

<b>SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER FLSBCLERK20-0052			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER FLSBCLERK20-0009	6. SOLICITATION ISSUE DATE 08/17/2020
7. FOR INFORMATION CALL:		a. NAME Melissa Long		b. TELEPHONE NUMBER (No collect calls) 3055235642		8. OFFER DUE DATE / LOCAL TIME 08/31/2020 12:00:00

9. ISSUED BY U.S. Bankruptcy Court Procurement Services C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Room 396 Miami, FL 33128		CODE	FLS_BCA	10. NOT USED		
--	--	------	---------	--------------	--	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. NOT USED		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP	
--	--	--------------------	--	--------------	--	--	--

15. DELIVER TO U.S. Bankruptcy Court Procurement Services C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Room 396 Miami, FL 33128		CODE	FLS_BCA	16. ADMINISTERED BY (if other than Block 9)		CODE	
--	--	------	---------	---	--	------	--

17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Bankruptcy Court Procurement Services C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Room 396 Miami, FL 33128		CODE	FLS_BCA
Telephone No.									

<input type="checkbox"/> 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 <input type="checkbox"/>				
--	--	--	--	--	---	--	--	--	--

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
--------------	--	--------------	----------	----------------	------------

See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2020-092000-B11FLSC-B11FLSC-2510-FLS-2020				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
--	--	--	--	---	--

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

<input type="checkbox"/> 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.			<input type="checkbox"/> 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

**Supplies or Services and Prices/Costs**

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Judge's Office Flooring	1	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Chambers Flooring	1	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	Chambers Paint	1	Job		

**SOW-1 Statement of Work****Bases of Design/Scope of Work**

The U.S. Bankruptcy Court, Southern District of Florida, located at the Clyde C. Atkins U.S. Courthouse 301 N. Miami Ave Miami, FL 33128 is seeking a contractor to remove and install new wood and carpet flooring and paint in room 417. All the work shall comply with the U.S. Courts Design Guide, PQ 100, and the latest requirements of the State or local Environmental Codes, National Fire Protection Association, the National Electrical Code and the most restrictive of all applicable Federal, State and/or local Codes.

**1.1 Site work/General**

1. Protect all existing construction, equipment, surfaces and areas that could be affected by this new construction, including but not limited to wall, ceiling, floor finishes, millwork, surface mounted cables and equipment for courtroom AV system, furniture, etc.
2. Move equipment and furniture, etc. as required. Move/reinstall furniture back after installation is completed.
3. Site is to be kept clean daily. Debris removal is to be coordinated with the U.S. Bankruptcy Court and GSA. 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 8:00 am and 5:00 pm. This must be coordinated with the U.S. Bankruptcy Court.
4. All personnel on site will be subject to a security background check as per USMS and GSA.
5. Deliveries of supplies and materials to the site need to be coordinated with the U.S. Bankruptcy Court, GSA and the USMS 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.
6. Any damage done by the contractor to the existing construction, furniture, equipment and/or finishes will be repaired by the contractor at no cost to the government.
7. Entire work area including furniture and equipment shall be thoroughly vacuumed and dusted after each day of work until work is complete.
8. 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 federal holidays. The installation schedule shall be coordinated with the

U.S. Bankruptcy Court.

## 1.2 Judge's Office Flooring

1. Remove existing carpet throughout the Judge's office. Remove any nails/debris and patch any holes.
2. Provide and install wood flooring. All selections will be provided by the Contractor and chosen by the U.S. Bankruptcy Court.

## 1.3 Chambers Flooring

1. Remove existing carpet throughout chambers. Remove any nails/debris and patch any holes.
2. Provide and install carpet padding and new high-grade rolled carpet throughout chambers. All selections will be provided by the Contractor and chosen by the U.S. Bankruptcy Court.
3. Remove existing baseboards and replace after installation of carpet.

## 1.4 Chamber Paint

1. Patch and repair any damage to existing walls.
2. Wall surfaces to be primed with one coat of latex primer and painted with two coats of satin latex paint. Paint for walls will be selected by the U.S. Bankruptcy Court. All paint used shall be zero VOC emissions latex paint.

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

Clause	Title	Date
1-10	Gratuities or Gifts	JAN 2010
2-5B	Inspection of Services	APR 2013
2-10	Responsibility for Products	JAN 2010
2-20B	Contractor Warranty (Products)	JAN 2010
2-35	F.o.b. Destination, Within Judiciary's Premises	JAN 2003
2-55	Privacy or Security Safeguards	JAN 2003
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
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
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-150	Contract Work Hours and Safety Standards Act-Overtime Compensation	JAN 2003
3-180	Fair Labor Standards Act and Service Contract Act-Price Adjustment	APR 2011
3-300	Registration in the System for Award Management (SAM)	APR 2013

Clause	Title	Date
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
4-65	Fixed Fee	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-25	Indemnification	AUG 2004
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
7-215	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

**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)

(a) The following provisions are incorporated by reference into the request for quotations (RFQ):

- (1) Provision 3-70, Determination of Responsibility (JAN 2003)
- (2) Provision 3-210, Protests (JUN 2014)
- (3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

(b) The contractor shall comply with the following clauses incorporated by reference:

- (1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
- (2) Clause 2-60, Stop-Work Order (JAN 2010)
- (3) Clause 3-205, Protest After Award (JAN 2003)
- (4) Clause 7-20, Security Requirements (APR2013)
- (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
- (6) Clause 7-35, Disclosure or Use of Information (APR 2013)
- (7) Clause 7-85, Examination of Records (JAN 2003)
- (8) Clause 7-125, Invoices (JAN 2010)
- (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- (12) Clause 7-150, Extras (JAN 2003)
- (13) Clause 7-185, Changes (APR 2013)
- (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- (15) Clause 7-210, Payment for Emergency Closures (APR 2013)
- (16) Clause 7-235, Disputes (JAN 2003)

(c) The contractor shall comply with the following clauses, incorporated by reference, unless the circumstances do not apply:

- (1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
- (2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)
- (3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
- (4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized)
- (5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)

(6) The following apply to Products only:

- a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
- b) Clause, 2-45, Packaging and Marking (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)
- c) Clause, 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to product procurements over \$15,000 for manufacturing or furnishing products)

(7) The following apply to Services only:

- a) Clause 1-1, Employment by the Government (JAN 2003)
- b) Clause 1-5, Conflict of Interest (JAN 2003)
- c) Clause 3-160, Service Contract Act of 1965 (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements, or Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements apply. See (c)(7)(g) and (c)(7)(h) below.)
- d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
- e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)

f) Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour procurements.)

g) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)

h) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)

(d) *Inspection/Acceptance.* The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this procurement. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:

(1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) *Termination for the judiciary's convenience.* The judiciary reserves the right to terminate this procurement, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this procurement, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The judiciary may terminate this procurement, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this procurement for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this procurement.

(END)

(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)

7-10 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)

7-50 Parking (Alternate)

---

There is no contractor parking available at the Clyde C. Atkins U.S. Courthouse. In the event that this contract requires the delivery of equipment or materials to the Clyde C. Atkins U.S. Courthouse, the contractor shall park delivery vehicles at designated locations within the Clyde C. Atkins U.S. Courthouse complex **ONLY WHILE LOADING AND UNLOADING THE VEHICLE**. Arrangements for pick-up and delivery at the Clyde C. Atkins U.S. Courthouse shall be coordinated with the Contracting Officer's Representative (COR) and made in accordance with building management policies.

WDL Wage Determination

---

Wage Determination No.: 2015-4544. Date of Last Revision: 05/01/2020.  
 Contractor will determine which Occupation Code applies.

**Representations, Certifications and Other Statements of Offerors or Respondents**

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)

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 hav-

ing 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 contract 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)

*(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)

**Instructions to Offerors or Respondents**

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

Clause	Title	Date
2-70	Site Visit	JAN 2003
3-135	Single or Multiple Awards	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
2-100	Brand Name or Equal	APR 2013

3-100 Instructions to Offerors APR 2013

(a) *Definitions.* As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) *Amendments to Solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.

(c) *Submission, modification, revision, and withdrawal of offers.*

(1) Unless some other method (e.g., facsimile) is permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and email address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and email addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it is in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(A) there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or

(B) it is the only offer received.

However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary office includes the time/date stamp of that office on the offer wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the Provision 3-115, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Unless otherwise specified in the solicitation, offers on less than all items solicited will not be considered.

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) *Offer expiration date.* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [[insert numbers or other identification of sheets]]; and

(2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award.*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

(3) The judiciary may waive informalities and minor irregularities in offers received.

(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

(i) the overall evaluated cost or price and technical rating of the successful offeror;

(ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;

(iii) a summary of the rationale for award; and

(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

(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)

#### 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)

#### TSL.1 Instructions to Offerors or Respondents

##### **TSL.1 Instructions to Offeror**

**RFQ Number/Name: BPR2020/00095 – MIA RAM Chambers Remodel**

Request Date: August 17, 2020

##### **Introduction**

The U.S. Bankruptcy Court, Southern District of Florida, located at the Clyde C. Atkins U.S. Courthouse 301 N. Miami Ave Miami, FL 33128 is seeking a contractor to remove and install wood flooring and carpet and paint in room 417. All vendors must confirm who will attend the site visit by Thursday, August 20, 2020 at 12:00pm.

Site Visit: Wednesday, August 26, 2020 at 10:00am

Questions Due Date: Friday, August 28, 2020 at 10:00am

Proposal Due Date: Monday, August 31, 2020 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 (LPTA) 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) 714-1840  
 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  
 Email: andrew\_abreu@flsb.uscourts.gov

### **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 17A, name and address of offeror.
- (2) Block 17b, check box if remit to address is different from address in box 17A.
- (3) Block 30a, signature(4) Block 30a, signature.
- (4) Block 30b, name and title of person authorized to sign the offer
- (5) Block 30c, date signed.

### **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.
  - (c) Subcontracted Service Items - For service items that the offeror proposes to subcontract, the offeror shall insert the letter "S" following the price inserted in the Unit Price column. Services referred to another provider shall be considered subcontracting and shall require the "S" designation.

### **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. Note: The offeror is not required to submit solicitation sections C, D, E, and F as part of its proposal.

### **Section K - Representations, Certifications, and Other Statements of Offeror**

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

**Sections L (Instructions, Conditions and Notices to Offerors) and M (Evaluation Criteria)**

Sections L and M contain proposal instructions and evaluation information and do not become part of any resultant agreement.

(END)

**Evaluation of Quotes**

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

Clause	Title	Date
3-70	Determination of Responsibility	JAN 2003



"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
Wage Determination No.: 2015-4544 Revision No.: 15 Date Of Last Revision: 05/01/2020	

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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 Dade

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.66
01012 - Accounting Clerk II		17.57
01013 - Accounting Clerk III		19.66
01020 - Administrative Assistant		27.10
01035 - Court Reporter		19.08
01041 - Customer Service Representative I		12.96
01042 - Customer Service Representative II		14.56
01043 - Customer Service Representative III		15.89
01051 - Data Entry Operator I		13.82
01052 - Data Entry Operator II		15.09
01060 - Dispatcher Motor Vehicle		17.11
01070 - Document Preparation Clerk		14.96
01090 - Duplicating Machine Operator		14.96
01111 - General Clerk I		14.14
01112 - General Clerk II		15.43
01113 - General Clerk III		17.32
01120 - Housing Referral Assistant		21.28
01141 - Messenger Courier		14.99
01191 - Order Clerk I		14.39
01192 - Order Clerk II		15.71
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		21.49
01290 - Rental Clerk		14.93
01300 - Scheduler Maintenance		17.06
01311 - Secretary I		17.06
01312 - Secretary II		19.08
01313 - Secretary III		21.28
01320 - Service Order Dispatcher		15.29
01410 - Supply Technician		27.10
01420 - Survey Worker		20.30
01460 - Switchboard Operator/Receptionist		13.98
01531 - Travel Clerk I		16.25
01532 - Travel Clerk II		17.47
01533 - Travel Clerk III		19.38
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		19.22
05010 - Automotive Electrician		19.13
05040 - Automotive Glass Installer		17.86
05070 - Automotive Worker		17.86
05110 - Mobile Equipment Servicer		15.10
05130 - Motor Equipment Metal Mechanic		20.40
05160 - Motor Equipment Metal Worker		17.86
05190 - Motor Vehicle Mechanic		20.40
05220 - Motor Vehicle Mechanic Helper		13.71
05250 - Motor Vehicle Upholstery Worker		16.52
05280 - Motor Vehicle Wrecker		17.86
05310 - Painter Automotive		19.13
05340 - Radiator Repair Specialist		17.86
05370 - Tire Repairer		13.81

05400 - Transmission Repair Specialist	20.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.20
07041 - Cook I	13.50
07042 - Cook II	15.98
07070 - Dishwasher	10.70
07130 - Food Service Worker	11.70
07210 - Meat Cutter	15.41
07260 - Waiter/Waitress	10.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.90
09040 - Furniture Handler	8.38
09080 - Furniture Refinisher	14.98
09090 - Furniture Refinisher Helper	12.13
09110 - Furniture Repairer Minor	14.15
09130 - Upholsterer	17.06
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.51
11060 - Elevator Operator	11.33
11090 - Gardener	18.99
11122 - Housekeeping Aide	11.33
11150 - Janitor	11.33
11210 - Laborer Grounds Maintenance	13.67
11240 - Maid or Houseman	11.23
11260 - Pruner	11.91
11270 - Tractor Operator	17.24
11330 - Trail Maintenance Worker	13.67
11360 - Window Cleaner	13.01
12000 - Health Occupations	
12010 - Ambulance Driver	16.87
12011 - Breath Alcohol Technician	20.52
12012 - Certified Occupational Therapist Assistant	31.28
12015 - Certified Physical Therapist Assistant	29.49
12020 - Dental Assistant	18.70
12025 - Dental Hygienist	35.10
12030 - EKG Technician	23.82
12035 - Electroneurodiagnostic Technologist	23.82
12040 - Emergency Medical Technician	16.87
12071 - Licensed Practical Nurse I	18.34
12072 - Licensed Practical Nurse II	20.52
12073 - Licensed Practical Nurse III	22.88
12100 - Medical Assistant	17.03
12130 - Medical Laboratory Technician	23.82
12160 - Medical Record Clerk	16.69
12190 - Medical Record Technician	20.47
12195 - Medical Transcriptionist	17.92
12210 - Nuclear Medicine Technologist	35.46
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	20.85
12236 - Optical Technician	15.24
12250 - Pharmacy Technician	16.34
12280 - Phlebotomist	15.83
12305 - Radiologic Technologist	29.29
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	31.00
12313 - Registered Nurse II Specialist	31.00
12314 - Registered Nurse III	37.51
12315 - Registered Nurse III Anesthetist	37.51
12316 - Registered Nurse IV	44.95
12317 - Scheduler (Drug and Alcohol Testing)	25.41
12320 - Substance Abuse Treatment Counselor	28.72
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	22.97
13042 - Illustrator II	28.47
13043 - Illustrator III	34.82
13047 - Librarian	31.86
13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	28.75
13058 - Library Technician	18.18
13061 - Media Specialist I	19.77
13062 - Media Specialist II	22.28
13063 - Media Specialist III	24.85
13071 - Photographer I	17.44
13072 - Photographer II	19.52
13073 - Photographer III	24.18
13074 - Photographer IV	29.57
13075 - Photographer V	35.78
13090 - Technical Order Library Clerk	17.30
13110 - Video Teleconference Technician	19.39
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	23.27

(see 1)

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		26.39
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)		42.90
15050	- Computer Based Training Specialist / Instructor		31.48
15060	- Educational Technologist		28.17
15070	- Flight Instructor (Pilot)		42.90
15080	- Graphic Artist		25.96
15085	- Maintenance Test Pilot Fixed Jet/Prop		40.71
15086	- Maintenance Test Pilot Rotary Wing		40.71
15088	- Non-Maintenance Test/Co-Pilot		40.71
15090	- Technical Instructor		24.91
15095	- Technical Instructor/Course Developer		30.47
15110	- Test Proctor		20.11
15120	- Tutor		20.11
16000	- Laundry Dry-Cleaning Pressing And Related Occupations		
16010	- Assembler		10.50
16030	- Counter Attendant		10.50
16040	- Dry Cleaner		13.05
16070	- Finisher Flatwork Machine		10.50
16090	- Presser Hand		10.50
16110	- Presser Machine Drycleaning		10.50
16130	- Presser Machine Shirts		10.50
16160	- Presser Machine Wearing Apparel Laundry		10.50
16190	- Sewing Machine Operator		13.88
16220	- Tailor		14.72
16250	- Washer Machine		11.36
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.26
19040	- Tool And Die Maker		24.50
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		16.74
21030	- Material Coordinator		21.49
21040	- Material Expediter		21.49
21050	- Material Handling Laborer		13.44
21071	- Order Filler		12.82
21080	- Production Line Worker (Food Processing)		16.74
21110	- Shipping Packer		14.81
21130	- Shipping/Receiving Clerk		14.81
21140	- Store Worker I		10.76
21150	- Stock Clerk		16.44
21210	- Tools And Parts Attendant		16.74
21410	- Warehouse Specialist		16.74
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		31.54
23019	- Aircraft Logs and Records Technician		24.02
23021	- Aircraft Mechanic I		29.63
23022	- Aircraft Mechanic II		31.54
23023	- Aircraft Mechanic III		33.41
23040	- Aircraft Mechanic Helper		19.92
23050	- Aircraft Painter		26.57
23060	- Aircraft Servicer		24.02
23070	- Aircraft Survival Flight Equipment Technician		26.57
23080	- Aircraft Worker		25.98
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		25.98
23092	- Aircrew Life Support Equipment (ALSE) Mechanic II		29.63
23110	- Appliance Mechanic		19.84
23120	- Bicycle Repairer		13.81
23125	- Cable Splicer		25.04
23130	- Carpenter Maintenance		20.10
23140	- Carpet Layer		20.01
23160	- Electrician Maintenance		22.18
23181	- Electronics Technician Maintenance I		24.51
23182	- Electronics Technician Maintenance II		26.23
23183	- Electronics Technician Maintenance III		27.97
23260	- Fabric Worker		19.39
23290	- Fire Alarm System Mechanic		20.74
23310	- Fire Extinguisher Repairer		16.13
23311	- Fuel Distribution System Mechanic		24.22
23312	- Fuel Distribution System Operator		17.93
23370	- General Maintenance Worker		16.88
23380	- Ground Support Equipment Mechanic		29.63
23381	- Ground Support Equipment Servicer		24.02
23382	- Ground Support Equipment Worker		25.98
23391	- Gunsmith I		16.13
23392	- Gunsmith II		19.08
23393	- Gunsmith III		21.79
23410	- Heating Ventilation And Air-Conditioning Mechanic		20.73
23411	- Heating Ventilation And Air Contidioning Mechanic (Research Facility)		22.06
23430	- Heavy Equipment Mechanic		24.34

23440	- Heavy Equipment Operator	21.02
23460	- Instrument Mechanic	21.79
23465	- Laboratory/Shelter Mechanic	20.44
23470	- Laborer	13.44
23510	- Locksmith	17.81
23530	- Machinery Maintenance Mechanic	22.48
23550	- Machinist Maintenance	20.38
23580	- Maintenance Trades Helper	13.38
23591	- Metrology Technician I	21.79
23592	- Metrology Technician II	23.19
23593	- Metrology Technician III	24.57
23640	- Millwright	21.19
23710	- Office Appliance Repairer	17.94
23760	- Painter Maintenance	17.51
23790	- Pipefitter Maintenance	23.14
23810	- Plumber Maintenance	21.70
23820	- Pneudraulic Systems Mechanic	21.79
23850	- Rigger	23.72
23870	- Scale Mechanic	19.08
23890	- Sheet-Metal Worker Maintenance	21.23
23910	- Small Engine Mechanic	19.94
23931	- Telecommunications Mechanic I	27.72
23932	- Telecommunications Mechanic II	29.50
23950	- Telephone Lineman	21.16
23960	- Welder Combination Maintenance	18.69
23965	- Well Driller	21.79
23970	- Woodcraft Worker	21.79
23980	- Woodworker	16.13
24000	- Personal Needs Occupations	
24550	- Case Manager	17.89
24570	- Child Care Attendant	11.36
24580	- Child Care Center Clerk	15.33
24610	- Chore Aide	11.57
24620	- Family Readiness And Support Services Coordinator	17.89
24630	- Homemaker	17.89
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	28.96
25040	- Sewage Plant Operator	25.43
25070	- Stationary Engineer	28.96
25190	- Ventilation Equipment Tender	19.46
25210	- Water Treatment Plant Operator	25.43
27000	- Protective Service Occupations	
27004	- Alarm Monitor	25.97
27007	- Baggage Inspector	12.36
27008	- Corrections Officer	27.67
27010	- Court Security Officer	31.35
27030	- Detection Dog Handler	18.11
27040	- Detention Officer	27.67
27070	- Firefighter	33.91
27101	- Guard I	12.36
27102	- Guard II	18.11
27131	- Police Officer I	33.08
27132	- Police Officer II	36.78
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	16.00
28042	- Carnival Equipment Repairer	17.63
28043	- Carnival Worker	11.06
28210	- Gate Attendant/Gate Tender	16.14
28310	- Lifeguard	15.76
28350	- Park Attendant (Aide)	18.05
28510	- Recreation Aide/Health Facility Attendant	13.17
28515	- Recreation Specialist	22.36
28630	- Sports Official	14.38
28690	- Swimming Pool Operator	20.87
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	28.24
29020	- Hatch Tender	28.24
29030	- Line Handler	28.24
29041	- Stevedore I	26.11
29042	- Stevedore II	30.23
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist Center (HFO) (see 2)	42.48
30011	- Air Traffic Control Specialist Station (HFO) (see 2)	29.30
30012	- Air Traffic Control Specialist Terminal (HFO) (see 2)	32.27
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	28.38
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	17.93
30082	- Engineering Technician II	21.92
30083	- Engineering Technician III	24.53
30084	- Engineering Technician IV	27.90
30085	- Engineering Technician V	34.13
30086	- Engineering Technician VI	41.29
30090	- Environmental Technician	21.84

30095 - Evidence Control Specialist	24.35
30210 - Laboratory Technician	21.88
30221 - Latent Fingerprint Technician I	26.63
30222 - Latent Fingerprint Technician II	29.41
30240 - Mathematical Technician	25.86
30361 - Paralegal/Legal Assistant I	21.78
30362 - Paralegal/Legal Assistant II	26.97
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	39.92
30375 - Petroleum Supply Specialist	29.79
30390 - Photo-Optics Technician	25.86
30395 - Radiation Control Technician	29.79
30461 - Technical Writer I	25.41
30462 - Technical Writer II	31.08
30463 - Technical Writer III	37.61
30491 - Unexploded Ordnance (UXO) Technician I	27.00
30492 - Unexploded Ordnance (UXO) Technician II	32.67
30493 - Unexploded Ordnance (UXO) Technician III	39.16
30494 - Unexploded (UXO) Safety Escort	27.00
30495 - Unexploded (UXO) Sweep Personnel	27.00
30501 - Weather Forecaster I	28.66
30502 - Weather Forecaster II	32.79
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	32.67
31020 - Bus Aide	13.02
31030 - Bus Driver	20.01
31043 - Driver Courier	14.92
31260 - Parking and Lot Attendant	10.09
31290 - Shuttle Bus Driver	16.45
31310 - Taxi Driver	12.89
31361 - Truckdriver Light	16.45
31362 - Truckdriver Medium	17.99
31363 - Truckdriver Heavy	19.54
31364 - Truckdriver Tractor-Trailer	19.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.93
99030 - Cashier	10.46
99050 - Desk Clerk	12.48
99095 - Embalmer	24.52
99130 - Flight Follower	27.00
99251 - Laboratory Animal Caretaker I	13.45
99252 - Laboratory Animal Caretaker II	14.44
99260 - Marketing Analyst	29.95
99310 - Mortician	26.97
99410 - Pest Controller	17.11
99510 - Photofinishing Worker	14.97
99710 - Recycling Laborer	22.44
99711 - Recycling Specialist	28.30
99730 - Refuse Collector	19.55
99810 - Sales Clerk	12.45
99820 - School Crossing Guard	12.93
99830 - Survey Party Chief	22.64
99831 - Surveying Aide	12.33
99832 - Surveying Technician	20.21
99840 - Vending Machine Attendant	12.85
99841 - Vending Machine Repairer	16.68
99842 - Vending Machine Repairer Helper	12.85

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](http://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 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 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 4 weeks after 15 years and 5 weeks after 20 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))."