

Request for Quotation

RFQ Number: USCA12Q0124
Request Date: September 18, 2012

Special Notes:

This is a request for **Open Market Pricing**.

Quotes may be faxed or e-mailed to the below listed address by **September 24, 2012**, no later than 2:00 PM local time. Hand carried quotes are to be delivered by the same time to the Administrative Office of the US Courts, One Columbus Circle, NE, Ste 3-250, Washington, DC 20544, *Attention:* Lynne Edwards. Submit a technical proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a price quotation broken down as indicated.

A labor-hour award from this RFQ will be made based on the lowest priced, technically acceptable offer.

Quotes and questions concerning this RFQ should be emailed to:
Lynne_Edwards@ao.uscourts.gov.

Services are to be performed at: *AOUSC – Office of Probation and Pretrial Services, Charleston, SC 29405.*

Sincerely,

Lynne Edwards
Procurement Specialist

Attachments

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

1. REQUEST NO. USCA12Q0124	2. DATE ISSUED 09/18/2012	3. REQUISITION/PURCHASE REQUEST NO. REQ OPPSSC120010	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001 Lynne Edwards, 202-502-1902			6. DELIVER BY (date) See Line Items.	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
NAME Lynne Edwards		TELEPHONE NUMBER AREA CODE: 202 NUMBER: 502-1902 Ext.:		9. DESTINATION Administrative Office of the U.S. Courts Office of Probation and Pretrial Services 107 Federal Law Enforcement Training Center 2000 Bainbridge Avenue, Bldg. #1 Charleston, SC 29405
8. TO:				

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/24/2012

IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

CLIN NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
See Lines					

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [] are [X] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE AREA CODE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)			
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

Supplies or Services and Prices/Costs

CLIN NO	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Request an Administrative Assistant to assume receptionist duties, greet public and refer them to staff member, answer telephone, route calls and take messages. Draft letters and memos and assist with data entry.	Total: NaN	Hour		

Period of Performance: 09/26/2012 - 09/25/2013

Extended Description: Oversee preparation and copying of curriculum and agendas and/or other required material for training programs and meetings, and distribute as appropriate. Provide daily administrative support to staff as needed, and serve as back up for current Administrative Assistants.

CLIN NO	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	Request an Administrative Assistant to assume receptionist duties, greet public and refer them to staff member, answer telephone, route calls and take messages. Draft letters and memos and assist with data entry.	Total: NaN	Hour		

Period of Performance: 09/26/2013 - 09/25/2014

Extended Description: Oversee preparation and copying of curriculum and agendas and/or other required material for training programs and meetings, and distribute as appropriate. Provide daily administrative support to staff as needed, and serve as back up for current Administrative Assistants.

Descriptions/Specifications/Statement of Work

C-1 Statement of Work

STATEMENT OF WORK (SOW)

Temporary Help Employee at the OPPS National Training Academy, Charleston, SC

1.0 Background

The Administrative Office of the United States Courts (AOUSC), Office of Probation and Pretrial Services (OPPS) National Training Academy located in Charleston, SC is part of the judicial branch of the federal government. The AO provides support services to the federal courts (except the Supreme Court) in these essential areas; accounting support, administrative support, program management, and policy development. The

OPPS National Training Academy is responsible for training new probation and pretrial officers as well as firearms and safety training for officers in 94 districts nationwide. The training academy is the focal point for the judiciary in firearms and safety training as well training new officers in probation and pretrial services.

2.0 Purpose

The purpose of this acquisition is to obtain temporary help in the areas of administrative and secretarial support. Support will be provided to senior-level management and their staffs.

3.0 Scope

The contractor shall provide administrative and secretarial support services with experience in the areas of word processing, transcription of documents, data entry, and preparing and editing management support documents. Contractor shall ensure that all proposed individuals possess good organizational skills, are detail oriented, possess excellent grammar, punctuation, and spelling skills, good file maintenance skills, have a professional demeanor, be personable, and have an excellent attendance record.

4.0 Temporary Services Category Descriptions

I. Administrative Assistant

Provides administrative and secretarial support to one or more senior level management staff and their staffs; will perform specialized assignments relating to preparing and editing special reports under general guidance. The Administrative Assistant shall assume the duties of the receptionist which includes: greeting visitors and referring them to the appropriate staff members, answering telephones, routing calls and taking messages. Administrative support shall include: prepare, reproduce and distribute the curriculums, agendas and other material required for training programs and meetings. Perform a variety of secretarial support services such as record the minutes of staff and section chief meetings, maintain the staff activity calendar, as well as, assist with program schedules; maintain and update the Branch Chief's day-to-day calendar and schedules; coordinates special projects and programs; and responds to routine and non-routine inquiries using standardized formats.

II. Education Requirements

High school diploma required

5.0 Assignments

Individual assignments are for a period of 120 calendar days. The Government may at its discretion request, in writing, that an individual assignment is extended for periods of up to an additional 120 days. However, no individual assignment may exceed a combined period of 240 days without the written approval of the AOUSC Director.

6.0 Ordering Process

Individual requests for temp help services will be made using the Purchase Order labor category, rate and terms and conditions. Individual assignments shall be for a period of up to 120 days. Within 48 hours of

receiving the Government's request, the contractor shall provide resumes for proposed candidates for the assignment. Each resume shall include:

Full name

Education

Chronological work experience (including company names; positions held; dates of employment; descriptions of the functions performed; and the names of immediate supervisors).

A brief narrative relating work experience to the effort required herein

A signed and dated statement by the proposed individual certifying that the information of the resume is true and accurate.

The Government's designated representative will review each resume and choose the most qualified individual. If requested, the Contractor shall make the proposed individuals available for interviews.

7.0 Period of Performance

The period of performance will be from award through eleven months with one (1) one-year option.

Base Period - Award through September 24, 2013

Option Period 1 – September 25, 2013 through September 24, 2014

8.0 Travel

Travel is not anticipated under this contract. However, if travel is required, it will be identified as a separately funded contract line item on a not-to-exceed basis. Any travel required under the contract shall be performed in accordance with the Judiciary Staff Travel Regulations. Parking and commuting expenses within a **50-mile** radius are not reimbursable under this contract. Travel will be reimbursed based on actual costs.

9.0 Location

It is anticipated that the majority of the work will be performed at the AOUSC – OPSS – National Training Academy, FLETC – Charleston, 2000 Bainbridge Avenue, North Charleston, SC 29405. However, there occasionally may be circumstances where the Contracting Officer's Technical Representative (COTR), under the oversight of the Contracting Officer (CO), authorizes the Contractor to work from an alternate location to accommodate special circumstances such as inclement weather, closing of the AOUSC, continuity of operation situation invoked, and/or temporary limited space. The Contractor may not work at an alternate location if not authorized by the COTR in advance and the authorization must be documented (an email will suffice.)

The general office hours are between 7:00 a.m. to 5:00 p.m. with a 40 hour work week. Parking **is/not** available at this Government location.

10.0 Government Furnished Property

The Government will provide contractor personnel with telephone, other office equipment as necessary, office supplies and access to copiers and fax machines. In addition, the government will also provide a work

space with either a desktop/laptop computer hardware and software resources.

Contractor staff may be required to share work space and a telephone.

(End of Section C)

QUOTATION PREPARATION INSTRUCTIONS

1.0 Quotation Due Date

Quotations are due by **2:00PM, (Eastern Time), Monday, September 24, 2012.**

2.0 Period for Acceptance of Offers

The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

3.0 Solicitation Questions

All solicitation questions shall be emailed to Lynne_Edwards@ao.uscourts.gov on or before 10:00AM, Thursday, September 20, 2012. All questions and answers will be provided to offerors via email. Telephone questions will not be accepted.

4.0 Instructions for Quotation Submission

The Offeror shall submit an Original of its quotation in two sections;

A. Technical Quote. By incorporating the Statement of Work in its quote, the offeror is agreeing to all terms and conditions herein.

B. Price Quote. Offeror's price quote shall be fair and reasonable, and based on current Open Market prices. Offerors are strongly encouraged to submit their best prices.

Offeror's Technical and Price Quotations must be clearly identified and submitted separately. Quotations shall be submitted via emailed to Lynne_Edwards@ao.uscourts.gov. Email submissions shall be in "pdf" format.

5.0 Information to be included in the Technical and Price Quotations

5.1 Technical Quotation Content

The technical quote will be evaluated to assess the offeror's understanding and approach to accomplishing the requirements of the Statement of Work (SOW).

Offeror's technical quotation shall, at a minimum, include the following:

A. Capability and Understanding of the Work

Offeror shall provide a brief narrative demonstrating the capability to understand the scope of the RFQ. Offeror's shall submit a description that is no more than one (1) page of the offerors' capability to provide the services described in the SOW. The offeror shall describe its ability to provide the qualified personnel necessary for staffing this effort.

B. Past Experience

The Offeror shall provide descriptions of three previous government or commercial projects/contracts performed within three (3) years of quotation submission. The offeror shall demonstrate that these projects/contracts were for similar services in size and scope to that described in the SOW.

5.2 Price Quotation Content

Offerors shall complete the attached Table A listing the labor category to be utilized and the fully burdened fixed hourly rate(s) proposed. Offerors must show the total price for the labor category proposed as well as the total base period and each option period. The offeror is requested to provide a summary table reflecting the total price that includes the base period and all optional periods.

Offerors shall provide their Tax Identification Number (TIN) and DUNS Number.

(End of Section)

EVALUATION

1.0 Basis for Award

A single award is anticipated from this solicitation. Award will be made to the responsible offeror whose offer represents the lowest priced/technically acceptable offer to the Government, given the outcome of the Government's evaluation of each offeror's technical quotation and prices.

2.0 Technical Evaluation Factors for Award

The technical evaluations factors will be evaluated based upon the information in the offeror's quotation.

Factor A. Capability and Understanding of the Work

The government will evaluate whether the offeror possesses a clear understanding of the solicitation's SOW and its overall capability to accomplish the required services of the SOW and the offerors ability to provide the qualified personnel.

Standard for Evaluation - The standard is met when the following has been demonstrated:

The offeror has a clear understanding of the SOW;

The offeror has the overall capability to accomplish the services as required in the SOW; and the offerors ability to provide the qualified personnel.

Factor B. Past Experience

Based on the description of previous projects, the government will evaluate the Offeror's past experience providing services similar in size, scope and complexity to that described in the solicitation's SOW.

Standard for Evaluation - The standard is met when the following has been demonstrated:

The offeror has submitted three (3) past experience projects for services similar in size, scope and complexity to the services required in the SOW, and the offeror has at least three (3) recent and relevant past performance references.

3.0 Pricing Evaluation

Total price will not be rated and will be used as a comparison to other offerors' total price. Offers that are determined by the AOUSC to be unrealistically high or low in price in comparison to other offers or the government estimate may be excluded from further consideration.

Applicable Clauses

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

Clause	Title	Date
1-1	Employment by the Government	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
3-300	Central Contractor Registration	APR 2011
3-305	Payment by Electronic Funds Transfer-Central Contractor Registration	JUN 2012
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Technical Representative	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-25	Indemnification	AUG 2004
7-160	Limitation on Withholding of Payments	JAN 2003
7-195	Excusable Delays	JAN 2003
7-215	Notification of Ownership Changes	JAN 2003

B-5 Clauses Incorporated by Reference **OCT 2010**

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

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

(END)

2-90C Option to Extend Services **JAN 2003**

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 within 30 calendar days prior to the then current expiration date of this contract.

(END)

2-90D Option to Extend the Term of the Contract **JAN 2003**

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a

preliminary written notice of its intent to extend at least 30 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 2 years.

(END)

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

JUN 2012

- (a) The following provisions are incorporated by reference into the request for quotations (RFQ):
- (1) Provision 3-70, Determination of Responsibility (JAN 2003)
 - (2) Provision 3-210, Protests (SEP 2010)
 - (3) Provision, 7-60, Judiciary Furnished Property or Services (JAN 2003)
- (b) The contractor shall comply with the following clauses incorporated by reference:
- (1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
 - (2) Clause 2-60, Stop Work Order (JAN 2010)
 - (3) Clause 3-205, Protest After Award (JAN 2003)
 - (4) Clause 7-20, Security Requirements (JAN 2010)
 - (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)
 - (6) Clause 7-35, Disclosure or Use of Information (APR 2010)
 - (7) Clause 7-85, Examination of Records (JAN 2003)
 - (8) Clause 7-125, Invoices (JAN 2010)
 - (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
 - (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
 - (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
 - (12) Clause 7-150, Extras (JAN 2003)
 - (13) Clause 7-185, Changes (JAN 2003)
 - (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
 - (15) Clause 7-210, Payment for Emergency Closures (AUG 2004)
 - (16) Clause 7-235, Disputes (JAN 2003)
- (c) The contractor shall comply with the following clauses, incorporated by reference, unless the 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 (OCT 2006) (Applies if advance payment will be authorized)
 - (5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)
- (6) The following apply to Products only:
- a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify

whether delivery is expected at destination or origin.)

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

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

(7) The following apply to Services only:

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

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

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

d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)

e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (JAN 2003) (Applies when services are performed at a judiciary installation.)

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

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

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

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

(f) Termination for the judiciary's convenience. The judiciary reserves the right to terminate this 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)

7-10 Contractor Representative

JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fax: _____

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

7-50 Parking

JAN 2010

There is no contractor parking available at the Thurgood Marshall Federal Judiciary Building (TMFJB). In the event that this contract requires the delivery of equipment or materials to the TMFJB, the contractor shall park delivery vehicles at designated locations within the TMFJB Complex ONLY WHILE LOADING AND UNLOADING THE VEHICLE. Arrangements for pick-up and delivery at the TMFJB shall be coordinated with the COTR and made in accordance with building management policies.

(END)

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per-26 CFR 1.6049-4;

other _____

(f) Contractor Representations

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

Women Owned Business

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

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

(END)

Instructions to Offerors or Respondents

3-315 Submission of Electronic Funds Transfer Information with Offer

SEP 2007

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (i) of Clause 3-310, Payment by Electronic Funds Transfer-Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).

(END)

4-1 Type of Contract

JAN 2003

The judiciary plans to award a LH type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(END)

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

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

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

(END)

Quote Sheet for RFQ Number: USCA-12-Q-0124

Offerors please note that hours are estimates only for the purpose of evaluation. Actual hours will be identified on the award.

Item No.	Labor Category	Estimated Hrs	UI	Hourly Rate	Extended Price
001	Administrative Assistant - Base	1,040	HR		
002	Administrative Assistant - Option Year One	1,040	HR		
				TOTAL	

Vendor's Name

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

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

DUNS number

Printed or Typed Name of Signator

Discount Terms or Net 30?

WD 05-2473 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski		Wage Determination No.: 2005-2473
Director		Revision No.: 14
Division of		Date Of Revision: 06/13/2012
Wage Determinations		

State: South Carolina

Area: South Carolina Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.74
01012 - Accounting Clerk II		13.17
01013 - Accounting Clerk III		14.73
01020 - Administrative Assistant		22.08
01040 - Court Reporter		17.83
01051 - Data Entry Operator I		11.61
01052 - Data Entry Operator II		13.05
01060 - Dispatcher, Motor Vehicle		17.93
01070 - Document Preparation Clerk		13.04
01090 - Duplicating Machine Operator		13.04
01111 - General Clerk I		11.74
01112 - General Clerk II		12.81
01113 - General Clerk III		14.38
01120 - Housing Referral Assistant		19.89
01141 - Messenger Courier		10.72
01191 - Order Clerk I		11.21
01192 - Order Clerk II		13.06
01261 - Personnel Assistant (Employment) I		15.87
01262 - Personnel Assistant (Employment) II		17.75
01263 - Personnel Assistant (Employment) III		19.80
01270 - Production Control Clerk		21.00
01280 - Receptionist		11.99
01290 - Rental Clerk		14.69
01300 - Scheduler, Maintenance		15.94
01311 - Secretary I		15.94
01312 - Secretary II		17.83
01313 - Secretary III		19.89
01320 - Service Order Dispatcher		15.37
01410 - Supply Technician		22.08
01420 - Survey Worker		15.19
01531 - Travel Clerk I		12.41
01532 - Travel Clerk II		12.41
01533 - Travel Clerk III		13.27
01611 - Word Processor I		12.82
01612 - Word Processor II		14.38
01613 - Word Processor III		16.09
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.93
05010 - Automotive Electrician		17.81
05040 - Automotive Glass Installer		16.96

05070 - Automotive Worker	18.35
05110 - Mobile Equipment Servicer	15.27
05130 - Motor Equipment Metal Mechanic	20.18
05160 - Motor Equipment Metal Worker	18.35
05190 - Motor Vehicle Mechanic	20.18
05220 - Motor Vehicle Mechanic Helper	14.46
05250 - Motor Vehicle Upholstery Worker	17.46
05280 - Motor Vehicle Wrecker	18.35
05310 - Painter, Automotive	17.81
05340 - Radiator Repair Specialist	18.35
05370 - Tire Repairer	11.58
05400 - Transmission Repair Specialist	20.18
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.92
07041 - Cook I	8.79
07042 - Cook II	10.12
07070 - Dishwasher	7.75
07130 - Food Service Worker	8.14
07210 - Meat Cutter	12.95
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.92
09040 - Furniture Handler	12.21
09080 - Furniture Refinisher	15.92
09090 - Furniture Refinisher Helper	12.92
09110 - Furniture Repairer, Minor	14.43
09130 - Upholsterer	16.91
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.40
11060 - Elevator Operator	9.40
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	10.51
11240 - Maid or Houseman	8.86
11260 - Pruner	9.66
11270 - Tractor Operator	12.16
11330 - Trail Maintenance Worker	10.51
11360 - Window Cleaner	11.09
12000 - Health Occupations	
12010 - Ambulance Driver	15.69
12011 - Breath Alcohol Technician	16.81
12012 - Certified Occupational Therapist Assistant	23.34
12015 - Certified Physical Therapist Assistant	22.47
12020 - Dental Assistant	16.37
12025 - Dental Hygienist	25.78
12030 - EKG Technician	23.47
12035 - Electroneurodiagnostic Technologist	23.47
12040 - Emergency Medical Technician	16.80
12071 - Licensed Practical Nurse I	15.03
12072 - Licensed Practical Nurse II	16.81
12073 - Licensed Practical Nurse III	18.75
12100 - Medical Assistant	12.66
12130 - Medical Laboratory Technician	16.31
12160 - Medical Record Clerk	13.18
12190 - Medical Record Technician	13.98
12195 - Medical Transcriptionist	15.56
12210 - Nuclear Medicine Technologist	29.33
12221 - Nursing Assistant I	8.98
12222 - Nursing Assistant II	10.10
12223 - Nursing Assistant III	11.72

12224 - Nursing Assistant IV	13.15
12235 - Optical Dispenser	15.64
12236 - Optical Technician	16.41
12250 - Pharmacy Technician	13.15
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	23.12
12311 - Registered Nurse I	25.36
12312 - Registered Nurse II	31.01
12313 - Registered Nurse II, Specialist	31.01
12314 - Registered Nurse III	37.52
12315 - Registered Nurse III, Anesthetist	37.52
12316 - Registered Nurse IV	44.98
12317 - Scheduler (Drug and Alcohol Testing)	20.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.09
13012 - Exhibits Specialist II	20.58
13013 - Exhibits Specialist III	25.92
13041 - Illustrator I	17.09
13042 - Illustrator II	20.58
13043 - Illustrator III	25.92
13047 - Librarian	23.47
13050 - Library Aide/Clerk	10.89
13054 - Library Information Technology Systems Administrator	21.18
13058 - Library Technician	13.37
13061 - Media Specialist I	15.38
13062 - Media Specialist II	17.20
13063 - Media Specialist III	19.18
13071 - Photographer I	14.27
13072 - Photographer II	15.96
13073 - Photographer III	19.94
13074 - Photographer IV	24.16
13075 - Photographer V	29.24
13110 - Video Teleconference Technician	14.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.95
14042 - Computer Operator II	16.72
14043 - Computer Operator III	18.10
14044 - Computer Operator IV	20.72
14045 - Computer Operator V	22.94
14071 - Computer Programmer I	(see 1) 25.00
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	14.95
14160 - Personal Computer Support Technician	22.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.60
15020 - Aircrew Training Devices Instructor (Rated)	35.81
15030 - Air Crew Training Devices Instructor (Pilot)	42.92
15050 - Computer Based Training Specialist / Instructor	29.60
15060 - Educational Technologist	28.28
15070 - Flight Instructor (Pilot)	42.92
15080 - Graphic Artist	19.13
15090 - Technical Instructor	18.87
15095 - Technical Instructor/Course Developer	23.09
15110 - Test Proctor	15.23
15120 - Tutor	15.23

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.80
16030 - Counter Attendant	8.80
16040 - Dry Cleaner	10.61
16070 - Finisher, Flatwork, Machine	8.80
16090 - Presser, Hand	8.80
16110 - Presser, Machine, Drycleaning	8.80
16130 - Presser, Machine, Shirts	8.80
16160 - Presser, Machine, Wearing Apparel, Laundry	8.80
16190 - Sewing Machine Operator	11.19
16220 - Tailor	11.73
16250 - Washer, Machine	9.26
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.89
19040 - Tool And Die Maker	19.90
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.55
21030 - Material Coordinator	21.00
21040 - Material Expediter	21.00
21050 - Material Handling Laborer	11.60
21071 - Order Filler	10.97
21080 - Production Line Worker (Food Processing)	16.55
21110 - Shipping Packer	14.70
21130 - Shipping/Receiving Clerk	14.70
21140 - Store Worker I	11.68
21150 - Stock Clerk	15.03
21210 - Tools And Parts Attendant	16.55
21410 - Warehouse Specialist	16.55
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.48
23021 - Aircraft Mechanic I	22.34
23022 - Aircraft Mechanic II	23.48
23023 - Aircraft Mechanic III	25.09
23040 - Aircraft Mechanic Helper	16.81
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	18.92
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	15.75
23120 - Bicycle Repairer	11.58
23125 - Cable Splicer	24.72
23130 - Carpenter, Maintenance	16.55
23140 - Carpet Layer	17.88
23160 - Electrician, Maintenance	19.10
23181 - Electronics Technician Maintenance I	21.79
23182 - Electronics Technician Maintenance II	23.04
23183 - Electronics Technician Maintenance III	24.27
23260 - Fabric Worker	16.86
23290 - Fire Alarm System Mechanic	19.91
23310 - Fire Extinguisher Repairer	15.84
23311 - Fuel Distribution System Mechanic	19.91
23312 - Fuel Distribution System Operator	15.84
23370 - General Maintenance Worker	16.10
23380 - Ground Support Equipment Mechanic	22.34
23381 - Ground Support Equipment Servicer	18.92
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	15.84
23392 - Gunsmith II	17.88
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.30
23411 - Heating, Ventilation And Air Contditioning	19.27

Mechanic (Research Facility)	20.15
23430 - Heavy Equipment Mechanic	16.81
23440 - Heavy Equipment Operator	19.91
23460 - Instrument Mechanic	18.90
23465 - Laboratory/Shelter Mechanic	11.59
23470 - Laborer	16.15
23510 - Locksmith	23.55
23530 - Machinery Maintenance Mechanic	18.26
23550 - Machinist, Maintenance	12.46
23580 - Maintenance Trades Helper	19.54
23591 - Metrology Technician I	20.54
23592 - Metrology Technician II	23.55
23593 - Metrology Technician III	22.10
23640 - Millwright	18.43
23710 - Office Appliance Repairer	15.25
23760 - Painter, Maintenance	17.55
23790 - Pipefitter, Maintenance	16.77
23810 - Plumber, Maintenance	19.91
23820 - Pneudraulic Systems Mechanic	16.38
23850 - Rigger	17.88
23870 - Scale Mechanic	16.08
23890 - Sheet-Metal Worker, Maintenance	14.68
23910 - Small Engine Mechanic	22.03
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	19.23
23950 - Telephone Lineman	16.56
23960 - Welder, Combination, Maintenance	20.43
23965 - Well Driller	19.91
23970 - Woodcraft Worker	12.94
23980 - Woodworker	
24000 - Personal Needs Occupations	8.39
24570 - Child Care Attendant	11.27
24580 - Child Care Center Clerk	9.59
24610 - Chore Aide	11.17
24620 - Family Readiness And Support Services Coordinator	11.61
24630 - Homemaker	
25000 - Plant And System Operations Occupations	21.88
25010 - Boiler Tender	17.22
25040 - Sewage Plant Operator	21.88
25070 - Stationary Engineer	16.08
25190 - Ventilation Equipment Tender	17.22
25210 - Water Treatment Plant Operator	
27000 - Protective Service Occupations	13.88
27004 - Alarm Monitor	11.87
27007 - Baggage Inspector	15.07
27008 - Corrections Officer	15.07
27010 - Court Security Officer	13.81
27030 - Detection Dog Handler	15.07
27040 - Detention Officer	14.46
27070 - Firefighter	11.87
27101 - Guard I	13.81
27102 - Guard II	16.36
27131 - Police Officer I	18.18
27132 - Police Officer II	
28000 - Recreation Occupations	10.49
28041 - Carnival Equipment Operator	11.13
28042 - Carnival Equipment Repairer	8.53
28043 - Carnival Equipment Worker	13.85
28210 - Gate Attendant/Gate Tender	11.87
28310 - Lifeguard	

28350 - Park Attendant (Aide)	15.49
28510 - Recreation Aide/Health Facility Attendant	11.31
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.34
28690 - Swimming Pool Operator	14.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.56
29020 - Hatch Tender	21.56
29030 - Line Handler	21.56
29041 - Stevedore I	18.76
29042 - Stevedore II	22.80
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.40
30022 - Archeological Technician II	18.63
30023 - Archeological Technician III	23.07
30030 - Cartographic Technician	26.11
30040 - Civil Engineering Technician	20.35
30061 - Drafter/CAD Operator I	17.40
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.46
30082 - Engineering Technician II	17.35
30083 - Engineering Technician III	19.41
30084 - Engineering Technician IV	24.05
30085 - Engineering Technician V	29.42
30086 - Engineering Technician VI	35.59
30090 - Environmental Technician	23.27
30210 - Laboratory Technician	21.96
30240 - Mathematical Technician	22.69
30361 - Paralegal/Legal Assistant I	17.18
30362 - Paralegal/Legal Assistant II	20.30
30363 - Paralegal/Legal Assistant III	24.83
30364 - Paralegal/Legal Assistant IV	30.05
30390 - Photo-Optics Technician	22.69
30461 - Technical Writer I	20.14
30462 - Technical Writer II	25.75
30463 - Technical Writer III	31.16
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 3)	20.45
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.49
31030 - Bus Driver	12.98
31043 - Driver Courier	13.08
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	12.71
31310 - Taxi Driver	10.49
31361 - Truckdriver, Light	13.98
31362 - Truckdriver, Medium	14.75
31363 - Truckdriver, Heavy	17.20
31364 - Truckdriver, Tractor-Trailer	17.20
99000 - Miscellaneous Occupations	

99030 - Cashier	8.61
99050 - Desk Clerk	10.30
99095 - Embalmer	25.80
99251 - Laboratory Animal Caretaker I	9.88
99252 - Laboratory Animal Caretaker II	11.15
99310 - Mortician	29.43
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.91
99711 - Recycling Specialist	16.09
99730 - Refuse Collector	12.78
99810 - Sales Clerk	13.31
99820 - School Crossing Guard	10.35
99830 - Survey Party Chief	18.48
99831 - Surveying Aide	14.01
99832 - Surveying Technician	16.80
99840 - Vending Machine Attendant	11.23
99841 - Vending Machine Repairer	13.88
99842 - Vending Machine Repairer Helper	11.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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.

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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