

*United States Bankruptcy Court
Southern District of Florida*

Request for Quotation

RFQ Number/Name: BPR2019/00096 – MIA LMI Chambers Flooring 817
Request Date: August 30, 2019

To:

Special Notes:

The United States Bankruptcy Court, Southern District of Florida is seeking a contractor to provide and install of Chamber Flooring. located in the C. Clyde Atkins U.S. Courthouse at 301 North Miami Ave, Miami, FL 33128. Room 817

Site Visit: Tuesday, September 10, 2019 at 10:30am

Questions Due Date: Thursday, September 12, 2019 at 10:00am

Proposal Due Date: Monday, September 16, 2019 at 12:00pm

Work Schedule: Schedule to be determined after award of contract.

Questions: Vendors must submit all questions in writing to the Contracting Officer Representative (COR) via email. Answers to all questions submitted will be provided in writing to all vendors on the bidder's list for this acquisition.

This is a request for **Open Market Pricing**. A fixed price award will be made from this RFQ based on the lowest priced, technically acceptable offer.

The Contracting Officer (CO) is: Melissa Long
Phone: (305) 523-5642
Email: Melissa_long@flsd.uscourts.gov

The Contracting Officer's Representative (COR) is:
Andrew Abreu
Phone: (305) 714-1837
Email: andrew_abreu@flsb.uscourts.gov

Quotes and questions concerning this RFQ must be e-mailed to the Contracting Officer's Representative (COR):
Andrew Abreu
United States Bankruptcy Court
301 North Miami Avenue
Miami, FL 33128
Phone: (305) 714-1837
Email: andrew_abreu@flsb.uscourts.gov

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			
1. REQUEST NO. FLSBCLERK19-0001	2. DATE ISSUED 08/28/2019	3. REQUISITION/PURCHASE REQUEST NO. FLSBCLERK19-0075	NOT USED
5a. ISSUED BY Melissa Long, 3055235642 U.S. Bankruptcy Court Procurement Services C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Room 396 Miami, FL 33128		6. DELIVER BY (date) See Line Items	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER <i>(See Schedule)</i>	
NAME Melissa Long		9. DESTINATION Honorable Laurel M. Isicoff C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave 8th Floor Miami, FL 33128	
TELEPHONE NUMBER AREA CODE NUMBER 305 5235642 Ext.:			
8. TO:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/16/2019 12:00:00		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.	

11. SCHEDULE (Include applicable Federal, State and local taxes)

CLIN NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
See Lines					

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [] are [X] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE AREA CODE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)			
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Move furniture, remove and dispose of existing floor, protect judiciary property. See statement of work.	1	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Provide and install new engineered wood floors in Judge's office. Flooring specs will be provided by US Bankruptcy Court. See statement of work.	1	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	Provide new high grade carpet tiles throughout chambers except Judge's office. Floor specs will be provided by the US Bankruptcy Court. See statement of work.	1	Job		

SOW-1 Statement of Work**INTRODUCTION**

The United States Bankruptcy Court, Southern District of Florida is seeking a contractor to provide and install flooring located in the C. Clyde Atkins U.S. Courthouse at 301 North Miami Ave, Miami, FL 33128. Room 817

SCOPE

Remove and discard existing flooring throughout chambers. Remove any screws / nails that are drilled into the concrete floor and patch all holes. Clean concrete flooring of all debris. Lay new flooring (see attached for flooring specs). New flooring will be flush with the walls. No bubbling or lumps will be accepted. All work shall comply with the highest industry standards and the latest requirements of the State or local Environmental Codes, and the most restrictive of all applicable Federal, State and/or local Codes.

Site work/General

1. Protect all existing surfaces and areas that could be affected by this work including but not limited to finishes, millwork, furniture, etc.

2. Remove and discard all existing flooring.
3. Move equipment and furniture as required for installation and reinstall after work is complete.
4. Work that is disruptive to the courts will need to be scheduled with management to not disrupt the court's operations.
5. Site is to be kept clean daily. Debris removal is to be coordinated with the U.S. Bankruptcy Court. Dumpsters are not allowed to remain overnight at the courthouse. If a dumpster is required it must be delivered, filled and removed from the premises on the same day between 9:00 am and 5:00 pm.
6. Deliveries of supplies and materials to the site need to be coordinated with the U.S. Bankruptcy Court a minimum of 96 hours in advance of receipt. The name of the company as well as vehicle and driver information will be required for all deliveries.
7. Any damage done by the contractor to the existing construction, furniture, equipment or finishes shall be repaired by the contractor at no cost to the government.
8. Entire work area including furniture and equipment shall be thoroughly vacuumed and dusted after the floor mat installation and equipment build out is completed.

Judge Office Flooring

1. Provide and install engineered wood floor. Wood color and design to be selected by the U.S. Bankruptcy Court and provided by the contractor.
2. All work will be conducted during regular business hours between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday except for all federal holidays. The installation schedule shall be coordinated with the U.S. Bankruptcy Court.

Chamber Flooring

1. Provide and install New High-Grade Carpet Tiles throughout chambers. (All colors and materials to be chosen by the U.S. Bankruptcy Court)
2. Existing wood base boards will be removed and reinstalled after installation of new flooring.
3. All work will be conducted during regular business hours between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday except for all federal holidays. The installation schedule shall be coordinated with the U.S. Bankruptcy Court.

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
1-1	Employment by the Government	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-5B	Inspection of Services	APR 2013
2-35	F.o.b. Destination, Within Judiciary's Premises	JAN 2003
2-60	Stop-Work Order	JAN 2010
2-75	Liquidated Damages	JAN 2003
2-80	Judiciary Property	JAN 2003
2-95	Material Requirements	JAN 2003
2-120	Submission of Invoice	OCT 2006
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003

Clause	Title	Date
3-40	Restrictions on Subcontractor Sales to the Judiciary	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records	APR 2011
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-150	Contract Work Hours and Safety Standards Act-Overtime Compensation	JAN 2003
3-155	Walsh-Healey Public Contracts Act	JUN 2012
3-160	Service Contract Act of 1965	JUN 2012
3-180	Fair Labor Standards Act and Service Contract Act-Price Adjustment	APR 2011
3-205	Protest after Award	JAN 2003
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
4-65	Fixed Fee	APR 2013
5-75	Suspensions and Delays	JAN 2003
7-1	Contract Administration	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary-Contractor Relationships	JAN 2003
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-80	Competition in Subcontracting	JAN 2003
7-85	Examination of Records	JAN 2003
7-95	Contractor Inspection Requirements	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-125	Invoices	APR 2011
7-130	Interest (Prompt Payment)	JAN 2003

Clause	Title	Date
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-195	Excusable Delays	JAN 2003
7-200	Judiciary Delay of Work	JAN 2003
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

AO-4 INVOICES AUG 2008

All invoices shall be submitted to Andrew_Abreu@flsb.uscourts.gov. Please reference the purchase order on the invoice.

AO-5 PERSONNEL PERFORMANCE/REPLACEMENT (Including Key Personnel) AUG 2008

The Government reserves the right to judge the technical skills of on-site individuals, and the managerial skill of the Project Director, and to request a replacement if such is deemed necessary by the Government. The Government reserves the right to accept or reject any proposed individual with written notification.

The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the Contractor for any position, and may require the Contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.

For temporary and/or permanent replacement personnel, the Contractor shall follow the procedures outlined in Section [xx] above.

B-5 Clauses Incorporated by Reference OCT 2010

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

2-20C Warranty of Services JAN 2003

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be

free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the judiciary"; within 1000 hours of use by the judiciary;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either

- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
- (2) that the judiciary does not require correction or re-performance.
- (c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.
- (d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

(END)

2-30A Time of Delivery

APR 2013

- (a) The judiciary requires all items to be delivered by no later than September 30, 2019. The offeror proposes delivery of all items by no later than _____.
- (b) The judiciary will evaluate equally, as regards time of delivery, offers that proposed delivery within the period specified above. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.
- (c) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

(END)

2-65 Key Personnel

APR 2013

- (a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
 - (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 - (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
 - (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessit-

ating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:

(a) name of person;

(b) functional responsibility;

(c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);

(d) citizenship status;

(e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and

(f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

(b) The following individuals are designated as key personnel under this contract:

[Contracting Officer to add names upon contract award]

(END)

6-20 Insurance-Work On or Within a Judiciary Facility

APR 2011

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) *Workman's Compensation and Employee's Liability Insurance.* The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) *Automobile Liability Insurance.* The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) *General Liability Insurance.* The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) *Self-Insurance.* If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(END)

7-5 Contracting Officer's Representative

APR 2013

(a) Upon award, a contracting officer's representative (COR) may be appointed by the contracting officer. The COR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COR will not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COR, if appointed, may be assigned one or more of the following responsibilities:

- (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
- (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
- (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
- (4) providing the contracting officer a written request and justification for changes;
- (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
- (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

(END)

7-10 Contractor Representative

JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name:

Address:

Telephone:

Email:

Fax: _____

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

JO1 Department of Labor Wage Determination

Department of Labor Wage Determination No.: 2015-4536, Date of Last Revision: 07/16/2019. Vendor to choose Occupation Code.

Representations, Certifications and Other Statements of Offerors or Respondents

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
3-15	Place of Performance	JAN 2003

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) through (f) of this provision to comply

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

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

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

TIN has been applied for.

TIN is not required, because: _____

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per-26 CFR 1.6049-4;

other _____.

(f) *Contractor Representations*

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

Women Owned Business

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

Black American Owned

Hispanic American Owned

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

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

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

Individual/concern, other than one of the preceding.

(END)

3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters APR 2011

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal

or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ___ have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

ii. The offeror ___ has ___ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the con-

tract resulting from this solicitation for default.

(END)

3-30 Certificate of Independent Price Determination

JAN 2003

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

- (A) those prices;
- (B) the intention to submit an offer; or
- (C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END)

3-130 Authorized Negotiators

JAN 2003

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____

Titles: _____

Telephone: _____

Fax: _____

Email: _____

(END)

Instructions to Offerors or Respondents

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004

Clause	Title	Date
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-135	Single or Multiple Awards	JAN 2003
3-210	Protests	JUN 2014
3-315	Submission of Electronic Funds Transfer Information with Offer	APR 2013
7-60	Judiciary Furnished Property or Services	JAN 2003

B-1 Solicitation Provisions Incorporated by Reference OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

4-1 Type of Contract JAN 2003

The judiciary plans to award a firm fixed price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(END)

AO-1 ASSUMPTIONS, CONDITIONS OR EXCEPTIONS AUG 2008

Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with any of the contractual and cost/price terms and conditions of this Statement of Work. If not noted in this section of the proposal, it will be assumed that the Offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's proposal.

TSL.1 GENERAL INSTRUCTIONS FOR PROPOSALS SEP 2012

Section A - Solicitation/Offer/Acceptance Form

Section A, page 1, is the **Solicitation/Offer/Acceptance**. The offeror must fill out the following blocks on the form:

- (1) Block 13a, name of offeror.
- (2) Block 13b, street address of offeror,
- (3) Block 13c, county of offeror.
- (4) Block 13d, city of offeror.
- (5) Block 13e, state of offeror.
- (6) Block 13f, zip of offeror.
- (7) Block 14, signature of person authorized to sign quotation.
- (8) Block 15, date of quotation.
- (9) Block 16a, name (printed) of offeror.
- (10) Block 16b, telephone of offeror.
- (11) Block 16c, title of offeror.

Section B - Submission of Prices

(1) **Services** - The offeror must provide a response to every requested service item.

(2) **Prices** - The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item.

(3) Acceptable Responses

(a) **Unit Price** - Sliding price scales will not be accepted by the judiciary. The price will reflect the unit as defined in Section B and the Statement of Work for each project code.

(b) **"N/C" = No Charge** - For any item that the offeror will provide without charge or without additional charge, the offeror shall insert "N/C" in the Unit Price column of Section B.

Proposal Submission

By submission of a signed proposal, the offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or contract.

The offeror must check or complete all applicable boxes or blocks in the solicitation and submit the full section as part of the proposal.

Submit to: Andrew Abreu

email: Andrew_Abreu@flsb.uscourts.gov.

Telephone: 305-714-1837

(END)

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |
 |
 | Wage Determination No.: 2015-4536
 Daniel W. Simms Division of | Revision No.: 13
 Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida County of Broward

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.19
01012 - Accounting Clerk II		17.05
01013 - Accounting Clerk III		19.07
01020 - Administrative Assistant		26.71
01035 - Court Reporter		18.82
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.29
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		13.16
01052 - Data Entry Operator II		14.37
01060 - Dispatcher Motor Vehicle		17.16
01070 - Document Preparation Clerk		14.77
01090 - Duplicating Machine Operator		14.77
01111 - General Clerk I		13.76
01112 - General Clerk II		15.02
01113 - General Clerk III		16.86
01120 - Housing Referral Assistant		20.88
01141 - Messenger Courier		14.15
01191 - Order Clerk I		14.72
01192 - Order Clerk II		16.06
01261 - Personnel Assistant (Employment) I		16.97
01262 - Personnel Assistant (Employment) II		18.98
01263 - Personnel Assistant (Employment) III		21.16
01270 - Production Control Clerk		20.75
01290 - Rental Clerk		14.93
01300 - Scheduler Maintenance		16.74

01311 - Secretary I	16.74
01312 - Secretary II	18.73
01313 - Secretary III	20.88
01320 - Service Order Dispatcher	15.35
01410 - Supply Technician	26.71
01420 - Survey Worker	18.92
01460 - Switchboard Operator/Receptionist	13.98
01531 - Travel Clerk I	16.06
01532 - Travel Clerk II	17.45
01533 - Travel Clerk III	18.69
01611 - Word Processor I	15.20
01612 - Word Processor II	17.06
01613 - Word Processor III	19.08
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.50
05010 - Automotive Electrician	17.93
05040 - Automotive Glass Installer	16.75
05070 - Automotive Worker	16.75
05110 - Mobile Equipment Servicer	14.15
05130 - Motor Equipment Metal Mechanic	19.11
05160 - Motor Equipment Metal Worker	16.75
05190 - Motor Vehicle Mechanic	19.11
05220 - Motor Vehicle Mechanic Helper	12.85
05250 - Motor Vehicle Upholstery Worker	15.49
05280 - Motor Vehicle Wrecker	16.75
05310 - Painter Automotive	17.93
05340 - Radiator Repair Specialist	16.75
05370 - Tire Repairer	12.76
05400 - Transmission Repair Specialist	19.11
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.20
07041 - Cook I	14.20
07042 - Cook II	16.81
07070 - Dishwasher	9.97
07130 - Food Service Worker	11.30
07210 - Meat Cutter	15.61
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.41
09040 - Furniture Handler	9.80
09080 - Furniture Refinisher	16.48
09090 - Furniture Refinisher Helper	11.83
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.48
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.18
11060 - Elevator Operator	10.89
11090 - Gardener	17.68
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer Grounds Maintenance	12.73
11240 - Maid or Houseman	10.97
11260 - Pruner	11.09
11270 - Tractor Operator	16.05
11330 - Trail Maintenance Worker	12.73
11360 - Window Cleaner	12.50
12000 - Health Occupations	
12010 - Ambulance Driver	15.34
12011 - Breath Alcohol Technician	19.06
12012 - Certified Occupational Therapist Assistant	31.78
12015 - Certified Physical Therapist Assistant	28.81
12020 - Dental Assistant	19.65
12025 - Dental Hygienist	31.91
12030 - EKG Technician	24.21
12035 - Electroneurodiagnostic Technologist	24.21

12040 - Emergency Medical Technician	15.34
12071 - Licensed Practical Nurse I	18.00
12072 - Licensed Practical Nurse II	20.13
12073 - Licensed Practical Nurse III	22.44
12100 - Medical Assistant	16.44
12130 - Medical Laboratory Technician	21.65
12160 - Medical Record Clerk	17.77
12190 - Medical Record Technician	19.89
12195 - Medical Transcriptionist	18.61
12210 - Nuclear Medicine Technologist	36.19
12221 - Nursing Assistant I	12.08
12222 - Nursing Assistant II	13.57
12223 - Nursing Assistant III	14.82
12224 - Nursing Assistant IV	16.64
12235 - Optical Dispenser	19.33
12236 - Optical Technician	15.24
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	15.27
12305 - Radiologic Technologist	28.53
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	29.80
12313 - Registered Nurse II Specialist	29.80
12314 - Registered Nurse III	36.04
12315 - Registered Nurse III Anesthetist	36.04
12316 - Registered Nurse IV	43.22
12317 - Scheduler (Drug and Alcohol Testing)	23.33
12320 - Substance Abuse Treatment Counselor	24.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.68
13012 - Exhibits Specialist II	25.62
13013 - Exhibits Specialist III	31.34
13041 - Illustrator I	20.78
13042 - Illustrator II	25.74
13043 - Illustrator III	31.48
13047 - Librarian	30.39
13050 - Library Aide/Clerk	13.41
13054 - Library Information Technology Systems Administrator	26.99
13058 - Library Technician	19.27
13061 - Media Specialist I	18.57
13062 - Media Specialist II	20.78
13063 - Media Specialist III	23.16
13071 - Photographer I	16.89
13072 - Photographer II	18.89
13073 - Photographer III	23.40
13074 - Photographer IV	28.63
13075 - Photographer V	34.63
13090 - Technical Order Library Clerk	16.85
13110 - Video Teleconference Technician	17.63
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.41
14042 - Computer Operator II	18.36
14043 - Computer Operator III	20.47
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	25.19
14071 - Computer Programmer I (see 1)	22.63
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.41
14160 - Personal Computer Support Technician	22.75
14170 - System Support Specialist	25.84

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.48
15020 - Aircrew Training Devices Instructor (Rated)	38.08
15030 - Air Crew Training Devices Instructor (Pilot)	41.70
15050 - Computer Based Training Specialist / Instructor	31.48
15060 - Educational Technologist	26.98
15070 - Flight Instructor (Pilot)	41.70
15080 - Graphic Artist	23.71
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.28
15086 - Maintenance Test Pilot Rotary Wing	39.28
15088 - Non-Maintenance Test/Co-Pilot	39.28
15090 - Technical Instructor	24.76
15095 - Technical Instructor/Course Developer	30.28
15110 - Test Proctor	19.99
15120 - Tutor	19.99
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.17
16030 - Counter Attendant	10.17
16040 - Dry Cleaner	12.64
16070 - Finisher Flatwork Machine	10.17
16090 - Presser Hand	10.17
16110 - Presser Machine Drycleaning	10.17
16130 - Presser Machine Shirts	10.17
16160 - Presser Machine Wearing Apparel Laundry	10.17
16190 - Sewing Machine Operator	13.45
16220 - Tailor	14.26
16250 - Washer Machine	11.01
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.86
19040 - Tool And Die Maker	22.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.31
21030 - Material Coordinator	20.75
21040 - Material Expediter	20.75
21050 - Material Handling Laborer	12.77
21071 - Order Filler	11.85
21080 - Production Line Worker (Food Processing)	17.31
21110 - Shipping Packer	14.95
21130 - Shipping/Receiving Clerk	14.95
21140 - Store Worker I	10.43
21150 - Stock Clerk	15.93
21210 - Tools And Parts Attendant	17.31
21410 - Warehouse Specialist	17.31
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.27
23019 - Aircraft Logs and Records Technician	23.82
23021 - Aircraft Mechanic I	29.39
23022 - Aircraft Mechanic II	31.27
23023 - Aircraft Mechanic III	33.13
23040 - Aircraft Mechanic Helper	19.75
23050 - Aircraft Painter	26.98
23060 - Aircraft Servicer	23.82
23070 - Aircraft Survival Flight Equipment Technician	26.98
23080 - Aircraft Worker	25.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.39
23110 - Appliance Mechanic	18.86
23120 - Bicycle Repairer	15.44
23125 - Cable Splicer	25.67
23130 - Carpenter Maintenance	19.31
23140 - Carpet Layer	19.11
23160 - Electrician Maintenance	20.92
23181 - Electronics Technician Maintenance I	24.51

23182 - Electronics Technician Maintenance II	26.58
23183 - Electronics Technician Maintenance III	29.81
23260 - Fabric Worker	17.63
23290 - Fire Alarm System Mechanic	19.92
23310 - Fire Extinguisher Repairer	15.60
23311 - Fuel Distribution System Mechanic	22.92
23312 - Fuel Distribution System Operator	16.97
23370 - General Maintenance Worker	16.46
23380 - Ground Support Equipment Mechanic	29.39
23381 - Ground Support Equipment Servicer	23.82
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.60
23392 - Gunsmith II	18.47
23393 - Gunsmith III	21.07
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.79
23430 - Heavy Equipment Mechanic	23.97
23440 - Heavy Equipment Operator	20.55
23460 - Instrument Mechanic	21.09
23465 - Laboratory/Shelter Mechanic	19.76
23470 - Laborer	12.77
23510 - Locksmith	23.19
23530 - Machinery Maintenance Mechanic	22.98
23550 - Machinist Maintenance	20.03
23580 - Maintenance Trades Helper	14.34
23591 - Metrology Technician I	21.09
23592 - Metrology Technician II	22.74
23593 - Metrology Technician III	23.86
23640 - Millwright	21.19
23710 - Office Appliance Repairer	19.50
23760 - Painter Maintenance	17.51
23790 - Pipefitter Maintenance	22.70
23810 - Plumber Maintenance	21.29
23820 - Pneudraulic Systems Mechanic	21.07
23850 - Rigger	22.35
23870 - Scale Mechanic	18.47
23890 - Sheet-Metal Worker Maintenance	20.06
23910 - Small Engine Mechanic	19.53
23931 - Telecommunications Mechanic I	26.99
23932 - Telecommunications Mechanic II	28.72
23950 - Telephone Lineman	20.79
23960 - Welder Combination Maintenance	18.69
23965 - Well Driller	21.07
23970 - Woodcraft Worker	21.07
23980 - Woodworker	15.60
24000 - Personal Needs Occupations	
24550 - Case Manager	17.10
24570 - Child Care Attendant	10.93
24580 - Child Care Center Clerk	15.33
24610 - Chore Aide	11.54
24620 - Family Readiness And Support Services Coordinator	17.10
24630 - Homemaker	17.10
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.18
25040 - Sewage Plant Operator	24.77
25070 - Stationary Engineer	23.18
25190 - Ventilation Equipment Tender	15.59
25210 - Water Treatment Plant Operator	24.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.10
27007 - Baggage Inspector	11.88
27008 - Corrections Officer	33.02

27010 - Court Security Officer	32.52
27030 - Detection Dog Handler	18.11
27040 - Detention Officer	33.02
27070 - Firefighter	33.91
27101 - Guard I	11.88
27102 - Guard II	18.11
27131 - Police Officer I	33.00
27132 - Police Officer II	36.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.31
28042 - Carnival Equipment Repairer	16.87
28043 - Carnival Worker	10.58
28210 - Gate Attendant/Gate Tender	15.86
28310 - Lifeguard	16.05
28350 - Park Attendant (Aide)	17.75
28510 - Recreation Aide/Health Facility Attendant	12.95
28515 - Recreation Specialist	21.99
28630 - Sports Official	14.13
28690 - Swimming Pool Operator	19.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.88
29020 - Hatch Tender	25.88
29030 - Line Handler	25.88
29041 - Stevedore I	23.93
29042 - Stevedore II	27.69
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.28
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.47
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.34
30021 - Archeological Technician I	18.66
30022 - Archeological Technician II	20.89
30023 - Archeological Technician III	24.98
30030 - Cartographic Technician	25.86
30040 - Civil Engineering Technician	25.11
30051 - Cryogenic Technician I	26.96
30052 - Cryogenic Technician II	29.79
30061 - Drafter/CAD Operator I	18.66
30062 - Drafter/CAD Operator II	20.89
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.66
30081 - Engineering Technician I	18.79
30082 - Engineering Technician II	21.92
30083 - Engineering Technician III	24.53
30084 - Engineering Technician IV	29.22
30085 - Engineering Technician V	35.73
30086 - Engineering Technician VI	41.29
30090 - Environmental Technician	20.88
30095 - Evidence Control Specialist	24.05
30210 - Laboratory Technician	22.08
30221 - Latent Fingerprint Technician I	26.40
30222 - Latent Fingerprint Technician II	29.16
30240 - Mathematical Technician	25.86
30361 - Paralegal/Legal Assistant I	20.51
30362 - Paralegal/Legal Assistant II	25.41
30363 - Paralegal/Legal Assistant III	31.08
30364 - Paralegal/Legal Assistant IV	37.60
30375 - Petroleum Supply Specialist	29.41
30390 - Photo-Optics Technician	25.86
30395 - Radiation Control Technician	29.41
30461 - Technical Writer I	23.96
30462 - Technical Writer II	29.31
30463 - Technical Writer III	35.45
30491 - Unexploded Ordnance (UXO) Technician I	26.24
30492 - Unexploded Ordnance (UXO) Technician II	31.74
30493 - Unexploded Ordnance (UXO) Technician III	38.05

30494 - Unexploded (UXO) Safety Escort	26.24
30495 - Unexploded (UXO) Sweep Personnel	26.24
30501 - Weather Forecaster I	26.96
30502 - Weather Forecaster II	32.40
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	23.28
30621 - Weather Observer Senior (see 2)	25.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.74
31020 - Bus Aide	12.46
31030 - Bus Driver	18.95
31043 - Driver Courier	14.92
31260 - Parking and Lot Attendant	9.67
31290 - Shuttle Bus Driver	16.45
31310 - Taxi Driver	12.06
31361 - Truckdriver Light	16.45
31362 - Truckdriver Medium	17.99
31363 - Truckdriver Heavy	19.54
31364 - Truckdriver Trailer	19.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.48
99030 - Cashier	9.97
99050 - Desk Clerk	11.96
99095 - Embalmer	24.75
99130 - Flight Follower	26.24
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	15.28
99260 - Marketing Analyst	29.71
99310 - Mortician	27.23
99410 - Pest Controller	16.23
99510 - Photofinishing Worker	14.45
99710 - Recycling Laborer	21.60
99711 - Recycling Specialist	27.24
99730 - Refuse Collector	18.82
99810 - Sales Clerk	12.58
99820 - School Crossing Guard	12.68
99830 - Survey Party Chief	21.20
99831 - Surveying Aide	12.80
99832 - Surveying Technician	19.32
99840 - Vending Machine Attendant	11.98
99841 - Vending Machine Repairer	15.62
99842 - Vending Machine Repairer Helper	11.98

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split combine or subdivide
classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."