

SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER FLSDCLERK22-0254			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER FLSDCLERK22-0030	6. SOLICITATION ISSUE DATE 08/31/2022
7. FOR INFORMATION CALL:		a. NAME Melissa Long		b. TELEPHONE NUMBER (No collect calls) 3055235642		8. OFFER DUE DATE / LOCAL TIME 09/09/2022 10:00:00

9. ISSUED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Procurement Miami, FL 33128		CODE	FLS_DC	10. NOT USED		
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. NOT USED		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> RFP	
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15. DELIVER TO U.S. District Court Miami Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Clerk Miami, FL 33128		CODE	FLS_DC	16. ADMINISTERED BY (if other than Block 9)		CODE	
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17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY e-invoices@flsd.uscourts.gov Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Clerk Miami, FL 33128		CODE	FLS_DC
Telephone No.									

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>				
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2022-092000-D11FLSC-D11FLSC-2510-FLS-2022				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
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27. Applicable terms and conditions are as stated in the continuation pages.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
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30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Painting of 9 Jury Deliberation Rooms. See Statement of Work	1	Not-To-Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Miscellaneous See Statement of Work	1	Not-To-Exceed		

Descriptions/Specifications/Statement of Work

SO1 Introduction

RFQ Number/Name: PR2022/00669 – SP22 MIA JURY Paint 9 Jury Deliberation Rooms

Request Date: August 31, 2022

Introduction

The U.S. District Court, Southern District of Florida located at the Wilkie D. Ferguson Jr. U.S. Courthouse 400 N. Miami Ave Miami, FL 33128 is seeking a contractor for painting. All the work described herein shall comply with the U.S. Courts Design Guide, PQ 100, and the latest requirements of the State or local Environmental Codes, National Fire Protection Association, the National Electrical Code and the most restrictive of all applicable Federal, State and/or local Codes.

All interested parties must submit a list of names of who will be attending no later than 2:00pm EST Friday, September 2, 2022, to Jose Sampredo at jose_m_sampredo@flsd.uscourts.gov.

Site Visit: Wednesday, September 7, 2022, at 10:00am**Questions Due Date:** Thursday, September 8, 2022, at 10:00am**Proposal Due Date:** Friday, September 9, 2022, at 10:00am**Delivery Schedule:** First meeting on or before September 29, 2022 to discuss colors and schedule.

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

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

The Contracting Officer (CO) is: Melissa Long

Phone: (305) 523-5640

Email: melissa_long@flsd.uscourts.gov

Quotes and questions concerning this RFQ must be e-mailed to the Contracting Officer Jose Sampedro

Phone: (305) 523-5092

Email: jose_m_sampedro@flsd.uscourts.gov

SO1-1 Statement of Work

Statement of Work

Jury deliberation rooms for courtrooms; 10-1, 11-1, 11-2, 11-3, 12-2, 12-3, 12-4, 13-1, and 13-2. All rooms are identical.

Sitework/General

- Move existing furniture, etc. as required for new carpet installation and painting. Move furniture back into place after the work is completed.
- Protect all existing areas that will be affected by the new construction, including but not limited to ceiling, floor finishes, millwork, etc.
- Any damage done to existing construction and/or finishes will be repaired at no cost to the government.
- Site is to be kept clean daily. Debris removal is to be coordinated with the GSA/ U.S. Marshal's Service.
- Any use of dumpsters placed on the exterior of the building is restricted and subject to approval of the U.S. Marshal's Service.
- Delivery of supplies and materials to the site needs to be coordinated with the GSA/ U.S. Marshal's Service 48 hours in advance of receipt.
- All personnel on site will be subject to a security background check as per USMS and GSA.
- All personnel entering the Courthouse will be required to wear a mask. No gaiters, bandanas or masks with vents are permitted.

Paint

- Patch all wall surfaces in jury deliberation room to include vestibule, interior small closet, and wall surfaces in the restrooms of the jury deliberation room.
- Paint wall surfaces with two coats of latex paint (no primer required). Color(s) to be selected by Court.
- All paint used shall be zero VOC emissions latex paint.

Applicable Clauses

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

Clause	Title	Date
2-35	F.o.b. Destination, Within Judiciary's Premises	JAN 2003
7-25	Indemnification	AUG 2004

B-5 Clauses Incorporated by Reference

OCT 2010

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

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

(END)

This award incorporates the following Judiciary clauses:

1. Clause B-5, Clauses Incorporated by Reference (SEP 2010) (DEVIATION)

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>. The following clauses apply as indicated:

No.	Title	Date
<input checked="" type="checkbox"/> Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
<input type="checkbox"/> Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment Multiple Year and Option Contracts	JUN 2012
<input checked="" type="checkbox"/> Clause 3-300	Registration in the System for Award Management (SAM)	APR 2013
<input checked="" type="checkbox"/> Clause 3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration	APR 2013
<input checked="" type="checkbox"/> Clause 3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (applies only if Clauses 3-300 and 3-305 do not apply)	APR 2013
<input type="checkbox"/> Clause 6-20	Insurance – Work on or Within a Judiciary Facility	APR 2011
<input type="checkbox"/> Clause 7-55	Contractor Use of Judiciary Networks	JUN 2014
<input checked="" type="checkbox"/> Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation	APR 2013
<input type="checkbox"/> Clause 7-115	Availability of Funds	JAN 2003

2. The following full text clauses apply if indicated:

____ Clause 2-90C, 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 _____ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*].

(END)

____ Clause 2-90D 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 _____ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least _____ calendar days [60 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 _____ (*months*) (*years*).

(END)

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

(1) Provision 3-70, Determination of Responsibility (JAN 2003)

(2) Provision 3-210, Protests (JUN 2014)

(3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

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

(1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

(2) Clause 2-60, Stop-Work Order (JAN 2010)

(3) Clause 3-205, Protest After Award (JAN 2003)

(4) Clause 7-20, Security Requirements (APR2013)

(5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)

(6) Clause 7-35, Disclosure or Use of Information (APR 2013)

(7) Clause 7-85, Examination of Records (JAN 2003)

(8) Clause 7-125, Invoices (JAN 2010)

(9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)

(10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)

(11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)

(12) Clause 7-150, Extras (JAN 2003)

(13) Clause 7-185, Changes (APR 2013)

(14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)

(15) Clause 7-210, Payment for Emergency Closures (APR 2013)

(16) Clause 7-235, Disputes (JAN 2003)

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

(1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

(2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)

(3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

(4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized)

(5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)

(6) The following apply to Products only:

a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)

b) Clause, 2-45, Packaging and Marking (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)

c) Clause, 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to product procurements over \$15,000 for manufacturing or furnishing products)

(7) The following apply to Services only:

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

b) Clause 1-5, Conflict of Interest (JAN 2003)

c) Clause 3-160, Service Contract Act of 1965 (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements, or Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements apply. See (c)(7)(g) and (c)(7)(h) below.)

d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judi-

ciary information technology funds.)

e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)

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

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

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

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

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

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

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

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

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

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

(END)

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

(1) *Workman's Compensation and Employee's Liability Insurance.* The contractor shall comply with applicable

federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

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

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

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

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

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

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

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

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

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

(END)

JO1 Attachments

List of Attachments

1. Wage Determination No.: 2015-4573. Revision No.: 20 Date of Last Revision: 06/27/2022
2. Floor Plan Dated 8/31/2022 (provided at site visit)

Representations, Certifications and Other Statements of Offerors or Respondents

3-5 Taxpayer Identification and Other Offeror Information

APR 2011

(a) *Definitions*

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

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

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

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

TIN has been applied for.

TIN is not required, because: _____

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effect-

ively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

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

(f) Contractor Representations

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

- Women Owned Business
- Minority Owned Business (if selected, then one sub-type is required)
 - Black American Owned
 - Hispanic American Owned
 - Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(END)

Instructions to Offerors or Respondents

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

Clause	Title	Date
2-70	Site Visit	JAN 2003

B-1 Solicitation Provisions Incorporated by Reference OCT 2010

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

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

(END)

4-1 Type of Contract JAN 2003

The judiciary plans to award a firm fixed price - lowest price, technically acceptable type of contract under this

solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(END)

<p>"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-4543 Revision No.: 22 Date Of Last Revision: 06/27/2022</p>	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p> If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022: </p>	<p> With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022. </p>
<p> If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022: </p>	<p> With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022. </p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Florida

Area: Florida County of Dade

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.84
01012 - Accounting Clerk II		17.79
01013 - Accounting Clerk III		19.89
01020 - Administrative Assistant		28.29
01035 - Court Reporter		19.31
01041 - Customer Service Representative I		14.30***
01042 - Customer Service Representative II		15.60
01043 - Customer Service Representative III		17.51
01051 - Data Entry Operator I		14.62***
01052 - Data Entry Operator II		15.95
01060 - Dispatcher Motor Vehicle		18.13
01070 - Document Preparation Clerk		16.46
01090 - Duplicating Machine Operator		16.46
01111 - General Clerk I		14.69***

01112	- General Clerk II	16.03
01113	- General Clerk III	18.01
01120	- Housing Referral Assistant	22.61
01141	- Messenger Courier	14.99***
01191	- Order Clerk I	15.11
01192	- Order Clerk II	16.49
01261	- Personnel Assistant (Employment) I	18.35
01262	- Personnel Assistant (Employment) II	20.53
01263	- Personnel Assistant (Employment) III	22.89
01270	- Production Control Clerk	22.58
01290	- Rental Clerk	14.93***
01300	- Scheduler Maintenance	18.13
01311	- Secretary I	18.13
01312	- Secretary II	20.28
01313	- Secretary III	22.61
01320	- Service Order Dispatcher	16.21
01410	- Supply Technician	28.29
01420	- Survey Worker	20.30
01460	- Switchboard Operator/Receptionist	14.49***
01531	- Travel Clerk I	18.34
01532	- Travel Clerk II	19.93
01533	- Travel Clerk III	21.35
01611	- Word Processor I	16.42
01612	- Word Processor II	18.43
01613	- Word Processor III	20.62
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	22.53
05010	- Automotive Electrician	20.92
05040	- Automotive Glass Installer	19.52
05070	- Automotive Worker	19.52
05110	- Mobile Equipment Servicer	16.52
05130	- Motor Equipment Metal Mechanic	22.31
05160	- Motor Equipment Metal Worker	19.52
05190	- Motor Vehicle Mechanic	22.31
05220	- Motor Vehicle Mechanic Helper	15.00
05250	- Motor Vehicle Upholstery Worker	18.07
05280	- Motor Vehicle Wrecker	19.52
05310	- Painter Automotive	20.92
05340	- Radiator Repair Specialist	19.52
05370	- Tire Repairer	15.15
05400	- Transmission Repair Specialist	22.31
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.25***
07041	- Cook I	13.85***
07042	- Cook II	16.37
07070	- Dishwasher	11.49***
07130	- Food Service Worker	14.16***
07210	- Meat Cutter	18.08
07260	- Waiter/Waitress	11.37***
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.13
09040	- Furniture Handler	10.14***
09080	- Furniture Refinisher	17.99
09090	- Furniture Refinisher Helper	13.34***
09110	- Furniture Repairer Minor	15.57
09130	- Upholsterer	18.77
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	13.39***
11060	- Elevator Operator	11.83***
11090	- Gardener	20.13
11122	- Housekeeping Aide	11.83***
11150	- Janitor	11.83***
11210	- Laborer Grounds Maintenance	14.49***

11240 - Maid or Houseman	12.56***
11260 - Pruner	12.63***
11270 - Tractor Operator	18.28
11330 - Trail Maintenance Worker	14.49***
11360 - Window Cleaner	13.57***
12000 - Health Occupations	
12010 - Ambulance Driver	16.87
12011 - Breath Alcohol Technician	20.79
12012 - Certified Occupational Therapist Assistant	32.71
12015 - Certified Physical Therapist Assistant	30.26
12020 - Dental Assistant	19.16
12025 - Dental Hygienist	37.45
12030 - EKG Technician	23.82
12035 - Electroneurodiagnostic Technologist	23.82
12040 - Emergency Medical Technician	16.87
12071 - Licensed Practical Nurse I	18.59
12072 - Licensed Practical Nurse II	20.79
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	17.97
12130 - Medical Laboratory Technician	25.82
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	20.47
12195 - Medical Transcriptionist	17.92
12210 - Nuclear Medicine Technologist	37.86
12221 - Nursing Assistant I	12.52***
12222 - Nursing Assistant II	14.07***
12223 - Nursing Assistant III	15.35
12224 - Nursing Assistant IV	17.23
12235 - Optical Dispenser	20.85
12236 - Optical Technician	15.24
12250 - Pharmacy Technician	17.78
12280 - Phlebotomist	17.48
12305 - Radiologic Technologist	29.50
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	31.00
12313 - Registered Nurse II Specialist	31.00
12314 - Registered Nurse III	37.51
12315 - Registered Nurse III Anesthetist	37.51
12316 - Registered Nurse IV	44.95
12317 - Scheduler (Drug and Alcohol Testing)	25.76
12320 - Substance Abuse Treatment Counselor	28.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.30
13012 - Exhibits Specialist II	26.39
13013 - Exhibits Specialist III	32.28
13041 - Illustrator I	22.97
13042 - Illustrator II	28.47
13043 - Illustrator III	34.82
13047 - Librarian	31.86
13050 - Library Aide/Clerk	14.18***
13054 - Library Information Technology Systems Administrator	28.75
13058 - Library Technician	18.27
13061 - Media Specialist I	19.77
13062 - Media Specialist II	22.28
13063 - Media Specialist III	24.85
13071 - Photographer I	17.44
13072 - Photographer II	19.52
13073 - Photographer III	24.18
13074 - Photographer IV	29.57
13075 - Photographer V	35.78
13090 - Technical Order Library Clerk	17.80
13110 - Video Teleconference Technician	23.32

14000	- Information Technology Occupations	
14041	- Computer Operator I	19.14
14042	- Computer Operator II	21.41
14043	- Computer Operator III	23.87
14044	- Computer Operator IV	26.53
14045	- Computer Operator V	29.38
14071	- Computer Programmer I	(see 1) 25.60
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.14
14160	- Personal Computer Support Technician	26.53
14170	- System Support Specialist	29.38
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	31.72
15020	- Aircrew Training Devices Instructor (Rated)	38.37
15030	- Air Crew Training Devices Instructor (Pilot)	46.00
15050	- Computer Based Training Specialist / Instructor	31.72
15060	- Educational Technologist	30.61
15070	- Flight Instructor (Pilot)	46.00
15080	- Graphic Artist	25.96
15085	- Maintenance Test Pilot Fixed Jet/Prop	44.78
15086	- Maintenance Test Pilot Rotary Wing	44.78
15088	- Non-Maintenance Test/Co-Pilot	44.78
15090	- Technical Instructor	24.91
15095	- Technical Instructor/Course Developer	30.47
15110	- Test Proctor	20.11
15120	- Tutor	20.11
16000	- Laundry Dry-Cleaning Pressing And Related Occupations	
16010	- Assembler	11.21***
16030	- Counter Attendant	11.21***
16040	- Dry Cleaner	13.52***
16070	- Finisher Flatwork Machine	11.21***
16090	- Presser Hand	11.21***
16110	- Presser Machine Drycleaning	11.21***
16130	- Presser Machine Shirts	11.21***
16160	- Presser Machine Wearing Apparel Laundry	11.21***
16190	- Sewing Machine Operator	14.37***
16220	- Tailor	15.24
16250	- Washer Machine	11.77***
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	21.19
19040	- Tool And Die Maker	26.95
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	18.41
21030	- Material Coordinator	22.58
21040	- Material Expediter	22.58
21050	- Material Handling Laborer	14.43***
21071	- Order Filler	14.18***
21080	- Production Line Worker (Food Processing)	18.41
21110	- Shipping Packer	16.71
21130	- Shipping/Receiving Clerk	16.71
21140	- Store Worker I	11.14***
21150	- Stock Clerk	17.02
21210	- Tools And Parts Attendant	18.41
21410	- Warehouse Specialist	18.41
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	34.69
23019	- Aircraft Logs and Records Technician	26.42
23021	- Aircraft Mechanic I	32.59

23022 - Aircraft Mechanic II	34.69
23023 - Aircraft Mechanic III	36.75
23040 - Aircraft Mechanic Helper	21.91
23050 - Aircraft Painter	29.23
23060 - Aircraft Servicer	26.42
23070 - Aircraft Survival Flight Equipment Technician	29.23
23080 - Aircraft Worker	28.58
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.58
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.59
23110 - Appliance Mechanic	20.87
23120 - Bicycle Repairer	15.19
23125 - Cable Splicer	29.22
23130 - Carpenter Maintenance	22.42
23140 - Carpet Layer	20.01
23160 - Electrician Maintenance	23.31
23181 - Electronics Technician Maintenance I	24.51
23182 - Electronics Technician Maintenance II	26.23
23183 - Electronics Technician Maintenance III	27.97
23260 - Fabric Worker	19.39
23290 - Fire Alarm System Mechanic	22.93
23310 - Fire Extinguisher Repairer	17.76
23311 - Fuel Distribution System Mechanic	24.22
23312 - Fuel Distribution System Operator	17.93
23370 - General Maintenance Worker	18.11
23380 - Ground Support Equipment Mechanic	32.59
23381 - Ground Support Equipment Servicer	26.42
23382 - Ground Support Equipment Worker	28.58
23391 - Gunsmith I	17.76
23392 - Gunsmith II	20.99
23393 - Gunsmith III	23.98
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.66
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.11
23430 - Heavy Equipment Mechanic	24.94
23440 - Heavy Equipment Operator	22.76
23460 - Instrument Mechanic	23.98
23465 - Laboratory/Shelter Mechanic	22.49
23470 - Laborer	14.43***
23510 - Locksmith	18.77
23530 - Machinery Maintenance Mechanic	23.69
23550 - Machinist Maintenance	22.95
23580 - Maintenance Trades Helper	15.02
23591 - Metrology Technician I	23.98
23592 - Metrology Technician II	25.51
23593 - Metrology Technician III	27.03
23640 - Millwright	23.31
23710 - Office Appliance Repairer	18.50
23760 - Painter Maintenance	17.95
23790 - Pipefitter Maintenance	24.84
23810 - Plumber Maintenance	23.29
23820 - Pneudraulic Systems Mechanic	23.98
23850 - Rigger	24.18
23870 - Scale Mechanic	20.99
23890 - Sheet-Metal Worker Maintenance	22.42
23910 - Small Engine Mechanic	20.50
23931 - Telecommunications Mechanic I	30.36
23932 - Telecommunications Mechanic II	32.31
23950 - Telephone Lineman	23.54
23960 - Welder Combination Maintenance	21.25
23965 - Well Driller	23.72

23970	- Woodcraft Worker	23.98
23980	- Woodworker	17.76
24000	- Personal Needs Occupations	
24550	- Case Manager	18.51
24570	- Child Care Attendant	12.68***
24580	- Child Care Center Clerk	16.86
24610	- Chore Aide	11.57***
24620	- Family Readiness And Support Services Coordinator	18.51
24630	- Homemaker	18.51
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	31.21
25040	- Sewage Plant Operator	25.43
25070	- Stationary Engineer	31.21
25190	- Ventilation Equipment Tender	20.98
25210	- Water Treatment Plant Operator	25.43
27000	- Protective Service Occupations	
27004	- Alarm Monitor	28.78
27007	- Baggage Inspector	13.72***
27008	- Corrections Officer	27.97
27010	- Court Security Officer	31.35
27030	- Detection Dog Handler	18.11
27040	- Detention Officer	27.97
27070	- Firefighter	33.91
27101	- Guard I	13.72***
27102	- Guard II	18.11
27131	- Police Officer I	33.97
27132	- Police Officer II	37.76
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	16.17
28042	- Carnival Equipment Repairer	17.81
28043	- Carnival Worker	11.17***
28210	- Gate Attendant/Gate Tender	17.24
28310	- Lifeguard	17.34
28350	- Park Attendant (Aide)	19.29
28510	- Recreation Aide/Health Facility Attendant	14.08***
28515	- Recreation Specialist	23.90
28630	- Sports Official	15.36
28690	- Swimming Pool Operator	21.05
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	31.06
29020	- Hatch Tender	31.06
29030	- Line Handler	31.06
29041	- Stevedore I	28.72
29042	- Stevedore II	33.25
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist Center (HF0) (see 2)	43.96
30011	- Air Traffic Control Specialist Station (HF0) (see 2)	30.31
30012	- Air Traffic Control Specialist Terminal (HF0) (see 2)	33.38
30021	- Archeological Technician I	19.73
30022	- Archeological Technician II	22.06
30023	- Archeological Technician III	27.33
30030	- Cartographic Technician	27.33
30040	- Civil Engineering Technician	28.38
30051	- Cryogenic Technician I	29.66
30052	- Cryogenic Technician II	32.77
30061	- Drafter/CAD Operator I	19.73
30062	- Drafter/CAD Operator II	22.06
30063	- Drafter/CAD Operator III	24.59
30064	- Drafter/CAD Operator IV	30.27
30081	- Engineering Technician I	17.93
30082	- Engineering Technician II	21.92
30083	- Engineering Technician III	24.53

30084	- Engineering Technician IV	27.90
30085	- Engineering Technician V	34.13
30086	- Engineering Technician VI	41.29
30090	- Environmental Technician	21.84
30095	- Evidence Control Specialist	26.79
30210	- Laboratory Technician	22.08
30221	- Latent Fingerprint Technician I	27.22
30222	- Latent Fingerprint Technician II	30.07
30240	- Mathematical Technician	28.45
30361	- Paralegal/Legal Assistant I	21.78
30362	- Paralegal/Legal Assistant II	26.97
30363	- Paralegal/Legal Assistant III	32.99
30364	- Paralegal/Legal Assistant IV	39.92
30375	- Petroleum Supply Specialist	32.77
30390	- Photo-Optics Technician	27.33
30395	- Radiation Control Technician	32.77
30461	- Technical Writer I	26.13
30462	- Technical Writer II	31.97
30463	- Technical Writer III	38.67
30491	- Unexploded Ordnance (UXO) Technician I	27.94
30492	- Unexploded Ordnance (UXO) Technician II	33.80
30493	- Unexploded Ordnance (UXO) Technician III	40.51
30494	- Unexploded (UXO) Safety Escort	27.94
30495	- Unexploded (UXO) Sweep Personnel	27.94
30501	- Weather Forecaster I	30.27
30502	- Weather Forecaster II	36.07
30620	- Weather Observer Combined Upper Air Or	(see 2) 24.59
Surface Programs		
30621	- Weather Observer Senior	(see 2) 27.33
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	33.80
31020	- Bus Aide	14.32***
31030	- Bus Driver	22.01
31043	- Driver Courier	16.41
31260	- Parking and Lot Attendant	11.10***
31290	- Shuttle Bus Driver	16.45
31310	- Taxi Driver	14.08***
31361	- Truckdriver Light	18.10
31362	- Truckdriver Medium	19.79
31363	- Truckdriver Heavy	21.22
31364	- Truckdriver Tractor-Trailer	21.22
99000	- Miscellaneous Occupations	
99020	- Cabin Safety Specialist	16.48
99030	- Cashier	11.08***
99050	- Desk Clerk	13.82***
99095	- Embalmer	24.52
99130	- Flight Follower	27.94
99251	- Laboratory Animal Caretaker I	14.40***
99252	- Laboratory Animal Caretaker II	15.86
99260	- Marketing Analyst	29.95
99310	- Mortician	29.67
99410	- Pest Controller	17.70
99510	- Photofinishing Worker	16.47
99710	- Recycling Laborer	26.36
99711	- Recycling Specialist	33.25
99730	- Refuse Collector	22.97
99810	- Sales Clerk	13.63***
99820	- School Crossing Guard	14.95***
99830	- Survey Party Chief	22.64
99831	- Surveying Aide	12.33***
99832	- Surveying Technician	20.21
99840	- Vending Machine Attendant	14.14***
99841	- Vending Machine Repairer	18.35

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt

computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS – NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each

proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."