1.7 Estimated Workload: We anticipate approximately 5 AIB Hearings, 1 EEO Hearing, and 1 HR Hearing, and 3 other related hearings each year, but the number of cases may vary. The contractor will provide the unit pricing for each line item and the services will be paid against the actual quantities that are used for each hearing.

1.7 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

## **Section 2: Definitions & Acronyms**

### **2.1 Definitions:**

*Administrative Investigation.* A process of gathering evidence and ascertaining facts about particular matters, conducted primarily to enhance administrative effectiveness and efficiency.

*Administrative Investigation Board.* The standard procedures established under VA Directive 0700 and this Handbook for collecting and analyzing evidence, ascertaining facts, and documenting complete and accurate information regarding matters of interest to VA. “Members” are the person or persons appointed by a Convening Authority to conduct the Administrative Investigation Board.

*Contractor.* A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

*Convening Authority.* The authority responsible for convening and supervising administrative investigations under VA Directive 0700. Convening Authorities include the Heads of VA Administrations and Staff Offices, Chief executives of VA facilities, and authorities senior to any of them in the VA organization.

*Equal Employment Opportunity (EEO).* Federal laws prohibit specific types of discrimination in certain contexts. EEO includes these laws and processes and procedures used to enforce them.

*Investigative Report.* The standard format for conveying the results of an Administrative Investigation Board, designed to enhance clarity and to facilitate review and decision-making. The essential components of an investigative report are findings of fact, conclusions, and exhibits.

*Subcontractor.* One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

*Work Day.* The number of hours per day the Contractor provides services in accordance with the contract.

*Work Week.* Monday through Friday, unless specified otherwise.

## 2.2 Acronyms:

AI	Administrative Investigation
AIB	Administrative Investigation Board
CBOC	Community Based Outpatient Clinic
COR	Contracting Officer Representative
EEO	Equal Employment Opportunity
MSPB	Merit Systems Protection Board
IR	Investigative Report
PWS	Performance Work Statement
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

### **Section 3: Government Furnished Property, Equipment, and Services**

The Government will provide a shared meeting location, utilities, and the use of a telephone (local calls only). Normally, the usage of cell phones within the Medical Center is permitted; however, there are some areas of the hospital where the usage of such devices are restricted because of their possible interference with operating medical equipment. Strict adherence to the rules concerning the usage of these devices must be observed throughout the Medical Center.

#### **Section 4: Contractor Furnished Items and Services**

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

#### **Section 5: Specific Tasks**

##### 5.1 General Tasks

- A. The services may be required for Administrative Investigations (AI), Disciplinary Appeals Boards, Equal Employment Opportunity (EEO) hearings, Merit Systems Protection Board (MSPB) hearings, Office of Resolution Management, or Regional Counsel requirements. These services may also be needed for any other meetings that require legal documentation.
- B. The Court Reporter must hold the certification as a National Court Reports Association (NCRA) Registered Professional Reporter (RPR), or be certified by the state of California.
- C. The Court Reporter shall be punctual and present at all proceedings, demonstrate a professional demeanor, and provide all the necessary equipment to perform their duties and accomplish the tasks in the PWS.
- D. The court reporter shall be proficient in English and shall read portions of the transcript during the proceedings at the request of the board or other presiding body, and ask speakers to clarify inaudible statements.
- E. Proceedings may occur over multiple days and the services of the Court Reporter may be needed for varying lengths of time each day.
- F. Court Reporters who have experience with the Administrative Investigation Board (AIB) process, EEO Hearings, Human Resources Management Merit System Protection Board (MSPB) or arbitration hearings are preferred in the performance of this contract.

##### 5.2 Oaths and Notary Services

- A. The Reporter shall have the ability to administer oaths. Depositions shall be transcribed by a duly authorized notary. No separate fee is to be charged for notary services, administering oaths, or affixing seals.

##### 5.3 Administrative Investigation

- A. This is a systematic process for determining facts and documenting evidence about matters of significant interest to VA. AIs are conducted to collect and analyze evidence to determine what actually happened and why it happened, so that individual and systemic deficiencies can be identified and effectively corrected.

- B. These investigations are governed by VA Directive 0700 (see section 6), Administrative Investigations and VA Handbook 0700, Administrative Investigations.
- C. These investigations are established by the Medical Center Director as the convening authority.
- D. Administrative Investigation Boards are not scheduled in advance; therefore, **short notice will be provided** for the need of transcription services. Once scheduled, the schedule may change or even be cancelled at any time up until the time scheduled because of unforeseen events that may arise. The contractor shall accommodate cancellations up to 5pm Pacific Standard Time (PST) prior to the scheduled proceeding without charge.

#### 5.4 EEO and MSPB Hearings

- A. EEO Hearings and MSPB and/or arbitration hearings are similar processes and are established by a judge or other government source.
- B. EEO Hearings may be scheduled a few weeks in advance.
- C. MSPB hearings may be scheduled several weeks to a month or more in advance.
- D. These hearings may also have to be rescheduled or cancelled because of unforeseen events.

#### 5.5 Witnesses

- A. The number of witnesses can only be estimated in advance of the start of the process, and may change during the course of the investigation or activity.

#### 5.6 Contractor shall provide the following for every witness/case:

- A. One printed original transcript made available within 7 business days.
- B. One printed certified copy transcript within 7 business days.
- C. One auto-run CD or DVD per witness containing an ASCII transcript of the testimony within 7 business days. CD/DVD shall contain the case name, case number, witness name, and date of proceeding. This information shall also be printed on the label for ease of reference.
- D. Digital transcript files shall be made available for download from website within 3 business days.
- E. Expedited service for a final, electronic transcript within 24 hours, if requested.

5.7 For on-site reporting, the Contractor shall provide the following:

- A. Same-day rough draft transcripts.
- B. Real-time electronic transcripts made available within 24 hours to VA attorneys and other counsel.
- C. Legal videographers, if requested.

5.8 Completion Date for AIB Hearings

- A. The Administrative Investigation Boards have an established timeframe for completion of 45 calendar days of the date the AIB is convened; whereby sworn or affirmed testimony is obtained by a team charged with investigating a particular issue or event.
- B. Transcribed testimony must be returned to the Team Leader within 7 business days of each testimony in order for the deadline to be met.
- C. In the event that an extension of time should become necessary for completion beyond the initial 45 day period, the presiding official/Team Leader will notify the Court Reporter of this change.

5.9 Completion Date for EEO Hearings

- A. EEO Hearings may have a short turnaround time for completion of 3 calendar days to 14 calendar days unless requested by an administrative judge.
- B. Transcribed testimony must be returned to the Team Leader within 3 business days of each testimony in order for the deadline to be met.
- C. For any and all EEO depositions called for by the VA may also have a short turnaround time for completion of 3 calendar days to 14 calendar days as established by Regional Council.
- D. Transcribed testimony and any exhibits (colored or black and white) must be returned to the Team Leader within 3 business days of each testimony in order for the deadline to be met. EEO Hearings and depositions could include original and certified transcripts, reporter's certificate, any exhibits (colored or black and white) and digitized bundle.
- E. The Government could ask for the transcripts to be requested by Regional Counsel.

5.10 Completion Date for MSPB Hearings

- A. MSPB processes are usually around 3-5 days.
- B. Transcribed testimony must be returned to the Team Leader within 3 business days of each testimony in order for the deadline to be met.

### 5.11 Transcript Format

- A. The Court Reporter shall index each individual transcript and include behind each bound testimony a tabbed index stating “WORD INDEX.” The evidence and information gathered during the course of the investigation shall be organized in an appropriately indexed investigative file that includes a numerical or alphabetical list of each time a symbol, number or word was used and the page number and line number.
- B. The transcribed testimony product must be accurate, double-spaced, printed, and bound in a satisfactory manner, according to accepted standards for court reporting, which at a minimum includes one original and one copy of each witnesses’ testimony. All are to be securely fastened with metal prongs (not plastic binding). Line numbers must be listed in the left margin and the page number in the bottom right corner of each page. The court reporter shall include their signed, dated, and officially sealed certificate as the last page of the testimony.
- C. An “ACKNOWLEDGEMENT” sheet shall be included as the last page of each testimony to include a certification statement at the top that the testimony is accurate to include blanks for a date to be filled in and a signature block for each. The second half of this acknowledgement sheet shall include a place for corrections, i.e., Page No. \_\_\_\_, Line No. \_\_\_\_, and a blank to write in the corrections.
- D. In addition to the requirements above, EEO transcripts shall have a line spacing of 1.5. The font for the document will be Times New Roman regular font size 12. The document will include an errata sheet.

### 5.12 Retention of Notes and Transcripts

- A. All transcripts will be made available online for 7 years from the date of transcript. Access to the transcripts must be restricted to VA Team Leaders, and a unique username and password shall be issued for authorized VA personnel requiring access (see 5.14B).

5.13 Contractor shall have flexibility to accommodate any turn-around requested, in the event of an emergency request by the Government, even if less than the specified delivery times stated above, via phone call, email, or on-site. Turn-around times can vary from same-day delivery of the final transcript to 7 business-day delivery.

### 5.14 Scheduling

- A. The contractor shall provide scheduling through email, website scheduling portal, and phone.
- B. The services will be scheduled by the following authorized individuals:
  - 1) Risk Manager, QSV
  - 2) Director or Assistant Director of Quality & Safety, QSV
  - 3) Equal Employment Opportunity Program Manager or Designee
  - 4) Human Resources Specialist, Employee Relations

#### 5.15 Personnel

- A. The Contractor shall provide only qualified certified Court Reporters to perform these services.
- B. The Contractor must provide Court Reporters who meet all requirements to provide services in the State of California.
- C. Appropriate credentials must be provided within one week upon request from the Contracting Officer's Representative (COR).

#### 5.16 Security Badging

- A. Prior to reporting to work, the contracted employee will need to contact the designated COR or designated VA Team Leader, who will take him/her to the on-site Police Dispatch located in Building 100 at the Palo Alto main campus.
- B. A Police Staff will issue a temporary ID badge to the contracted employee, who in turn, will properly display the badge while working at VAPAHCS.
- C. Upon completion of the assignment, the employee will return the badge to Police Dispatch.

#### 5.17 Parking

- A. Parking is allowed only in those areas not designated for patient use. All traffic laws and parking rules on the grounds are strictly enforced. Failure to follow these laws and regulations may result in a citation being issued that will have to be resolved through the Federal Court system.

#### 5.18 Misconduct or Security Concerns

- A. The Government may, at its sole discretion, direct the contractor to remove their employee from the Medical Center or CBOC facilities for misconduct or for security reasons.
- B. Removal does not relieve the Contractor the responsibility to continue providing the services required under this contract.
- C. The Contracting Officer (CO) will provide the contractor with a written explanation to support any request to remove an employee.

#### 5.19 Delays

- A. In any instance where the contractor has knowledge that any actual or potential situation may delay or threaten to delay the timely performance of this contract, the contractor shall immediately notify the COR and the CO.
- B. This notice shall include all relevant information and corrective actions that are being taken. The Government reserves the right to hold the contractor fully accountable for problems incurred as a



result of such delays, including denial of delivery time extensions, if such notification is not provided.

#### 5.20 Security Requirements

- A. The Contractor will be responsible for ensuring compliance by its employees with the security regulations of Veteran's Affairs where work is performed under this Contract.
- B. All Contractor personnel performing services under this contract must complete a confidentiality certification.
- C. A Business Associate's Agreement (BAA) will be entered into by both parties.
- D. The information obtained in the performance of this contract is considered to be confidential and must not be revealed to anyone who is not authorized to know. Portions of information disclosed during the performance of this contract are protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this Contract are required to take proper precautions to protect the information from disclosure.

#### 5.21 Quality Control

- A. The contractor shall provide the reviews and quality checks necessary to ensure that the reporting, recording, transcripts and photocopying conform to acceptable government standards. No transcripts shall be forwarded to the government until the quality checks reveal full format conformance and freedom from error.
- B. The Contractor shall closely monitor its performance in meeting the requirements for timely delivery of hearing transcripts. The Contractor shall advise the COR in advance, **by specific case number only** (no names, SSNs or any other personal identification data) when timely delivery cannot be made, and estimated time when correction of delivery will be made.

#### 5.22 Additional Work Needed

- A. Based on the nature of these services, it cannot be known in advance how long each individual case will be or how many pages will be needed. The price schedule is structured with fixed unit prices and estimated quantities.
- B. In the event that a case goes longer than initially anticipated, we will continue to receive services using the fixed unit prices in the price schedule.
- C. A bilateral contract modification will be processed to increase the amount of services order in the event that the serviced needed exceed the estimated quantities.

5.23 Re-hearings

- A. Should the Contractor cause the Government to re-hear any case or hearing or other proceeding, the Contractor shall provide the reporting services at that re-hearing at **no cost to the Government**.
- B. Although not a comprehensive list of examples, causes for re-hearings may include:
  - 1) Loss of original recordings, transcripts or photocopies.
  - 2) Failure of the contractor’s court reporter/stenographer to appear, and a substitute cannot be obtained in sufficient time.
  - 3) Receipt of products by the Government in such poor condition as to be unusable.
  - 4) Attempted use of electronic recording equipment which does not conform to the requirements noted herein.
  - 5) Failure of the Contractor to deliver transcripts (original and 1 copy) within three (3) business days after a hearing.

5.24 Performance Requirements Summary

Performance Objective	Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Full Representative at all scheduled hearings	A trained and experienced transcriptionist with past experience in AIB’s, EEO Hearings, and MSPB Hearings is prompt and present for all scheduled hearings with functioning recording equipment	Late to no more than one (1) hearing per year. All direct and indirect costs associated with re-hearings will be reimbursed to the Government.	Observation or validated user/customer complaints.
Timely Delivery of Transcript Copies Required	Transcribed copies of reports are delivered within the dates stated in the price schedule	Late no more than two (2) times per year within Period of Performance.	Observation or validated user/customer complaints.
Error-Free Deliverables	Hearing recordings, transcriptions and photocopies accurately reflect that which transpired at the hearing. The individual testimonies are appropriately bound in a sturdy plastic folder, clear front cover, with metal prongs, to include an acknowledgement/errata sheet inserted at the front and a word index behind the testimony.	Less than 1% of recordings, transcriptions and photocopies must be returned for correction by the Contractor. All corrections are made and re-delivered to the COR within five (5) days of notification of the need for correction.	Observation or validated user/customer complaints.

**Section 6: Attachments**

- Attach #1 Business Associate Agreement
- Attach #2 Quality Assurance Surveillance Plan
- Attach #3 Confidentiality Certification
- Attach #4 Wage Determinations
  - 15-5641 (rev 1) Santa Clara (Primary Location)
  - 15-2049 (rev 1) Monterey
  - 15-2069 (rev 1) San Joaquin
  - 15-5623 (rev 1) Alameda
- Attach #5 VA Directive 0700
- Attach #6 Price Schedule
- Attach #7 Past Performance Survey