

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT
JOHN C. GODBOLD BUILDING
96 POPLAR STREET, N.W. (ROOM B110)
ATLANTA, GEORGIA 30303**

Request for Quotation

RFQ Number: 18-A11-001

Request Date: September 7, 2018

Special Notes:

This is a request for Open Market Pricing. The Clerk's Office for the United States Court of Appeals for the Eleventh Circuit, has a requirement for document finding aids, i.e. data entry services, as further described in the attached statement of work.

Quotes shall be e-mailed to the Contracting Officer by 4:00 pm (EST), Monday, September 17, 2018, at nathaniel_sims@ca11.uscourts.gov.

Quote shall include pricing submitted in the format of the attached quote sheet (Attachment 1).

Optional Price Quote – In addition to data entry services, vendors may provide the government with an optional cost of using contractor computers and software to convert card stock documents to PDF format, i.e. Digital Imaging. This is a separate, standalone quote from the data entry required to produce the Document Finding Aid, and should not be included with that pricing. A vendor's decision not to provide this optional price quote will have no bearing on the judiciary's evaluation of the quote for services associated with the document finding aid.

The judiciary is seeking to award one (1) firm-fixed price purchase order as a result of this RFQ based on the lowest priced, technically acceptable quote received. In order for a quote to be considered technically acceptable, the vendor must propose an acceptable technical approach for providing the services required by the attached Statement of Work (SOW) and also demonstrate a satisfactory recent history of past performance in performing tasks comparable to those required by the SOW. The vendor shall also include a timeline for implementation and milestones for completion of all tasks.

Questions concerning this RFQ must be submitted by email to Nathaniel Sims at the above listed email address not later than 4:00pm (EST) on Wednesday, September 12, 2018. Answers to all questions will be provided to all vendors not later than 4:00pm (EST) on Friday, September 14, 2018.

QUOTE SHEET

Quote Sheet for RFQ Number: _____

Item No.	Description	Estimated Maximum Quantity	Unit	Unit Price	Estimated Extended Price
1. Case Docket Cards	Creation of Finding Aids i.e., Data Entry	185 boxes	Linear Feet Per Box	\$	\$
2. Linear Feet Per Box		215		TOTAL	(CONTRACTOR will fill in)

Estimated maximum quantity is the Court of Appeals best estimate of the number of boxes containing pages that data entry. Actual amount to be paid to the contractor will be based on actual number of pages completed by the contractor and accepted by the U.S. Court of Appeals for the 11th Circuit. Case docket cards are both single and double sided. The stated total is the ceiling amount for the total contract price.

Contractor shall revise table to reflect any applicable volume discounts and complete the information in the fields below.

Vendor's Name

Vendor's Phone Number/fax number/email address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to sign Quote and Date

DUNS number

Printed or Typed Name of Signator

Discount Terms or Net 30?

STATEMENT OF WORK (CASE DOCKET CARDS)

1.0 BACKGROUND, GENERAL DESCRIPTION, AND REQUIREMENTS

1.1 INTRODUCTION

The Clerk's Office of the United States Court of Appeals for the Eleventh Circuit has an objective to reduce the court's on-site storage requirements for paper records. The focus of this reduction is on the Court's collection of "Case Docket Cards." This collection of Case Docket Cards cannot be altered or destroyed.

1.2 PURPOSE:

To solicit contractor services for the required: (1) data entry of essential information from case docket cards as described in section 1.5(c); and (2) optional digital imaging of the collection of case docket cards described in 1.5(i).

1.3 SCOPE:

The project is deemed to be completed by meeting all requirements identified in this SOW.

1.3.1 CASE DOCKET CARD DESCRIPTION:

Case docket cards are pre-printed colored heavy card stock (generally 8 ½ by 11 inches) containing typed as well as hand-written (in pen or pencil) entries. A single case may contain multiple pages.

1.3.2 QUALITY PROCESS:

Quality control (QC) is critical to this project. Quality assurance (QA) processes must be performed while scanning. The government requires a written QC and QA plan in response to this solicitation that will describe how at least the following issues will be addressed: torn pages, partial pages, de-skewing, de-speckling, multi-feeds, double-sided documents, and other production issues.

a. The contractor shall provide 100 percent quality control QC/QA to guarantee the completeness and readability of the content in the PDF collection. This task requires QC and QA for all work and services performed. The contractor shall establish a QC and QA methodology document that shall be submitted and agreed to by the government. The contractor shall verify its work to confirm it was completed.

b. The contractor shall provide a description of its production process and QC/QA procedures no later than 5 business days after award.

1.3.3 PAPER PROCESSING / CONDITIONING

- Paper processing includes case docket cards mostly 8 ½ by 11 inches with a few (estimated to be five percent or less) being non-standard or of legal size (8 ½ by 14 inches).
 - Overall, the majority of the card stock is in good condition
 - Files contain colored card stock.
 - All of these pages are “double sided.” If digitized, a “double sided” document will produce two separate images.

1.3.4 ESTIMATED VOLUME OF CASE DOCKET CARDS:

The project is deemed to be completed by meeting all requirements identified in this SOW.

CASE DOCKET CARDS	DATE RANGE	EST. VOL (LINEAR FEET)
APPEALS COURT DOCUMENTS	1980 - 1999	215'
# OF BOXES		185
TOT EST. VOL OF PGS		214,000 pages

1.4 TERMINOLGY:

a. The term “government” refers to the Clerk’s Office, United States Court of Appeals for the Eleventh Circuit, as well as the Administrative Office’s Judiciary Records Management Program.

b. The term “vendor” includes [name of firm] corporation, its employees and any proposed subcontractors. The term “contractor” refers to the company who will be performing services under this contract post-award.

1.5 REQUIREMENTS

This section describes specific requirements and compliance determinations associated with this project.

a. This is an underline project where record content may not be removed from the government’s custody. Contractor personnel must clear the government’s security requirements and background investigation to work on this project.

b. The contractor shall work with a collection of 185 boxes with an estimated volume of 215 linear feet of card stock records. The work entails data entry from each case docket card in the collection. If the government elects to exercise the requested option, work also includes scanning each case docket card to a digital, text-searchable PDF database.

- c. Using government computers and Microsoft Excel files, the contractor shall create box inventory (Finding Aids) to include box number, case number, appellant's name(s), and appellee's name(s).
- d. The contractor shall provide the government with an optional cost of using contractor computers, and software to perform the key entry/key verify process and create the digital inventory described in Section 1.5(c) above, as well as the optional cost for using contractor computers and software to perform the digital imaging described in Section 1.5(i) below.
- e. The contractor shall provide 100 percent QC via a key entry/key verify process. The contractor shall establish a QC methodology document that shall be submitted and agreed to by the government. The contractor shall verify its work to confirm its accuracy and completeness.
- f. The contractor shall provide a description of its products process and QC/QA procedures no later than five business days after award.
- g. The contractor shall deliver to the government two USB flash drives containing the final MS Excel file with the required entries for each case docket card in the collection. In addition, the contractor shall return the paper collection of case docket cards to the government in the same condition they were delivered to the contractor.
- h. Upon the government's request, the contractor shall provide interim PDF content for the government to conduct sample periodic reviews and sampling of the contractor's quality of work.
- i. Optional Digital Imaging – using contractor computers and software to convert card stock documents to text-searchable PDF format under the QA/QC and document handling provisions described above. Contractor shall deliver to the government two copies on appropriate media (USB flash drives or DVD) containing the PDF files for all case docket cards.

1.5.1 WORK LOCATION

- a. The service to provide data entry will be done on-site at the government facility. Work space for this project will be located in room B110.

1.5.2 PERIOD OF PERFORMANCE

- a. This project shall be completed no later than **January 31, 2019**.

1.5.3 INFORMATION SECURITY

- a. Case docket cards may contain confidential information.
- b. Computers that are the property of the contractor must be checked for viruses and malware through the IT Department of the government prior to the start of the project, and may be checked by the IT Department at random times throughout the project.

- c. Any internal storage media provided or used by the contractor will be wiped cleaned after the project is completed.
- d. Any external storage media provided or used by the contractor will be wiped cleaned after the project is complete.
- e. Any storage media supplied to the contractor by the government shall be returned upon completion of the project.

1.5.4 EMPLOYEE SECURITY CLEARANCE

- a. Contractor will provide personnel who have cleared the government's security requirements.
- b. The Contractor will submit to Nathaniel Sims, Contracting Officer, along with quote and insurance information described in Clause 6-20, a list of designated key personnel (names and positions) who will be working in the building.
- c. Contractor employees who have a current HSPD-12 badge may escort other workers on a ratio of 1 to 5.
- d. Contractor employees may be subject to a criminal background check. If required, a form will be supplied for submission directly to the US Marshal Service.

1.5.5 BUILDING SECURITY

- a. The data entry and digital conversion work will be under constant/continual observation by contractor supervisors and the Court's Contracting Officer Representative (COR).
- b. Contracted personnel must have upon arrival proper identification, and will not be allowed to take any knives or other weapons, phones, cameras and/or recording devices into building.
- c. Contracted personnel may be subject to a physical security "pat down" at any time inside government facility.

1.5.6 EQUIPMENT AND SOFTWARE SUPPLIED BY THE CONTRACTOR

- a. Contractor shall supply the hardware and software if agreed upon with the government to perform the project in the agreed timeframe. This will include, but will not be limited to computers to collect and perform data entry and, if necessary, high speed scanners.
- b. Software will include programs and firmware for the contractor's computers and scanners, which must include quality control functionality. Adobe Acrobat can be supplied by the government for scanning purposes if this software is not already owned by the contractor or if an updated version is required. The government reserves the right to check all of the contractor's equipment used for this project for virus/malware at any time throughout the continuance of the

project. Anti-virus software approved by the government must be operational in contractor's computers to ensure no malware is transmitted to government networks.

c. The contractor must monitor computer usage activities of contractor staff and prevent government data from being transmitted to any non-judiciary system or recorded on any non-judiciary portable device, which includes but is not limited to USB drives and/or internal/external drives or discs not authorized.

d. The contractor must comply with information systems security requirements as determined by the government's Assistant Circuit Executive for Information Technology.

e. The contractor will provide protection for information and any information system that has been categorized in accordance with Federal Information Processing Standards Publication 199 as moderate impact.

f. Prior to the performance of tasks under this contract, the contractor must make available to the government the contractor's Information System Security Plan for protecting all data collected or maintained by the contractor on behalf of the government, including provisions for training, monitoring and testing, incident reporting (see "data breaches" below) and other physical and logical access and security controls and safeguards.

1.5.7 DATA BREACHES AND INFORMATION SYSTEMS SECURITY PLAN

a. The contractor shall be required to prevent and remedy data breaches and to provide the government with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the government to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event that a breach occurs. Special attention should be paid to **OMB Memorandum 06-19 (July 12, 2006)**, [M-06-19, Reporting Incidents Involving Personally Identifiable Information Incorporating the Cost for Security in Agency Information Technology Investments](#), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulation, or policy governing data breaches that may arise during the performance of the contract. An Information Systems Security Plan must be provided and shall include policies and procedures necessary to ensure the timely detection of and reporting to the government of data breaches, as well as safeguards to prevent and mitigate the risk of, as well as to remedy, such breaches, if any.

1.6 MAINTAIN LOGS

a. The contractor shall maintain a transaction log for document production, including the results of the review and validation of digital documents. This log must support and provide evidence of adherence to established scanning procedures. This log shall be proposed by the contractor and approved by the government.

b. In addition, the contractor shall maintain a production log and will advise the government as to the progress of the production on at least a weekly basis. At a minimum it will list the number

of files processed by day, and the number of scanned images, if that option is exercised by the government. The form and format of this report will be agreed to by the contractor and government prior to the start of production.

c. This log will be used to supply a final report to the government at the conclusion of the project showing traceability of the data entry process.

2.0 DESCRIPTION OF DELIVERABLES

a. The deliverables for this project comprise the following items: document preparation, finding aids i.e., data entry, overall data validation (QC) and delivery two USB flash drives with the final MS Excel file containing the required entries for each case docket card in the collection. If the option for digital imaging is exercised, the same process

b. The contractor quote must include: preparation, and finding aids i.e., data entry.

2.1 PRODUCT DELIVERY

The nature of this project is such that product delivery is ongoing soon after the project start date. The project's final delivery, finding aids i.e., data entry and validated collection (QC), must be completed no later than a date three months or less from the date contract is awarded. If the option for digital imaging is exercised, the same provisions above will apply.

3.0 CRITERIA AND REVIEW PERIOD FOR DELIVERABLE(S)

3.1 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

All case docket card boxes will be stored in the same order as received. All given court case docket cards will be provided to the government as described in (Section 2.2). The documents will be retrievable and readable. The government will review deliverables upon final delivery or periodically throughout the project and provide approval or rejection within 15 workdays after completion of the scanning/imaging. The contractor shall correct deficiencies and resubmit within 10 workdays after rejection.

4.0 POINTS OF CONTACT: the following individuals will serve as points of contact for this project. (Do not contact anyone other than the contracting officer prior to award.)

a. Omar Herran, Judiciary Records Officer (202) 502-3400

b. Nathaniel Sims, Contracting Officer (404) 335-6201

c. Will Miller, Contracting Officer Representative (404) 335-6194

5.0 QUOTE

The contractor shall submit a firm-fixed-price quote based on the requirements listed in the statement of work.

ADDITIONAL TERMS AND CONDITIONS

The following standard judiciary provisions and clauses are also incorporated into this request and will be included in the resulting task order.

1. 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.

Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

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

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

2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

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

Clause 3-3 Provisions, Clauses, Terms and Conditions – Small Purchases (JUN 2014)

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

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

X 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 thirty (30) calendar days prior to the contract's current expiration date.

4. Incorporation of Department of Labor Wage Rate Determination: WD 15-4471 (Rev.-10) was first posted on www.wdol.gov on 07/10/2018 will be attached to and incorporated into the Purchase Order.

Attachment 4

SCA Wage Determination

WD 15-4471 (Rev.-10) was first posted on www.wdol.gov on 07/10/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4471
Revision No.: 10
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Georgia

Area: Georgia Counties of Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Haralson, Henry, Morgan, Newton, Paulding, Pickens, Rockdale, Spalding, Walton

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.53
01012 - Accounting Clerk II		17.43
01013 - Accounting Clerk III		19.50
01020 - Administrative Assistant		28.01
01035 - Court Reporter		23.02
01041 - Customer Service Representative I		13.21
01042 - Customer Service Representative II		14.84
01043 - Customer Service Representative III		16.20
01051 - Data Entry Operator I		13.84
01052 - Data Entry Operator II		15.70
01060 - Dispatcher, Motor Vehicle		19.15
01070 - Document Preparation Clerk		16.06
01090 - Duplicating Machine Operator		16.06
01111 - General Clerk I		13.43
01112 - General Clerk II		14.84
01113 - General Clerk III		16.45
01120 - Housing Referral Assistant		21.85
01141 - Messenger Courier		13.73
01191 - Order Clerk I		14.49
01192 - Order Clerk II		15.81
01261 - Personnel Assistant (Employment) I		16.68
01262 - Personnel Assistant (Employment) II		18.66
01263 - Personnel Assistant (Employment) III		20.90
01270 - Production Control Clerk		22.39
01290 - Rental Clerk		15.21
01300 - Scheduler, Maintenance		16.13
01311 - Secretary I		16.13

01312 - Secretary II	18.05
01313 - Secretary III	20.13
01320 - Service Order Dispatcher	15.87
01410 - Supply Technician	28.01
01420 - Survey Worker	18.40
01460 - Switchboard Operator/Receptionist	14.18
01531 - Travel Clerk I	15.13
01532 - Travel Clerk II	16.54
01533 - Travel Clerk III	17.80
01611 - Word Processor I	14.36
01612 - Word Processor II	16.12
01613 - Word Processor III	18.30
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.36
05010 - Automotive Electrician	21.55
05040 - Automotive Glass Installer	20.18
05070 - Automotive Worker	20.18
05110 - Mobile Equipment Servicer	17.47
05130 - Motor Equipment Metal Mechanic	23.36
05160 - Motor Equipment Metal Worker	20.18
05190 - Motor Vehicle Mechanic	23.36
05220 - Motor Vehicle Mechanic Helper	17.56
05250 - Motor Vehicle Upholstery Worker	19.05
05280 - Motor Vehicle Wrecker	20.18
05310 - Painter, Automotive	21.55
05340 - Radiator Repair Specialist	20.18
05370 - Tire Repairer	13.83
05400 - Transmission Repair Specialist	23.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.20
07041 - Cook I	11.95
07042 - Cook II	13.79
07070 - Dishwasher	10.24
07130 - Food Service Worker	10.01
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.47
09040 - Furniture Handler	12.05
09080 - Furniture Refinisher	16.23
09090 - Furniture Refinisher Helper	12.55
09110 - Furniture Repairer, Minor	14.76
09130 - Upholsterer	16.23
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.99
11060 - Elevator Operator	10.99
11090 - Gardener	19.22
11122 - Housekeeping Aide	11.36
11150 - Janitor	11.36
11210 - Laborer, Grounds Maintenance	13.80
11240 - Maid or Houseman	9.54
11260 - Pruner	13.31
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	13.80
11360 - Window Cleaner	13.54
12000 - Health Occupations	
12010 - Ambulance Driver	16.75
12011 - Breath Alcohol Technician	19.89
12012 - Certified Occupational Therapist Assistant	32.18
12015 - Certified Physical Therapist Assistant	27.66
12020 - Dental Assistant	18.84

12025 - Dental Hygienist	34.85
12030 - EKG Technician	28.15
12035 - Electroneurodiagnostic Technologist	28.15
12040 - Emergency Medical Technician	16.75
12071 - Licensed Practical Nurse I	17.72
12072 - Licensed Practical Nurse II	19.89
12073 - Licensed Practical Nurse III	21.97
12100 - Medical Assistant	16.22
12130 - Medical Laboratory Technician	19.09
12160 - Medical Record Clerk	17.23
12190 - Medical Record Technician	19.27
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	36.56
12221 - Nursing Assistant I	11.46
12222 - Nursing Assistant II	12.89
12223 - Nursing Assistant III	14.06
12224 - Nursing Assistant IV	15.79
12235 - Optical Dispenser	17.05
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	14.87
12280 - Phlebotomist	16.04
12305 - Radiologic Technologist	28.03
12311 - Registered Nurse I	24.94
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	35.38
12315 - Registered Nurse III, Anesthetist	35.38
12316 - Registered Nurse IV	42.41
12317 - Scheduler (Drug and Alcohol Testing)	23.23
12320 - Substance Abuse Treatment Counselor	22.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.57
13012 - Exhibits Specialist II	24.22
13013 - Exhibits Specialist III	29.62
13041 - Illustrator I	20.89
13042 - Illustrator II	23.52
13043 - Illustrator III	28.34
13047 - Librarian	28.42
13050 - Library Aide/Clerk	13.39
13054 - Library Information Technology Systems Administrator	25.67
13058 - Library Technician	16.87
13061 - Media Specialist I	18.52
13062 - Media Specialist II	20.71
13063 - Media Specialist III	23.09
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.50
13074 - Photographer IV	27.97
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	16.19
13110 - Video Teleconference Technician	20.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.20
14042 - Computer Operator II	19.24
14043 - Computer Operator III	21.45
14044 - Computer Operator IV	23.84
14045 - Computer Operator V	26.40
14071 - Computer Programmer I	(see 1) 25.09
14072 - Computer Programmer II	(see 1) 27.01
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		17.20
14160 - Personal Computer Support Technician		23.84
14170 - System Support Specialist		34.63
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.93
15020 - Aircrew Training Devices Instructor (Rated)		35.00
15030 - Air Crew Training Devices Instructor (Pilot)		41.95
15050 - Computer Based Training Specialist / Instructor		28.93
15060 - Educational Technologist		33.91
15070 - Flight Instructor (Pilot)		41.95
15080 - Graphic Artist		24.69
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.93
15086 - Maintenance Test Pilot, Rotary Wing		41.93
15088 - Non-Maintenance Test/Co-Pilot		41.93
15090 - Technical Instructor		25.50
15095 - Technical Instructor/Course Developer		31.18
15110 - Test Proctor		20.57
15120 - Tutor		20.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.93
16030 - Counter Attendant		9.93
16040 - Dry Cleaner		12.93
16070 - Finisher, Flatwork, Machine		9.93
16090 - Presser, Hand		9.93
16110 - Presser, Machine, Drycleaning		9.93
16130 - Presser, Machine, Shirts		9.93
16160 - Presser, Machine, Wearing Apparel, Laundry		9.93
16190 - Sewing Machine Operator		14.02
16220 - Tailor		15.09
16250 - Washer, Machine		10.97
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.66
19040 - Tool And Die Maker		22.92
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.74
21030 - Material Coordinator		22.39
21040 - Material Expediter		22.39
21050 - Material Handling Laborer		13.01
21071 - Order Filler		13.62
21080 - Production Line Worker (Food Processing)		15.74
21110 - Shipping Packer		14.69
21130 - Shipping/Receiving Clerk		14.69
21140 - Store Worker I		11.78
21150 - Stock Clerk		18.04
21210 - Tools And Parts Attendant		15.74
21410 - Warehouse Specialist		15.74
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.62
23019 - Aircraft Logs and Records Technician		27.46
23021 - Aircraft Mechanic I		33.43
23022 - Aircraft Mechanic II		35.62
23023 - Aircraft Mechanic III		37.70
23040 - Aircraft Mechanic Helper		23.93
23050 - Aircraft, Painter		29.39
23060 - Aircraft Servicer		27.46
23070 - Aircraft Survival Flight Equipment Technician		29.39
23080 - Aircraft Worker		29.23

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.23
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.43
23110 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	16.57
23125 - Cable Splicer	24.27
23130 - Carpenter, Maintenance	20.20
23140 - Carpet Layer	18.59
23160 - Electrician, Maintenance	22.70
23181 - Electronics Technician Maintenance I	26.61
23182 - Electronics Technician Maintenance II	28.74
23183 - Electronics Technician Maintenance III	30.35
23260 - Fabric Worker	18.11
23290 - Fire Alarm System Mechanic	18.40
23310 - Fire Extinguisher Repairer	16.57
23311 - Fuel Distribution System Mechanic	22.06
23312 - Fuel Distribution System Operator	16.26
23370 - General Maintenance Worker	17.92
23380 - Ground Support Equipment Mechanic	33.43
23381 - Ground Support Equipment Servicer	27.46
23382 - Ground Support Equipment Worker	29.23
23391 - Gunsmith I	18.65
23392 - Gunsmith II	20.94
23393 - Gunsmith III	22.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.51
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.67
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	26.70
23465 - Laboratory/Shelter Mechanic	21.04
23470 - Laborer	11.97
23510 - Locksmith	20.58
23530 - Machinery Maintenance Mechanic	23.87
23550 - Machinist, Maintenance	19.67
23580 - Maintenance Trades Helper	13.78
23591 - Metrology Technician I	26.70
23592 - Metrology Technician II	28.13
23593 - Metrology Technician III	29.63
23640 - Millwright	25.15
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	17.46
23790 - Pipefitter, Maintenance	23.34
23810 - Plumber, Maintenance	22.10
23820 - Pneudraulic Systems Mechanic	22.22
23850 - Rigger	23.43
23870 - Scale Mechanic	19.66
23890 - Sheet-Metal Worker, Maintenance	19.19
23910 - Small Engine Mechanic	19.20
23931 - Telecommunications Mechanic I	29.38
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	20.47
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	19.00
23970 - Woodcraft Worker	22.22
23980 - Woodworker	16.57
24000 - Personal Needs Occupations	
24550 - Case Manager	14.03
24570 - Child Care Attendant	10.42

24580 - Child Care Center Clerk	12.99
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	14.03
24630 - Homemaker	16.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.90
25040 - Sewage Plant Operator	19.86
25070 - Stationary Engineer	28.90
25190 - Ventilation Equipment Tender	17.99
25210 - Water Treatment Plant Operator	19.86
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	12.96
27008 - Corrections Officer	17.31
27010 - Court Security Officer	17.99
27030 - Detection Dog Handler	16.44
27040 - Detention Officer	17.31
27070 - Firefighter	18.66
27101 - Guard I	12.96
27102 - Guard II	16.44
27131 - Police Officer I	19.74
27132 - Police Officer II	21.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.52
28042 - Carnival Equipment Repairer	14.90
28043 - Carnival Worker	9.30
28210 - Gate Attendant/Gate Tender	15.26
28310 - Lifeguard	11.33
28350 - Park Attendant (Aide)	17.08
28510 - Recreation Aide/Health Facility Attendant	11.27
28515 - Recreation Specialist	18.17
28630 - Sports Official	12.93
28690 - Swimming Pool Operator	18.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.69
29020 - Hatch Tender	22.69
29030 - Line Handler	22.69
29041 - Stevedore I	20.91
29042 - Stevedore II	24.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.63
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.42
30021 - Archeological Technician I	19.76
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	27.39
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	23.31
30051 - Cryogenic Technician I	27.27
30052 - Cryogenic Technician II	30.12
30061 - Drafter/CAD Operator I	19.76
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.91
30064 - Drafter/CAD Operator IV	29.42
30081 - Engineering Technician I	16.64
30082 - Engineering Technician II	20.00
30083 - Engineering Technician III	20.90
30084 - Engineering Technician IV	26.47
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.02

30090 - Environmental Technician	24.13
30095 - Evidence Control Specialist	24.63
30210 - Laboratory Technician	19.90
30221 - Latent Fingerprint Technician I	24.60
30222 - Latent Fingerprint Technician II	27.16
30240 - Mathematical Technician	25.03
30361 - Paralegal/Legal Assistant I	19.99
30362 - Paralegal/Legal Assistant II	24.77
30363 - Paralegal/Legal Assistant III	30.29
30364 - Paralegal/Legal Assistant IV	36.64
30375 - Petroleum Supply Specialist	30.12
30390 - Photo-Optics Technician	26.56
30395 - Radiation Control Technician	30.12
30461 - Technical Writer I	26.07
30462 - Technical Writer II	30.07
30463 - Technical Writer III	36.37
30491 - Unexploded Ordnance (UXO) Technician I	25.46
30492 - Unexploded Ordnance (UXO) Technician II	30.80
30493 - Unexploded Ordnance (UXO) Technician III	36.92
30494 - Unexploded (UXO) Safety Escort	25.46
30495 - Unexploded (UXO) Sweep Personnel	25.46
30501 - Weather Forecaster I	27.27
30502 - Weather Forecaster II	33.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.91
30621 - Weather Observer, Senior	(see 2) 27.39
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.80
31020 - Bus Aide	11.49
31030 - Bus Driver	17.43
31043 - Driver Courier	14.91
31260 - Parking and Lot Attendant	9.50
31290 - Shuttle Bus Driver	16.44
31310 - Taxi Driver	10.70
31361 - Truckdriver, Light	16.44
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.87
31364 - Truckdriver, Tractor-Trailer	20.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.02
99030 - Cashier	9.25
99050 - Desk Clerk	10.09
99095 - Embalmer	26.90
99130 - Flight Follower	25.46
99251 - Laboratory Animal Caretaker I	11.92
99252 - Laboratory Animal Caretaker II	13.14
99260 - Marketing Analyst	29.21
99310 - Mortician	29.59
99410 - Pest Controller	16.11
99510 - Photofinishing Worker	16.45
99710 - Recycling Laborer	17.91
99711 - Recycling Specialist	22.54
99730 - Refuse Collector	15.57
99810 - Sales Clerk	13.50
99820 - School Crossing Guard	13.53
99830 - Survey Party Chief	23.58
99831 - Surveying Aide	13.84
99832 - Surveying Technician	19.49
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.93
99842 - Vending Machine Repairer Helper	11.69

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: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 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; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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

5. Docket Card

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

_____ Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

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

Solicitation Provisions Incorporated by Reference

_____ Provision 2-70 Site Visit (JAN 2003)

_____ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

_____ Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

_____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

a) The offeror shall check following certification

CERTIFICATION

The offeror [] does [] does not certify that –

- (1) The items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment
 - (i) An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An “established market price” is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

- (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.
- c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
 - (4) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, will not be included in any resultant contract awarded to this offeror; and
 - (5) The offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

____ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

- a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

- (1) The services under the contract are offered and sold regularly to non-governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the

government contract; and

- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, as amended, will not be included in any resultant contract to this offeror.
- c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
 - (1) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and
 - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.