

**U.S. District Court, Northern District of Ohio
Carl B. Stokes Courthouse
RFQ No. OHND-16-12 CLE
Open Market Quote**

**Issue Date: September 2, 2016
Carpet Repair Project**

Submittal Deadline: September 16, 2016, 3:00 pm

Quotes are to be submitted via e:mail or fax, as long as they are received by the deadline stated above. Contact and address information is detailed below. Quotations received after the deadline will result in rejection of the quote/bid.

Award:

An acceptable plan to address the repairs and total lowest cost will result in Award. Quote must include an itemization of adhesive (material data sheet required), equipment, after hour labor, removal of trash or resulting debris from repairs. The plan must include the moving and returning of furniture as required. Worksite to be vacuumed each night

Technical Criteria for repairs:

For purposes of bidding the project is assumed to include the following quantities of tasks:

- 300 Ripples
- 120 Bubbles
- 10 Patches
- 55 Peels
- carpet pad
- Carpet adhesive

Order Details:

There are a number of issues that have been identified that require a varied scope to address. These are identified as follows (simplest to most severe)

- Bubble – a bubble is identified as a bubble in the existing carpet. This is similar to a ripple but more round and smaller in its appearance. It is anticipated that this can be repaired with the injection of adhesive and rolled. It is likely that this task may take approximately a half hour to complete.
- Ripple – a ripple is identified as a ripple in the existing carpet. It is anticipated that this can be repaired with the injection of adhesive and rolled. It is likely that this task may take approximately a half hour to complete.
- Patch – a patch is identified as a small area (assumed to be 2 to 8 square feet) that needs to be pulled back, possibly trimmed as necessary with pattern matched and re-glued to the floor. The substrate should be cleaned to receive the new adhesive. No carpet pad is assumed to be replaced in this instance. It is likely that this task may take approximately an hour to complete.
- Peel – a peel is identified as a larger area (assumed to be 10 to 30 square feet) that needs to be pulled back, possibly trimmed as necessary with pattern matched and re-glued to the floor. The substrate should be cleaned to receive the new adhesive. An assumption of 25% carpet pad replacement should be assumed. It is likely that this task may take approximately two to three hours to complete.

A contractor walk through is scheduled on **Saturday, September 10, 2016 at 1:00 pm**. You are strongly encouraged to attend. The Saturday date will allow for a thorough review of the areas to be addressed without causing disruption to the Judge's chambers.

Schedule – Timeline and Payments

Contract award date: September 23, 2016, Service start date: September 26, 2016,
Final close out: December 31, 2016 Payment schedule to be monthly in arrears for completed floors.
A Floor includes 2 public vestibules, 2 chambers, 2 courtrooms and secured halls as necessary. Work hours for this project will be Monday – Friday, 5:00 pm – 12:00 midnight, Saturday or Sunday 7:00 am – 3:00 pm EST. A Court schedule will be provided each week to assist in identifying scheduled work locations and times.

Points of Contact for Questions:

Joyce Wood -- 216 -357-7076 voice
joyce_wood@ohnd.uscourts.gov

OR

Shari Vance -- 216-357-7073 voice
sharon_vance@ohnd.uscourts.gov

Contracting Officer
U.S. District Court
Procurement Department
801 W. Superior Avenue, Rm. 2-141
Cleveland, OH 44113

Clauses and Provisions: (Attachment 1)

***Please complete Provision 3-5, Taxpayer Identification and Other Offerer Information and return with your quote.**

Please refer to the attached Department of Labor Wage Determination (Attachment 2) and read:

The Services Contract Act, 41 USC, Sec. 6701, *et seq.*, requires that federal contracts in excess of \$2,500, which are principally for services furnished by service employees, include a clause specifying minimum monetary wages and fringe benefits as determined by the Secretary of Labor based on prevailing wages in the specific locality, required to be paid to service employees performing the contract.

Note: The U.S. District Court (“Government”) reserves the option to refrain from issuing a formal contract to any bidder should the Government decide to not proceed with this project as intended as of the date of issuance of this Request for Quote.

QUOTE SHEET
RFQ No. OHND-16-12 CLE

COMPLETE and RETURN on or before September 16, 2016 at 3:00 pm:

- 1) **Itemized Quote Sheet:**
 Associated Miscellaneous costs (Itemize below)
- 2) **Complete and RETURN Provision-3-5, Taxpayer Identification and Other Offerer Information**

	Qty:	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Bubbles	120	_____	\$ _____	\$ _____
Ripples	300	_____	_____	\$ _____
Patches	10	_____	_____	\$ _____
Peels	55	_____	_____	\$ _____
Adhesive*		_____	_____	\$ _____
Carpet Pad		_____	_____	\$ _____

*Data sheet must be submitted with quote

Total Cost: \$

 Name of Firm/Dealer

 Phone

 Address

 Email

 City, State, Zip

 Fax

 Authorized Signature

 Date

Applicable Provisions & Clauses:

Provision B-1, Solicitation Provisions Incorporated by Reference

Solicitation Provisions Incorporated by Reference (SEP 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.

Clause B-5, Clauses Incorporated by Reference

Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

Clause 1-1, Employment by the Government

Employment by the Government (JAN 2003)

- (a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.
- (b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.
- (c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.
- (d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.
- (e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including termination.

Clause 1-5, Conflict of Interest

Conflict of Interest (AUG 2004)

- (a) The contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.
- (b) Work under this contract may create a future conflict of interest that could prohibit the contractor from competing for, or being awarded future judiciary contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:

(1) Unequal Access to Information

Access to internal judiciary business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.

(2) Competitive Advantage

The contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.

(3) Impaired Objectivity

The contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could be undermined by the contractor's financial or other business relationship with the entity being evaluated.

The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above and if a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary.

The judiciary reserves the right to preclude a contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-judiciary clients, or terminate this contract without cost to the judiciary in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.

Clause 1-10, Gratuities or Gifts

Gratuities or Gifts (JAN 2010)

(a) The right of the contractor to proceed may be terminated by written notice if, after notice and hearing, the Procurement Executive or designee determines — at a level above the contracting officer — that the contractor, its agent or another representative:

(1) offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the judiciary; and

(2) intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the judiciary is entitled to pursue the same remedies as in a breach of contract.

(d) The rights and remedies of the judiciary provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Clause 1-15, Disclosure of Contractor Information to the Public

Disclosure of Contractor Information to the Public (AUG 2004)

(a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.

(b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

Clause 2-25A Delivery Terms and Contractor's Responsibilities

Delivery Terms and Contractor's Responsibilities (JAN 2003)

(a) The judiciary reserves the right to specify the mode of transportation and routing to be employed.

(b) Destination: If the contract specifies "F.O.B. destination," the following apply:

(1) "F.O.B. destination" means delivery to a destination specified in the purchase document by the consignor or seller (unless the contract provides otherwise). This includes within the doors of the specified building, including delivery to specific rooms within the building when specified. The cost of shipping and risk of loss are borne by the seller or consignor. Title to the products passes to the judiciary when deliverables arrive at the contract's stated destination.

(2) The contractor shall:

(i) pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;

(ii) prepare and distribute commercial bills of lading;

(iii) deliver the shipment in good order and condition to the point of delivery specified in the contract;

(iv) be responsible for loss or damage occurring before receipt at the specified point of delivery;

(v) furnish a delivery schedule and designate the mode of delivery;

(vi) pay and bear all delivery costs to the specified point of delivery.

(c) Origin: If the contract specifies "F.O.B. origin," the following apply:

(1) "F.O.B. origin" means delivery, free of expense to the judiciary to the carrier or shipment facility as follows:

(i) delivery on board the indicated type of conveyance of the carrier (or of the judiciary, if specified), to the specified point from which the shipment will be made and from which line haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins;

(ii) to a U.S. Postal Service facility; or

(iii) delivered by the contractor, to any judiciary designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the F.O.B. point named in the contract.

(2) The contractor shall:

(i) pack and mark shipments to comply with contract specifications or, in their absence, prepare the shipment in accordance with carrier requirements and good commercial practices and secure the lowest applicable transportation charge.

(ii) order specified carrier equipment when requested by the judiciary. Otherwise, order appropriate carrier equipment not in excess of capacity to accommodate the shipment.

(iii) deliver the shipment in good order and condition to the carrier, when loaded by the contractor, load, stow, trim, block, and/or brace shipments as required by the carrier's rules and regulations.

(iv) be responsible for loss or damage occurring before delivery to the carrier; and for loss or damage due to improper packing/marketing and, when loaded by the contractor, from improper loading, stowing, trimming, blocking, and/or bracing of the shipment;

(v) prepare a commercial bill of lading or other transportation receipt, to show:

(A) a description of the shipment in terms of the governing freight classification or tariff (or government rate tender) under which the lowest freight rates are applicable;

(B) the seals affixed to the conveyance, including the serial number on them, or other identification;

(C) the length and capacity of cars or trucks ordered and furnished;

(D) other pertinent information required to effect prompt delivery to the consignee, including name delivery address, postal address and ZIP code of consignee, routing, etc.;

(E) special instructions or annotations requested by the judiciary for commercial bills of lading (for example, "This shipment is the property of, and the freight charges paid to the carrier will be reimbursed by, the judiciary"); and

(F) the signature of carrier's agent and the date the shipment is received by the carrier.

(vi) distribute the copies of the bill of lading, or other transportation receipt, as directed by the judiciary.

(vii) supply with each invoice a memorandum copy of the bill of lading, clearly indicating the signature of the carrier's agent, date of pickup, and the weight accepted by the carrier. If the weight is determined by the carrier after pickup, it shall be annotated on the memorandum copy of the bill of lading along with the following:

"I certify that the weight information is that obtained from the carrier.

Signed:"

(3) If the judiciary has not specified otherwise, the contractor shall ship on commercial bills of lading.

(4) The contractor shall annotate the commercial bill of lading as follows:

"Property of the United States Judiciary"

Clause 2-25B, Commercial Bill of Lading Notations

Commercial Bill of Lading Notations (JAN 2003)

If the contracting officer authorizes products to be shipped on a commercial bill of lading and the contractor will be reimbursed these transportation costs as direct allowable costs, the contractor shall ensure before shipment is made that the commercial shipping documents are annotated as follows:

"Transportation is for the judiciary [name of the specific court unit or federal public defender organization] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and will be reimbursed by, the judiciary."

Clause 2-30A, Time of Delivery

Time of Delivery (APR 2013)

(a) The judiciary requires all items to be delivered by no later than **December 31, 2016 or as close there to as is possible.**

(b) The judiciary will evaluate equally, as regards time of delivery, offers that propose 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.

Clause 2-30B, Desired And Required Time Of Delivery

Desired And Required Time Of Delivery (JAN 2010)

(a) The judiciary desires all deliveries be made in accordance with the repairs and be completed on or before December 31, 2016.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary

will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

Clause 2-90C, Option to Extend Services

Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 5 calendar days prior to the contract's current expiration date of December 31, 2016.

Clause 2-90D, Option to Extend the Term of the Contract

Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 5 calendar days prior to the contract's current expiration date December 31, 2016; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 5 calendar days [5 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

(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 (APR 2013)

(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 (APR 2011)

(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 stated 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 (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)

c) Clause 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to purchase orders over \$15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U. S. Virgin Islands.)

(7) The following apply to services only:

a) Clause 1-1, Employment by the Government (JAN 2003)

b) Clause 1-5, Conflict of Interest (AUG 2004)

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 contracts.)

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 contract. 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 contract, 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 contract, 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 contract, 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 contract 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 contract.

***(To be Completed and Returned with Quote Form)**

Provision 3-5, Taxpayer Identification and Other Offeror Information

Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions.

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

- . (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- . (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN):

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other

(f) Contractor representations.

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

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
 - Black American 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)

Clause 6-20, Insurance – Work On or Within a Judiciary Facility

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.

WD 15-2415 (Rev.-1) was first posted on www.wdol.gov on 06/21/2016

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.: 2015-2415
Revision No.: 1
Date Of Revision: 06/15/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 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 2016. 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: Ohio

Area: Ohio Counties of Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Richland, Stark, Summit

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.21
01012 - Accounting Clerk II		15.90
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		21.22
01035 - Court Reporter		16.99
01051 - Data Entry Operator I		13.42
01052 - Data Entry Operator II		15.43
01060 - Dispatcher, Motor Vehicle		20.76
01070 - Document Preparation Clerk		13.72
01090 - Duplicating Machine Operator		13.72
01111 - General Clerk I		13.46
01112 - General Clerk II		14.87
01113 - General Clerk III		16.65
01120 - Housing Referral Assistant		19.31
01141 - Messenger Courier		11.13
01191 - Order Clerk I		13.18
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		16.00
01262 - Personnel Assistant (Employment) II		17.89
01263 - Personnel Assistant (Employment) III		19.95
01270 - Production Control Clerk		18.96
01290 - Rental Clerk		15.48
01300 - Scheduler, Maintenance		14.72
01311 - Secretary I		14.72
01312 - Secretary II		17.05
01313 - Secretary III		18.69
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		21.22

01420 - Survey Worker	15.10
01460 - Switchboard Operator/Receptionist	13.97
01531 - Travel Clerk I	12.61
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.52
01611 - Word Processor I	14.47
01612 - Word Processor II	16.25
01613 - Word Processor III	18.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.33
05010 - Automotive Electrician	19.67
05040 - Automotive Glass Installer	18.92
05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	17.27
05130 - Motor Equipment Metal Mechanic	20.33
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	20.33
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.07
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	19.67
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	20.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	10.72
07042 - Cook II	12.08
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.28
07210 - Meat Cutter	14.34
07260 - Waiter/Waitress	9.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.60
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	20.60
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	20.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.78
11060 - Elevator Operator	11.78
11090 - Gardener	14.19
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.32
11240 - Maid or Houseman	9.56
11260 - Pruner	11.52
11270 - Tractor Operator	12.65
11330 - Trail Maintenance Worker	11.32
11360 - Window Cleaner	12.73
12000 - Health Occupations	
12010 - Ambulance Driver	15.99
12011 - Breath Alcohol Technician	16.87
12012 - Certified Occupational Therapist Assistant	23.89
12015 - Certified Physical Therapist Assistant	23.10
12020 - Dental Assistant	15.34
12025 - Dental Hygienist	33.67
12030 - EKG Technician	22.15
12035 - Electroneurodiagnostic Technologist	25.64
12040 - Emergency Medical Technician	15.99

12071 - Licensed Practical Nurse I	17.51
12072 - Licensed Practical Nurse II	19.68
12073 - Licensed Practical Nurse III	21.84
12100 - Medical Assistant	13.82
12130 - Medical Laboratory Technician	18.30
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.13
12195 - Medical Transcriptionist	14.86
12210 - Nuclear Medicine Technologist	31.29
12221 - Nursing Assistant I	9.81
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	12.04
12224 - Nursing Assistant IV	13.51
12235 - Optical Dispenser	16.65
12236 - Optical Technician	14.97
12250 - Pharmacy Technician	14.65
12280 - Phlebotomist	13.71
12305 - Radiologic Technologist	25.11
12311 - Registered Nurse I	22.85
12312 - Registered Nurse II	27.71
12313 - Registered Nurse II, Specialist	27.71
12314 - Registered Nurse III	33.52
12315 - Registered Nurse III, Anesthetist	33.52
12316 - Registered Nurse IV	40.18
12317 - Scheduler (Drug and Alcohol Testing)	22.98
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.58
13012 - Exhibits Specialist II	23.96
13013 - Exhibits Specialist III	28.55
13041 - Illustrator I	20.35
13042 - Illustrator II	25.21
13043 - Illustrator III	30.83
13047 - Librarian	29.41
13050 - Library Aide/Clerk	13.28
13054 - Library Information Technology Systems Administrator	22.30
13058 - Library Technician	17.17
13061 - Media Specialist I	16.09
13062 - Media Specialist II	18.01
13063 - Media Specialist III	20.07
13071 - Photographer I	15.90
13072 - Photographer II	18.01
13073 - Photographer III	22.30
13074 - Photographer IV	26.94
13075 - Photographer V	32.59
13110 - Video Teleconference Technician	17.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.12
14042 - Computer Operator II	16.92
14043 - Computer Operator III	18.89
14044 - Computer Operator IV	22.64
14045 - Computer Operator V	25.06
14071 - Computer Programmer I	22.13
14072 - Computer Programmer II	27.20
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	15.12
14160 - Personal Computer Support Technician	22.64

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.53
15020 - Aircrew Training Devices Instructor (Rated)	35.35
15030 - Air Crew Training Devices Instructor (Pilot)	41.38
15050 - Computer Based Training Specialist / Instructor	30.23
15060 - Educational Technologist	29.57
15070 - Flight Instructor (Pilot)	41.38
15080 - Graphic Artist	22.54
15090 - Technical Instructor	19.91
15095 - Technical Instructor/Course Developer	24.36
15110 - Test Proctor	16.98
15120 - Tutor	16.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.28
16030 - Counter Attendant	9.28
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.28
16090 - Presser, Hand	9.28
16110 - Presser, Machine, Drycleaning	9.28
16130 - Presser, Machine, Shirts	9.28
16160 - Presser, Machine, Wearing Apparel, Laundry	9.28
16190 - Sewing Machine Operator	12.33
16220 - Tailor	13.09
16250 - Washer, Machine	10.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.02
19040 - Tool And Die Maker	26.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.71
21030 - Material Coordinator	18.96
21040 - Material Expediter	18.96
21050 - Material Handling Laborer	13.50
21071 - Order Filler	13.69
21080 - Production Line Worker (Food Processing)	16.71
21110 - Shipping Packer	16.72
21130 - Shipping/Receiving Clerk	16.72
21140 - Store Worker I	14.39
21150 - Stock Clerk	18.87
21210 - Tools And Parts Attendant	16.71
21410 - Warehouse Specialist	16.71
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.00
23021 - Aircraft Mechanic I	22.86
23022 - Aircraft Mechanic II	24.00
23023 - Aircraft Mechanic III	24.93
23040 - Aircraft Mechanic Helper	18.55
23050 - Aircraft, Painter	22.10
23060 - Aircraft Servicer	20.32
23080 - Aircraft Worker	21.27
23110 - Appliance Mechanic	20.40
23120 - Bicycle Repairer	15.89
23125 - Cable Splicer	24.13
23130 - Carpenter, Maintenance	22.39
23140 - Carpet Layer	21.36
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	20.25
23182 - Electronics Technician Maintenance II	21.21
23183 - Electronics Technician Maintenance III	26.65
23260 - Fabric Worker	18.97
23290 - Fire Alarm System Mechanic	21.77
23310 - Fire Extinguisher Repairer	17.84

23311 - Fuel Distribution System Mechanic	27.55
23312 - Fuel Distribution System Operator	22.57
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	22.86
23381 - Ground Support Equipment Servicer	20.32
23382 - Ground Support Equipment Worker	21.27
23391 - Gunsmith I	17.84
23392 - Gunsmith II	20.09
23393 - Gunsmith III	21.77
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.68
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.50
23430 - Heavy Equipment Mechanic	20.38
23440 - Heavy Equipment Operator	23.85
23460 - Instrument Mechanic	23.32
23465 - Laboratory/Shelter Mechanic	21.04
23470 - Laborer	13.23
23510 - Locksmith	20.60
23530 - Machinery Maintenance Mechanic	22.73
23550 - Machinist, Maintenance	21.77
23580 - Maintenance Trades Helper	16.05
23591 - Metrology Technician I	25.65
23592 - Metrology Technician II	26.67
23593 - Metrology Technician III	27.59
23640 - Millwright	28.82
23710 - Office Appliance Repairer	21.04
23760 - Painter, Maintenance	21.74
23790 - Pipefitter, Maintenance	26.96
23810 - Plumber, Maintenance	23.66
23820 - Pneudraulic Systems Mechanic	21.77
23850 - Rigger	21.78
23870 - Scale Mechanic	20.09
23890 - Sheet-Metal Worker, Maintenance	23.09
23910 - Small Engine Mechanic	19.82
23931 - Telecommunications Mechanic I	24.70
23932 - Telecommunications Mechanic II	25.58
23950 - Telephone Lineman	20.83
23960 - Welder, Combination, Maintenance	19.36
23965 - Well Driller	21.30
23970 - Woodcraft Worker	21.77
23980 - Woodworker	16.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.25
24580 - Child Care Center Clerk	15.29
24610 - Chore Aide	9.43
24620 - Family Readiness And Support Services Coordinator	12.91
24630 - Homemaker	17.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.57
25040 - Sewage Plant Operator	21.29
25070 - Stationary Engineer	23.57
25190 - Ventilation Equipment Tender	18.06
25210 - Water Treatment Plant Operator	21.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.15
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	21.73
27010 - Court Security Officer	23.11
27030 - Detection Dog Handler	16.31

27040 - Detention Officer	21.73
27070 - Firefighter	22.60
27101 - Guard I	11.28
27102 - Guard II	16.31
27131 - Police Officer I	25.03
27132 - Police Officer II	27.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.12
28042 - Carnival Equipment Repairer	11.63
28043 - Carnival Worker	9.17
28210 - Gate Attendant/Gate Tender	13.17
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.75
28515 - Recreation Specialist	16.98
28630 - Sports Official	11.73
28690 - Swimming Pool Operator	18.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.04
29020 - Hatch Tender	21.04
29030 - Line Handler	21.04
29041 - Stevedore I	19.85
29042 - Stevedore II	21.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.19
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.25
30021 - Archeological Technician I	15.04
30022 - Archeological Technician II	15.03
30023 - Archeological Technician III	20.85
30030 - Cartographic Technician	25.34
30040 - Civil Engineering Technician	21.36
30061 - Drafter/CAD Operator I	18.14
30062 - Drafter/CAD Operator II	20.46
30063 - Drafter/CAD Operator III	22.81
30064 - Drafter/CAD Operator IV	28.07
30081 - Engineering Technician I	16.70
30082 - Engineering Technician II	18.75
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	25.99
30085 - Engineering Technician V	31.78
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	23.34
30210 - Laboratory Technician	22.81
30240 - Mathematical Technician	25.32
30361 - Paralegal/Legal Assistant I	18.72
30362 - Paralegal/Legal Assistant II	23.34
30363 - Paralegal/Legal Assistant III	30.33
30364 - Paralegal/Legal Assistant IV	36.70
30390 - Photo-Optics Technician	25.34
30461 - Technical Writer I	25.12
30462 - Technical Writer II	29.25
30463 - Technical Writer III	30.20
30491 - Unexploded Ordnance (UXO) Technician I	23.64
30492 - Unexploded Ordnance (UXO) Technician II	28.60
30493 - Unexploded Ordnance (UXO) Technician III	34.28
30494 - Unexploded (UXO) Safety Escort	23.64
30495 - Unexploded (UXO) Sweep Personnel	23.64
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.15
30621 - Weather Observer, Senior	(see 2) 25.34

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	18.42
31043 - Driver Courier	15.37
31260 - Parking and Lot Attendant	8.74
31290 - Shuttle Bus Driver	16.42
31310 - Taxi Driver	10.32
31361 - Truckdriver, Light	16.42
31362 - Truckdriver, Medium	19.05
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99030 - Cashier	10.67
99050 - Desk Clerk	11.14
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	11.54
99252 - Laboratory Animal Caretaker II	12.33
99310 - Mortician	33.31
99410 - Pest Controller	14.95
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	16.63
99711 - Recycling Specialist	18.60
99730 - Refuse Collector	15.22
99810 - Sales Clerk	12.24
99820 - School Crossing Guard	10.99
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	11.56
99832 - Surveying Technician	17.36
99840 - Vending Machine Attendant	13.42
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	13.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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.

OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

** 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

** 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). 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 Wage and Hour Division, U.S. Department of Labor, 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) 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.