UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

801 W Superior Avenue
Cleveland, Ohio 44113

REQUEST FOR QUOTE NO.:	OHND-15-04-TOL
TITLE:	Time and Materials Based Audio-Video Systems Maintenance for U.S. District Court for the Northern District of Ohio
ISSUED BY:	Sharon Vance Sharon_Vance@ohnd.uscourts.gov Contracting Officer U.S. District Court 801 Superior Avenue Cleveland, Ohio 44113 (216) 357-7073
DATE ISSUED:	October 6, 2014
QUOTE DUE DATE AND TIME:	**October 27, 2014, 5:00 p.m. EST** Quotes received after this date and time will not be considered
OFFER EXPIRATION DATE:	Offers will be valid for 60 days unless a different period is specified by the Offeror

This is a request for open market pricing on a time and materials maintenance agreement to be awarded on a lowest-price, technically acceptable basis for a one year period beginning from the date of award and ending October 31, 2015.

It is expected that one (1) purchase order will be awarded on or before October 30, 2014. Therefore, it is the intention of the United States District Court for the Northern District of Ohio (the Court) to review the quotes submitted by contractors to this RFQ (Request for Quote), and to select the contractor who provides the necessary products and services which will benefit the Court's needs.

The attached RFQ contains a pricing schedule and the technical specifications for the Court. If you decide to submit a response to this RFQ your submittal will need to include a proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a price quotation broken down by type of cost, and include any necessary supporting documentation. If you decide not to submit a quotation, please submit a "no bid" response. Award will be made to the contractor whose technically acceptable quote offers the lowest technically acceptable price to the court.

IF THERE ARE ANY CLARIFICATIONS AND/OR AMENDMENTS TO THIS SOLICITATION, THEY WILL BE AVAILABLE ON THE INTERNET AT: www.ohnd.uscourts.gov. All clarifications and/or amendments, if made, will be provided to all contractors. The clarification and/or addendum shall have the same binding effect as the remainder of the RFQ.

Questions concerning any areas of uncertainty which in your opinion require clarification or correction, must be furnished in writing, (e-mail is also acceptable) to Sharon Vance, and marked "Offeror's Questions, RFQ No. OHN-15-04-TOL", and must be submitted NO LATER THAN TEN CALENDAR DAYS from date of issuance of the solicitation document.

Questions pertaining to the Court's requirement or quote preparation should be referred only to Sharon Vance, Contracting Officer, US District Court, Cleveland, Ohio, who may be contacted at (216) 357-7073, or email sharon_vance@ohnd.uscourts.gov. Collect calls will not be accepted.

Your quote must be signed by an official authorized to contractually bind your organization and must indicate that it is valid for at least 60 days. The response may be submitted in writing or electronically:

1) **Written submissions** are to be bound together at the upper left hand corner only. Please do not include binders with your response. One (1) original copy of your Request for Quote (RFQ) should be received by the Contracting Officer, NO LATER THAN 5:00 P.M, EST. **October 27, 2014** at the following address:

U.S. District Court - Northern District of Ohio
Office of the Clerk
801 West Superior Avenue, Room 2-141
Cleveland, Ohio 44113
Attention: Sharon Vance, Contracting Officer

2) **Electronic submissions** are to be in PDF format and submitted via email, NO LATER THAN 5:00 P.M, EST. **October 27, 2014** to:

sharon_vance@ohnd.uscourts.gov

Site Visits

Site visits may be arranged. If you want to arrange a site visit you must contact the court COTR Representative (COTR), David Mckiddie 419.213.5529

Email: David_Mckiddie@ohnd.uscourts.gov

You must contact the Contracting Officer's Technical Representative to schedule your site visit to the courtroom. Walk-in site visits will not be accepted.

Rejection of Responses

The United States District Court reserves the right to reject any or all responses to the RFQ.

Cost of Preparation of Quotation

The RFQ does not commit the Court to pay costs for the preparation and submission of a quote. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Court to the expenditure of public funds in connection with any acquisition action.

Cancellation

The United States District Court reserves the right to cancel any further proceedings pursuant to this RFQ for any reason. In no event shall the Court have any liability for such cancellation.

Evaluation and Selection of Vendor

Quotes received from the Contractors will be evaluated and selection of the Contractor will be determined based on product compatibility & reliability, service, and the lowest technically acceptable price.

The United States District Court reserves the right to:

I. request clarification or additional information from any Contractor at any time,

II. modify, remove, or add requirements to the RFQ and to suspend or reopen the RFQ process,

III. reject any or all responses and terminate the RFQ

Final selection of the Contractor is solely within the discretion of the Court and will be contingent on the availability of funds.

Quote Sheet for RFQ Number: OHND-15-04-TOL

Item No.	Short Description	List of Tasks	Unit Price	
1	Technician Rate	Per Person Hourly Charge (Normal Hour/Overtime Hour)		
2	Programmer Rate	Per Person Hourly Charge (Normal Hour/Overtime Hour)		
3	Phone Support Charge	Per incident charge		
4	Hardware Markup	Percentage mark-up on products/materials used		
5				
			TOTAL	

Vendors Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

Quantity Discount or Trade-in Amount

Tax Identification Number

Discount Terms or Net 30?

Delivery Date

Printed or Typed Name of Signator

Data Universal Number System (DUNS) Number

1 DESCRIPTION OF EACH TASK TO BE PURCHASED

1.1 PURPOSE:

This is a request for open market pricing on a time and materials maintenance agreement to be awarded on a lowest-price, technically acceptable basis for a one year period beginning from the date of award and ending October 31, 2015. This maintenance agreement will cover the following location in the Northern District of Ohio:

James M. Ashley and Thomas W. L. Ashley U.S. Courthouse
1716 Spielbusch Avenue
Toledo, Ohio 43604

1.2 SCOPE:

The Northern District of Ohio District Court is seeking vendors to submit a time-and-materials proposal to provide audio-video maintenance services in all rooms listed in attachment 3A. Included in the equipment to be serviced is a portable Polycom video conferencing unit used in three courtrooms. Equipment lists will be provided to the vendor who is awarded the contract.

1. The maintenance period will be from date of award through October 31, 2015. The total value of all time and material items charged to the Northern District of Ohio within the duration of the agreement **shall not exceed $5,000.00**.

2. The selected Contractor shall provide maintenance support to cover all items of equipment and software utilized by the Court's audio-video systems.

3. "Maintenance" is defined as the replacement and/or repair of all equipment and/or software, including:

    a. Repairing or replacing any failed component or system
    b. Providing all components and systems used for repair or replacement
    c. Repair or replacement of audio-video systems or components damaged due to site conditions, user interaction or any other cause
    d. Repair or replacement of any items with existing manufacturer warranties in effect
    e. Fine-tuning and balancing inputs and outputs for maximum aural and visual clarity
    f. Labeling of parts or cables, as necessary
    g. System diagrams for any Court-approved changed systems due to repairs that result in alterations to original systems
    h. Phone or on-site consultation for problem symptoms that turn out not to be a system or component problem after all.

4. If the same brand/model will not be used in component replacements, the vendor shall recommend for the court's consideration a substitution of equal or better function and quality.

5. Response time requirements:

   a. The maintenance contractor shall provide a telephone number which the court can call to obtain maintenance service/technical support from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, Government holidays excepted. This phone shall be answered within ten rings by a person, answering machine, voice mail system, or any other means, which, at a minimum, will record the caller's name, telephone number, the item of equipment or software in question, and a brief description of the support required. A qualified technician shall then respond to the caller no later than two business hours after receipt of the call and attempt to answer the question/resolve the problem. If the call is a request for maintenance service and involves an item(s) of equipment software that is malfunctioning, the Contractor shall, if unable to resolve the problem over the telephone, repair or replace the item(s) of equipment/software within forty-eight hours of the receipt of the initial call from the court.

   b. On-site repairs must be authorized by the Contracting Officer or their designee, and may take place after business hours, on weekends, on holidays, and occasionally during business hours. The court will determine the availability of room access for all scheduling any on-site maintenance.

6. All on-site personnel must pass building security clearance requirements, which will include, but are not limited to, providing the court each technician's name, date of birth, and social security number to gather background information and criminal history.

7. Invoices shall be directed to the attention of the Contracting Officer within ten (10) days of completion of the work. The Contracting Officer will forward the invoice to the COTR for verification of charges. All invoices shall fully detail the labor, material, and other charges pertaining to the specific work. The amounts will be computed by multiplying the appropriate hourly rates prescribed in the schedule by the number of direct labor hours performed. Fractional parts of an hour will be payable on a prorated basis. The contractor will substantiate invoices by itemizing allowable expenses. After written approval of the invoice by the COTR and the Contracting Officer, the judiciary will pay the contractor within thirty days.

8. A listing of all courtrooms and conference rooms/training rooms covered under this contract is contained in attachment 3A.

9. Required Provisions and Clauses for all open market small purchases contained in attachment 3B.

10. Other provisions:

    a. Any products and services to be furnished under this contract will be ordered by issuance of email or hard-copy written notification. Such orders may be issued from the effective date of the contract through the last day of the contract.

    b. All delivery orders or task orders are subject to the terms and conditions of this contract and will specify the date, time and place for the services to be performed. If the contracting officer so requires, the contractor shall provide a written or oral acknowledgment. In the event of a conflict between a work order and this contract, this contract will control.

    c. Period of delivery or performance of the order will be specified in each order. If the time in the order extends beyond the base contract period, it will be considered to extend the period of delivery or performance of the basic contract for all purposes other than placement of any new orders beyond the base contract's expiration period.

    d. The contracting officer reserves the right to cancel any order, without penalty or charged, provided the contractor is notified at any time, up to and including 5:00 p.m. local time on the business day proceeding the date for which services were requested. In the event the contracting officer fails to afford the contractor the requisite notice of cancellation and a contractor employee appears on site, the contracting officer will pay the contractor rates for the time involved.

    e. If the court urgently requires delivery or performance of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the court may acquire the urgently required products or services from another source.

    f. To the extent possible, the contractor shall obtain materials at the most advantageous prices available, with due regard to securing prompt delivery of satisfactory materials.

    g. The contractor agrees to use its best efforts to perform the work specified in a work order and all obligations under this contract within such ceiling price. If at any time the contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing the contract in the next succeeding thirty days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price, the contractor shall notify the contracting

officer, giving a revised estimate of the total price to the judiciary for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the contractor has reason to believe that the total price for this contract will be substantially greater than the stated ceiling price, the contractor shall so notify the contracting officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation.

i. The judiciary will not be obligated to pay the contractor any amount in excess of the ceiling price, and the contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the schedule, unless and until the contracting officer has notified the contractor in writing that the ceiling price has been increased, and will have specified in the notice the revised ceiling price for performance under this contract.

j. At any time or times before payment under this contract, the contracting officer may request audit of the invoices or vouchers and substantiating material.

k. After the contracting officer's determination of price or fee, the contract will be governed by:
   i. All judiciary required clauses on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts;
   ii. All clauses required by law as of the date of the contracting officer's determination; and
   iii. Any other clauses, terms, and conditions mutually agreed upon.

RFQ OHN-15-04-TOL **Attachment 3A**

United States Courthouse
1716 Spielbusch Ave, Toledo, OH 43624

Room	Audio	Audio Installer	Video	Video Installer
Courtroom 209	X	Exhibit One	X	Exhibit One
Courtroom 224	X	Quantum		
Courtroom 204	X	Torrence Sound	x	Torrence Sound
Courtroom 312	x	Torrence Sound		

Attachment 3B

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

B.2.1 Solicitation Provisions and Contract Clauses Prescribed in Appendix B.

(a) Provision B-1, Solicitation Provisions Incorporated by Reference is included in all solicitations.

Appx B, § B.2.1.(a).
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.

Appx B, § B.2.1.(b)

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

Clause B-5 Clauses Incorporated by Reference (SEP 2010)

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

Incorporation of Department of Labor Wage Rate Determination

Attachment 3C

A link to the current Department of Labor wage determination is as follows: http://www.wdol.gov/wdol/scafiles/std/05-2425.txt.

Clause 1-1, 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 1-15, 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 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

Include the following clause as prescribed in § 310.50.30(d), § 325.30.20(b), and § 325.45.10(c).

Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2011)

(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 (SEP 2010)

(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 (JAN 2010)

(5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)

(6) Clause 7-35, Disclosure or Use of Information (APR 2010)

(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 (JAN 2003)

(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 (AUG 2004)

(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 (SEP 2010) (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 (OCT 2006) (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 (APR 2011) (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 (APR 2011) (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 (JAN 2003) (Applies when services are performed at a judiciary facility.)

f) Clause 7-205, Payment for Judiciary Holidays (JAN 2003) (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 its post-acceptance rights:

(1) within a reasonable period of time after the defect 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.

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

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

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

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

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

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

(e) *Type of organization:*

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

(f) Contractor representations.

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

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

- [ ] Black American
- [ ] Hispanic American
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- [ ] Individual/concern, other than one of the preceding.

(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in Clause 3-3. CO Note: Before including additional provisions or clauses refer to the Guide to Judiciary Policy, Vol 14: Procurement, Chapter 1, Appx 1C to determine if the provision or clause can be included by reference or must be included in full text. If additional provisions are included by reference, then Provision B-1 also must be included.)

PROVISION 3-130 PROVISIONS AND CLAUSES

The following clauses and provisions are included in all solicitations exceeding the judiciary's small purchase threshold unless the prescription indicates otherwise.

a) Provision 3-5, Taxpayer Identification and Other Offeror Information;
b) Provision 3-15, Place of Performance;
c) Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. The offeror will appropriately fill in the provision's blank spaces.
d) Clause 3-25, Protecting the Judiciary's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment;

e) Provision 3-30, Certificate of Independent Price Determination is included in all solicitations for firm-fixed price contracts or fixed-price with economic price adjustment, which are expected to exceed the judiciary's small purchase threshold (see: § 325.10). The offeror will appropriately fill in the provision's blank spaces.
f) Clause 3-35, Covenant Against Contingent Fees;
g) Clause 3-40, Restrictions on Subcontractor Sales to the Government;
h) Clause 3-45, Anti-Kickback Procedures;
i) Clause 3-50, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity;
j) Clause 3-55, Price or Fee Adjustment for Illegal or Improper Activity;
k) Provision 3-70, Determination of Responsibility;
l) Clause 7-20, Security Requirements, is included whenever unescorted access to judiciary buildings or access to the judiciary IT network is required. (For additional information regarding the types of background checks, procedures for obtaining background checks and appropriate forms to use, see: Guide, Vol 12, § 570.);
m) Provision 3-85, Explanation to Prospective Offerors;
n) Provision 3-95, Preparation of Offers;
o) Provision 3-100, Instructions to Offerors is included in all solicitations.
    a. Alternate I is included if the judiciary intends to make award after discussions with offerors within the competitive range; or
    b. Alternate II is included if the judiciary would be willing to accept alternate offers;
    c. Alternate III is included if the judiciary would be willing to consider offers which do not include all items solicited and make multiple awards.
p) Clause 3-105, Audit and Records;
q) Provision 3-115, Facsimile Offers is included in solicitations if facsimile offers are authorized;
Clause 3-120, Order of Precedence;
r) Provision 3-130, Authorized Negotiators. The offeror will appropriately fill in the provision's blank spaces.
s) Provision 3-135, Single or Multiple Awards is included in solicitations for indefinite-quantity contracts that may result in multiple contract awards;
t) Clause 3-140, Notice to the Judiciary of Labor Disputes is included in solicitations and contracts that involve programs or requirements for which it is necessary that contractors be required to notify the judiciary of actual or potential labor disputes that are delaying or threaten to delay timely performance;
u) Clause 3-145, Payment for Overtime Premiums is included in solicitations and contracts when a cost-reimbursement contract is contemplated. The CO will appropriately fill in the clause's blank spaces.
v) Clause 3-150, Contract Work Hours and Safety Standards Act – Overtime Compensation is included when the resulting contract may involve the employment of laborers or mechanics (see: Glossary);

w) Clause 3-155, Walsh-Healy Public Contracts Act is included in solicitations and contracts if the procurement is for the manufacturing or furnishing of products and expected to be in excess of $15,000;

For applicable Services Contract Act provisions and clauses (see: § 325.25.80);

a) Provision 3-185, Evaluation of Compensation for Professional Employees is included in solicitations for service contracts when the contract amount is expected to exceed $500,000 and the service to be provided will require meaningful numbers of professional employees;
b) Clause 3-205, Protest After Award is included in all solicitations and contracts;
c) Provision 3-210, Protests is included in all solicitations exceeding the judiciary's small purchase threshold (see: § 325.10). The CO will appropriately fill in the provision's blank spaces;
d) Clause 5-30, Authorization and Consent is included in all solicitations and contracts. Use the clause with Alternate I if the solicitation or contract is for communication services with a common carrier and the services are unregulated and not priced by a tariff schedule set by a regulatory body.

Court organizations that are capable of making payment by electronic funds transfer (EFT) will incorporate the following clauses as indicated:

a) Clause 3-300, Central Contractor Registration is included in solicitations and contracts except when:
    a. the contract is awarded under circumstances of urgent and compelling need;
    b. the contractor is a foreign vendor; or,
    c. awards under $5,000 that do not use EFT for payment.
b) Clause 3-305, Payment by Electronic Funds Transfer – Central Contractor Registration is included in solicitations and contracts that include Clause 3-300.
c) Clause 3-310, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration is included in contracts when a critical sole source provider of goods or services refuses to register in CCR, but has provided Electronic Funds Transfer information for payment directly to the judiciary.
d) Provision 3-315, Submission of Electronic Funds Transfer Information with Offer is included in solicitations when urgent and compelling circumstances require award to be made without regard to whether or not the awardee is registered in CCR. The resulting contract must include either Clause 3-305, Payment by Electronic Funds Transfer – Central Contractor Registration, if the awardee is registered in CCR, or Clause 3-310, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration, if the awardee is not registered in CCR.

Clause 5-1, Payments under Personal and Professional Services Contracts

Payments under Personal and Professional Services Contracts (AUG 2004)

(a) The judiciary will pay the contractor:

(1) for the services performed by the contractor;

(2) as set forth in the schedule of this contract;

(3) at the rates prescribed;

(4) upon the submission by the contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract.

(b) The judiciary will also pay the contractor:

(1) a per diem rate in lieu of subsistence for each day the contractor is in a travel status away from home or regular place of employment in accordance with Judiciary Travel Regulations as authorized in appropriate Travel Orders; and

(2) any other transportation expenses if provided for in the schedule.

Clause 5-5, Non-disclosure (Professional Services)

Non-disclosure (Professional Services) (JAN 2003)

The contractor acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the contractor's code of ethics, the contractor specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The contractor further agrees to assert any privilege allowed by law and to defend vigorously judiciary rights to confidentiality.

Clause 5-10, Inspection of Professional Services

Inspection of Professional Services (SEP 2010)

(a) The contracting officer may, at any time or place, inspect the services performed and the products delivered, including documents and reports. The contracting officer may reject any products or services that do not meet the highest standards of professionalism, no matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement. No payment will be due for any products or services rejected under this clause.

(b) Acceptance of any product or service does not relieve the contractor of the duties imposed by contractor's code of professional ethics. The contractor remains liable for the period allowed

under federal law for claims by the United States, for any errors or omissions occurring during performance. All partners or principals agree that they will be jointly and severably liable for such errors and omissions.

Clause 5-20, Records Ownership

Records Ownership (JAN 2003)

Notwithstanding any state law providing for retention of rights in the records, the contractor agrees that the judiciary may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The contractor shall turn over all such records upon request but may retain copies of documents produced by the contractor.

Provision 5-25, Identification of Uncompensated Overtime
Identification of Uncompensated Overtime (JAN 2003)

(a) Definitions. As used in this provision:

> "Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.
>
> "Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00 x 40 divided by 45 = $17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its offer the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime shall be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Offers that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its offer.

Clause 6-70, Work for Hire

Work for Hire (JAN 2003)

The contractor agrees that the work performed under this contract is a work made for hire. The contractor further understands that as such, the work provided under the contract, including all materials, data, and other information developed, delivered, furnished, or otherwise called for under the contract, are works of the United States and are therefore in the public domain. If, for some reason, it is later determined that this is not a work made for hire, the contractor agrees to assign all rights, title, and interest in this program/project/material (whichever is applicable) to the federal judiciary.

Provision 7-60, Judiciary-Furnished Property or Services

Judiciary-Furnished Property or Services (JAN 2003)

No property or services will be furnished by the judiciary unless specifically provided for in the solicitation.

>

WD 05-2425 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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

Diane C. Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2425
Revision No.: 14
Date Of Revision: 07/25/2014

State: Ohio

Area: Ohio Counties of Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca, Wood

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.61
01012 - Accounting Clerk II		14.73
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		20.15
01040 - Court Reporter		22.78
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.04
01060 - Dispatcher, Motor Vehicle		17.55
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.70
01112 - General Clerk II		12.77
01113 - General Clerk III		14.33
01120 - Housing Referral Assistant		19.41
01141 - Messenger Courier		12.61
01191 - Order Clerk I		12.53
01192 - Order Clerk II		13.67
01261 - Personnel Assistant (Employment) I		15.16
01262 - Personnel Assistant (Employment) II		16.96
01263 - Personnel Assistant (Employment) III		18.92
01270 - Production Control Clerk		19.72
01280 - Receptionist		12.17
01290 - Rental Clerk		10.82
01300 - Scheduler, Maintenance		14.56
01311 - Secretary I		14.56
01312 - Secretary II		16.28
01313 - Secretary III		19.41
01320 - Service Order Dispatcher		15.68
01410 - Supply Technician		20.15
01420 - Survey Worker		14.69
01531 - Travel Clerk I		13.02
01532 - Travel Clerk II		14.14
01533 - Travel Clerk III		15.31
01611 - Word Processor I		13.17
01612 - Word Processor II		14.79
01613 - Word Processor III		16.54
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.15
05010 - Automotive Electrician		18.56
05040 - Automotive Glass Installer		17.96
05070 - Automotive Worker		17.96
05110 - Mobile Equipment Servicer		16.78
05130 - Motor Equipment Metal Mechanic		21.00
05160 - Motor Equipment Metal Worker		19.75
05190 - Motor Vehicle Mechanic		18.61
05220 - Motor Vehicle Mechanic Helper		16.19
05250 - Motor Vehicle Upholstery Worker		19.09
05280 - Motor Vehicle Wrecker		20.36
05310 - Painter, Automotive		18.56
05340 - Radiator Repair Specialist		19.75
05370 - Tire Repairer		15.44
05400 - Transmission Repair Specialist		19.15

07000 - Food Preparation And Service Occupations	
07010 - Baker	11.70
07041 - Cook I	10.66
07042 - Cook II	12.17
07070 - Dishwasher	8.45
07130 - Food Service Worker	9.32
07210 - Meat Cutter	15.70
07260 - Waiter/Waitress	8.95
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.45
09040 - Furniture Handler	15.55
09080 - Furniture Refinisher	19.45
09090 - Furniture Refinisher Helper	16.96
09110 - Furniture Repairer, Minor	18.18
09130 - Upholsterer	19.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.14
11060 - Elevator Operator	11.21
11090 - Gardener	13.69
11122 - Housekeeping Aide	11.21
11150 - Janitor	11.21
11210 - Laborer, Grounds Maintenance	11.05
11240 - Maid or Houseman	9.20
11260 - Pruner	12.00
11270 - Tractor Operator	12.96
11330 - Trail Maintenance Worker	11.05
11360 - Window Cleaner	12.34
12000 - Health Occupations	
12010 - Ambulance Driver	12.35
12011 - Breath Alcohol Technician	17.01
12012 - Certified Occupational Therapist Assistant	24.70
12015 - Certified Physical Therapist Assistant	24.86
12020 - Dental Assistant	15.26
12025 - Dental Hygienist	27.11
12030 - EKG Technician	24.04
12035 - Electroneurodiagnostic Technologist	24.04
12040 - Emergency Medical Technician	12.35
12071 - Licensed Practical Nurse I	15.20
12072 - Licensed Practical Nurse II	17.01
12073 - Licensed Practical Nurse III	18.97
12100 - Medical Assistant	13.67
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	14.36
12190 - Medical Record Technician	16.06
12195 - Medical Transcriptionist	15.46
12210 - Nuclear Medicine Technologist	30.07
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.80
12223 - Nursing Assistant III	12.88
12224 - Nursing Assistant IV	14.45
12235 - Optical Dispenser	16.98
12236 - Optical Technician	15.44
12250 - Pharmacy Technician	13.32
12280 - Phlebotomist	14.45
12305 - Radiologic Technologist	23.83
12311 - Registered Nurse I	21.83
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	32.30
12315 - Registered Nurse III, Anesthetist	32.30
12316 - Registered Nurse IV	38.71
12317 - Scheduler (Drug and Alcohol Testing)	21.08
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.52
13012 - Exhibits Specialist II	24.20
13013 - Exhibits Specialist III	29.60
13041 - Illustrator I	19.52
13042 - Illustrator II	24.20
13043 - Illustrator III	29.60
13047 - Librarian	26.79
13050 - Library Aide/Clerk	10.69
13054 - Library Information Technology Systems Administrator	24.20
13058 - Library Technician	16.32
13061 - Media Specialist I	17.46

13062 - Media Specialist II		19.52
13063 - Media Specialist III		21.78
13071 - Photographer I		13.95
13072 - Photographer II		17.39
13073 - Photographer III		22.08
13074 - Photographer IV		23.71
13075 - Photographer V		28.67
13110 - Video Teleconference Technician		19.85
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.66
14042 - Computer Operator II		17.52
14043 - Computer Operator III		19.70
14044 - Computer Operator IV		21.88
14045 - Computer Operator V		24.21
14071 - Computer Programmer I		19.94
14072 - Computer Programmer II		26.06
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		15.66
14160 - Personal Computer Support Technician		27.66
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25.97
15020 - Aircrew Training Devices Instructor (Rated)		32.04
15030 - Air Crew Training Devices Instructor (Pilot)		38.40
15050 - Computer Based Training Specialist / Instructor		26.57
15060 - Educational Technologist		26.78
15070 - Flight Instructor (Pilot)		38.40
15080 - Graphic Artist		21.19
15090 - Technical Instructor		19.04
15095 - Technical Instructor/Course Developer		25.62
15110 - Test Proctor		16.91
15120 - Tutor		16.91
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.07
16030 - Counter Attendant		10.07
16040 - Dry Cleaner		13.60
16070 - Finisher, Flatwork, Machine		10.07
16090 - Presser, Hand		10.07
16110 - Presser, Machine, Drycleaning		10.07
16130 - Presser, Machine, Shirts		10.07
16160 - Presser, Machine, Wearing Apparel, Laundry		10.07
16190 - Sewing Machine Operator		14.81
16220 - Tailor		15.96
16250 - Washer, Machine		11.23
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.85
19040 - Tool And Die Maker		25.12
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.45
21030 - Material Coordinator		19.72
21040 - Material Expediter		19.72
21050 - Material Handling Laborer		17.63
21071 - Order Filler		12.60
21080 - Production Line Worker (Food Processing)		17.45
21110 - Shipping Packer		15.18
21130 - Shipping/Receiving Clerk		15.18
21140 - Store Worker I		13.62
21150 - Stock Clerk		17.86
21210 - Tools And Parts Attendant		17.45
21410 - Warehouse Specialist		17.45
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.33
23021 - Aircraft Mechanic I		25.28
23022 - Aircraft Mechanic II		26.33
23023 - Aircraft Mechanic III		27.42
23040 - Aircraft Mechanic Helper		20.78
23050 - Aircraft, Painter		23.74
23060 - Aircraft Servicer		22.24
23080 - Aircraft Worker		23.02
23110 - Appliance Mechanic		18.68
23120 - Bicycle Repairer		15.44
23125 - Cable Splicer		24.57

23130 - Carpenter, Maintenance	21.82
23140 - Carpet Layer	22.14
23160 - Electrician, Maintenance	26.11
23181 - Electronics Technician Maintenance I	24.27
23182 - Electronics Technician Maintenance II	25.83
23183 - Electronics Technician Maintenance III	27.04
23260 - Fabric Worker	20.63
23290 - Fire Alarm System Mechanic	23.61
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	24.57
23312 - Fuel Distribution System Operator	21.38
23370 - General Maintenance Worker	18.11
23380 - Ground Support Equipment Mechanic	25.28
23381 - Ground Support Equipment Servicer	22.24
23382 - Ground Support Equipment Worker	23.02
23391 - Gunsmith I	19.90
23392 - Gunsmith II	22.42
23393 - Gunsmith III	24.23
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.67
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.61
23430 - Heavy Equipment Mechanic	25.65
23440 - Heavy Equipment Operator	25.96
23460 - Instrument Mechanic	23.61
23465 - Laboratory/Shelter Mechanic	23.43
23470 - Laborer	18.30
23510 - Locksmith	22.83
23530 - Machinery Maintenance Mechanic	24.12
23550 - Machinist, Maintenance	20.55
23580 - Maintenance Trades Helper	16.96
23591 - Metrology Technician I	23.61
23592 - Metrology Technician II	24.47
23593 - Metrology Technician III	25.28
23640 - Millwright	30.10
23710 - Office Appliance Repairer	21.65
23760 - Painter, Maintenance	22.17
23790 - Pipefitter, Maintenance	28.90
23810 - Plumber, Maintenance	23.62
23820 - Pneudraulic Systems Mechanic	23.61
23850 - Rigger	23.61
23870 - Scale Mechanic	21.85
23890 - Sheet-Metal Worker, Maintenance	26.68
23910 - Small Engine Mechanic	18.81
23931 - Telecommunications Mechanic I	23.78
23932 - Telecommunications Mechanic II	24.65
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	18.49
23965 - Well Driller	23.11
23970 - Woodcraft Worker	23.61
23980 - Woodworker	18.42
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.16
24580 - Child Care Center Clerk	12.68
24610 - Chore Aide	10.22
24620 - Family Readiness And Support Services Coordinator	14.64
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.11
25040 - Sewage Plant Operator	22.16
25070 - Stationary Engineer	24.11
25190 - Ventilation Equipment Tender	18.08
25210 - Water Treatment Plant Operator	22.16
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.97
27007 - Baggage Inspector	11.26
27008 - Corrections Officer	17.58
27010 - Court Security Officer	18.66
27030 - Detection Dog Handler	16.09
27040 - Detention Officer	17.58
27070 - Firefighter	17.89
27101 - Guard I	11.26
27102 - Guard II	15.52
27131 - Police Officer I	21.66

27132 - Police Officer II		23.93
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.59
28042 - Carnival Equipment Repairer		10.98
28043 - Carnival Equpment Worker		10.08
28210 - Gate Attendant/Gate Tender		13.49
28310 - Lifeguard		11.90
28350 - Park Attendant (Aide)		15.15
28510 - Recreation Aide/Health Facility Attendant		11.06
28515 - Recreation Specialist		18.21
28630 - Sports Official		12.07
28690 - Swimming Pool Operator		16.62
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		22.10
29020 - Hatch Tender		22.10
29030 - Line Handler		22.10
29041 - Stevedore I		19.73
29042 - Stevedore II		23.33
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		16.84
30022 - Archeological Technician II		18.93
30023 - Archeological Technician III		23.77
30030 - Cartographic Technician		23.77
30040 - Civil Engineering Technician		21.97
30061 - Drafter/CAD Operator I		15.91
30062 - Drafter/CAD Operator II		17.88
30063 - Drafter/CAD Operator III		21.40
30064 - Drafter/CAD Operator IV		26.33
30081 - Engineering Technician I		16.55
30082 - Engineering Technician II		18.58
30083 - Engineering Technician III		20.79
30084 - Engineering Technician IV		25.75
30085 - Engineering Technician V		31.50
30086 - Engineering Technician VI		38.12
30090 - Environmental Technician		16.39
30210 - Laboratory Technician		20.58
30240 - Mathematical Technician		23.77
30361 - Paralegal/Legal Assistant I		16.25
30362 - Paralegal/Legal Assistant II		20.14
30363 - Paralegal/Legal Assistant III		24.64
30364 - Paralegal/Legal Assistant IV		29.75
30390 - Photo-Optics Technician		23.77
30461 - Technical Writer I		22.52
30462 - Technical Writer II		27.53
30463 - Technical Writer III		33.32
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.40
30621 - Weather Observer, Senior	(see 2)	23.77
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.26
31030 - Bus Driver		17.49
31043 - Driver Courier		13.63
31260 - Parking and Lot Attendant		8.80
31290 - Shuttle Bus Driver		14.73
31310 - Taxi Driver		9.56
31361 - Truckdriver, Light		14.73
31362 - Truckdriver, Medium		18.98
31363 - Truckdriver, Heavy		19.35
31364 - Truckdriver, Tractor-Trailer		19.35
99000 - Miscellaneous Occupations		
99030 - Cashier		8.43
99050 - Desk Clerk		9.87
99095 - Embalmer		28.49
99251 - Laboratory Animal Caretaker I		9.41
99252 - Laboratory Animal Caretaker II		10.17
99310 - Mortician		28.49
99410 - Pest Controller		16.02

99510 - Photofinishing Worker	13.77
99710 - Recycling Laborer	16.06
99711 - Recycling Specialist	19.10
99730 - Refuse Collector	14.40
99810 - Sales Clerk	12.75
99820 - School Crossing Guard	10.21
99830 - Survey Party Chief	20.06
99831 - Surveying Aide	13.62
99832 - Surveying Technician	19.59
99840 - Vending Machine Attendant	14.99
99841 - Vending Machine Repairer	16.62
99842 - Vending Machine Repairer Helper	14.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.02 per hour or $160.80 per week or $696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 regrading 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 ordance, (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 ordance, 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 ordance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. (See Section 4.6 (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 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, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 insure 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.