

**SECTION A: REQUEST FOR PROPOSAL, LICENSE FOR OFFSITE COPYING SERVICES**

Solicitation: 12-SJCopy-001

Date Issued: 9/12/2012

Issued by:  
 United States District Court  
 450 Golden Gate Avenue Room 16-1120  
 San Francisco, CA 94102

Address offer to:  
 United States District Court  
 Attn: Helene McVanner  
 450 Golden Gate Avenue Room 16-1120  
 San Francisco, CA 94102

**REQUEST FOR PROPOSAL**

Proposals in original and 1 copy for furnishing the services herein will be received at the place specified or hand carried, in the depository located at: 450 Golden Gate Avenue, Room 16-1120, San Francisco, CA by 3:00 p.m. (PST) on October 12, 2012.
CAUTION: Late submissions, Modification and Withdrawals; See Section L.1. All proposals are subject to all terms and conditions contained in this solicitation.
For Information Call: Helene McVanner at 415-522-2095

**OFFER** *(Must be fully completed by vendor)*

<b>The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if the proposal is accepted by the Government in writing within 120 calendar days after the date that proposals are due.</b>			
Name and address of vendor		Name and Title of Person Authorized to Sign Proposal:	
TIN Number:		DUNS Number:	
Telephone Number	Signature	Date	
Acknowledgment of Amendment		3.	
1.		4.	
2.		5.	

**AWARD**

This revocable, non-exclusive licensing agreement (hereinafter referred to as the "License"), is between the United States District Court (the "Court"), located at 450 Golden Gate Avenue, San Francisco, as administered by Richard W. Wieking ("Clerk") and "Vendor." This writing, including all attachments, constitutes the entire agreement and supersedes any and all prior communications and/or agreements, oral or written, between the parties, concerning the subject matter of this License. This License can be amended only by a written instrument executed by both parties.

<b>Name of Contracting Officer</b>	<b>UNITED STATES OF AMERICA</b>	<b>Award Date</b>
Helene McVanner	(Signature of Contracting Officer)	

**SECTION B: SERVICES AND PRICES**

The Vendor shall charge the public for services under this License, as follows. Only one price per service will be accepted. Estimates are the anticipated number of each service required by the public during the license period of **twenty-four months**. These estimated quantities are for the vendor's use in calculating prices and for the judiciary evaluation of prices and are **estimates only**. They are not guaranteed minimum or maximum quantities.

The judiciary may not require all of the services listed below. If the estimate block shows “**Not Required**,” then the service will be neither evaluated nor awarded. Offerors should not provide a price for a service unless an estimate is shown.

PRICES must be **whole** numbers. **Fractions such as \$.095 cannot be proposed and are unacceptable.**

**1. Copy Charge:** *(Price may not exceed \$.50 per page) (See C.10.a)*

Courthouse Location(s)	Estimated Copies x	Price per page =	Extended Price: Copies
San Jose	400	\$	\$

**2. Searches:** *(Price may not exceed \$30.00 per document/pleading) (See C.10.b)*

Courthouse Location(s)	Estimated Searches x	Price per document/pleading searched =	Extended Price: Searches
San Jose	60	\$	\$

**3. Delivery of Orders by Fax: Local** *(See C.10.c)*

Courthouse Location(s)	Estimated Orders Local Faxes x	Price per Local Fax Order =	Extended Price: Local Fax Orders
San Jose	2	\$	\$

**4. Delivery of Orders by Long Distance Fax** *(See C.10.c)*

Courthouse Location(s)	Estimated Pages Long Distance Faxes x	Price per Page =	Extended Price: Long Distance Fax Pages
San Jose	200	\$	\$

**5. Rush Service:** (See C.10.d)

Courthouse Location(s)	Estimated Rush Orders x	Price per Rush Order =	Extended Price: Rush Orders
San Jose	10	\$	\$

Items 1-5	<b>TOTAL PROPOSED PRICE</b>	\$
-----------	-----------------------------	----

For purposes of evaluation, the TOTAL PROPOSED PRICE shall be determined by multiplying the price for each required item by the estimated quantity for that item and then adding the extended prices for all of the required items to arrive at the total.

**Methods of Payment:** The Vendor shall be responsible for the collection of all fees for services provided under the license agreement. The vendor must accept **cash, money orders, and cashier's checks**. The vendor must also accept, at no additional cost to the customer and without any minimum order requirements or minimum charge requirements, at least two of the following additional methods of payment: 1) payment by credit card; 2) payment by check; or 3) customer billable accounts. In no event shall the vendor be permitted to charge any additional fees, such as processing fees, for any payment methods, regardless of the method selected for inclusion in the vendor's quote.

**6. Additional Methods of Payment:**  
**[At least 2 must be selected.]**

Credit Card	[ ]
Check	[ ]
Billable Account	[ ]

**NOTE: See subparagraphs L.3 Proposal Submission Instructions and G.1 Collection of Fees.**

## **SECTION C: STATEMENT OF WORK - OFF-SITE**

### **C.1 Service and Location**

The United States Judiciary is seeking to enter into a license agreement for the provision of copying services to the public, as described below, at the United States District Court, located at the 280 South First Street, San Jose, California.

The services shall be performed at the Vendor's place of business. The copy services are for the public. Vendors shall not provide photocopy services to the Court under this license agreement.

### **C.2 Space and Facilities: "RESERVED"**

### **C.3 Equipment**

- a) **Copier.** Machines must be owned or leased, operated and supplied by the Vendor, who also is responsible for all repairs. Equipment malfunctions will not excuse failure of the Vendor to perform under the terms of this agreement. All machines must accommodate both standard and legal size paper. Vendor must provide an adequate number of machines to ensure that the copying services required in Section B are accomplished within the times specified in C.9 and C.10.
- b) **Personal Computer.** To access electronically available court files the vendor must use Public Access to Court Electronic Records (PACER) Service. The vendor must obtain its own PACER account through the PACER Service Center 1-800-676-6856 and provide its own computer and printer to view, download and/or print electronic court data.

### **C.4 Removal of Files**

Vendors shall be responsible for the integrity and safe return of all court records in its possession. The Court shall prescribe the time and manner in which the Vendor shall obtain and/or return court records and shall furnish such instructions, in writing, to the Vendor upon award of the license agreement. The Court reserves the right to modify the time and manner in which the Vendor shall obtain and return court records and shall provide the Vendor written notice of any change.

The Court may, from time to time, request that case records be returned to the Clerk's office. The requested records must be in the possession of the Clerk's Office within **three (3) business hours** from the time of the request.

Vendors must at all times ensure the security of court records in their possession. Unauthorized removal, destruction, mutilation or obliteration of any file or document filed in the custody of the Clerk constitutes a felony under Title 18, Section 2071 of the U.S. Code. Files must be returned in the same condition and filing order as when removed. Failure to return files to the Clerk's Office in accordance with the provisions of this section is grounds for immediate termination of the license agreement.

### **C.5 Maintenance and Supplies**

Vendors shall be responsible for all costs associated with machine repairs and supplies (for example, toner and paper) and shall be further responsible for the ordering, delivery and storage of all supplies and the installation and removal of all equipment.

### **C.6 Training**

Upon award of the license, the Court shall provide one training session on identification of court documents for Vendor's employee(s). Thereafter, Vendor will be responsible for the training of its employee(s).

### **C.7 Requests for Certified Copies**

The Vendor shall not be involved in any way in providing certified copies to the public. This includes the receipt of the request, pulling the file, making the copies, presenting the document for certification to the Clerk, and collecting any fees. Any request received by the Vendor for certified copies must be forwarded to the Clerk's Office upon receipt. Under no circumstances shall the Vendor certify any document nor certify to any fact involving a proceeding, including but not limited to, whether or not a particular entity has filed or is involved in a proceeding.

#### **C.8 Fees for Retrieval of Archived Documents**

If the Vendor receives a request for a copy of a document which is in a file stored in the Federal Records Center, the Vendor shall:

1. Notify the requestor that the file is off-site and inform the requestor of all potential charges associated with retrieval and copying of the file including the option of obtaining the copy directly from the Federal Records Center;
2. Collect a retrieval fee and a search fee, if appropriate (if accurate case and docket number are not provided) from the requestor;
3. Make a request for retrieval of the file to the Clerk's Office and pay the \$53.00 retrieval fee;
4. Upon receipt of the file, make the requested copies and return the file to the Clerk's Office; and
5. Collect the appropriate copy fees from the requestor.

It is understood that the Court will continue to provide archive retrieval services.

#### **C.9 Turnaround Time**

Vendors shall satisfy requests for copies as follows:

- a. If the request is made at the public counter in the Clerk's Office and is for n/a pages or fewer, within n/a work hours of receipt of the request by the Vendor. The Vendor shall be required to retrieve requests left at the public counter a minimum of **one (1) time per day** at n/a\_hour intervals.
- b. All other requests, within **two (2) work days** after receipt of the request or, in the case of archived records, within **three (3) work days** after the Court delivers the records to the Vendor.
- c. Requests may be made in person either at the Clerk's Office or at the contractor's place of business, by mail, by telephone, or by fax. No additional charge, service charge, or any other fee shall be imposed for accepting a request by any method set forth above.

#### **C.10 Authorized services to be provided**

The license agreement awarded herein grants to the Vendor a license to use the official records of the United States District Court, Northern District of California, for the purpose of providing copies of these records to the public. No services other than those expressly specified under this license agreement are authorized to be performed by the Vendor. Any effort by the Vendor to use these court records for any purpose other than those specified herein may be grounds for immediate termination of this agreement.

The Vendor must publicly display, in a conspicuous place, its prices under this license agreement. These prices must be posted at all times. The Vendor is not authorized to impose any charges which are not expressly set forth under the terms of this license agreement. The assessment of any charges, other than those agreed to under the license agreement, may be grounds for immediate termination of this agreement.

**a. Copy Charge**

The copy charge applies to all copies made by the Vendor, whether from court hard copy records or from the court's automated system(s). Under no circumstances may the per page copy charge exceed the cost limitations mandated by the Judicial Conference.

Definition of "Document" - For purposes of this statement of work, "document" shall be defined as one complete pleading, item, or paper, including any attachments thereto. Examples include, but are not limited to, an order, a motion, a brief, a memorandum, or a letter. In Bankruptcy Courts, the petition and schedules should be considered one document if filed together, as reflected in the court's docket. Similarly, the schedules and or amendments, if filed separately from the petition, should be considered one document if all are filed at the same time.

Following is a list of services the Vendor must perform as part of the per page copy charge for copies of hard copy documents:

1. Retrieving the file in accordance with the procedure prescribed by the Court;
2. Removing the document(s) to be copied from the file; and,
3. Copying the document (s), including collating, stapling and any other similar activities.
4. Replacing the document (s) in the file and returning the file to the designated location in the Clerk's Office in the same order and condition as it was when retrieved.

Following is a list of services the Vendor must perform as part of the per page copy charge for documents retrieved electronically:

1. Access the document through the vendor's PACER account by inserting the account number assigned to the respective customer; and
2. Printing the requested page(s), including collating, stapling and any other similar activities.

PACER Fees: The copy center vendor will be charged .10 per page to access files through PACER for the number of pages requested up to 30 (\$3.00). Any pages obtained above the 30 would be without charge. Actual PACER fees may be charged to the customer in addition to the per page copy charge for the requested pages. The vendor may not require the customer to pay for any additional pages that were not initially requested.

Copy center vendors are **NOT authorized** to provide, transmit, send, or e-mail electronic copies to the public or provide an electronic copy on a compact disk (CD).

**b. Searches**

The fee for this service includes any and all steps necessary to search court records to locate a particular document. Under no circumstances may the search fee exceed the \$30.00 cost limitation mandated by the Judicial Conference. The charge shall be assessed per document/pleading searched, not per case.

**Chargeable Searches** - A request for information for which accurate case number and docket number information is not provided by a requestor, and which therefore requires a physical search of the court's records (whether hard copy or automated format) will be considered a search that is properly chargeable. A search fee may **not** be charged in the following instances:

1. If accurate case number and docket number information is provided;
2. Requests for copies of an entire file if accurate case number is provided; and
3. Requests for copies of petition, dockets, claims register, or matrix, when accurate case number is provided.

The search fee will include any and all steps necessary to locate a document.

**c. Delivery of Copies by Fax**

**Local:** These charges shall be inclusive of all costs relating to the monthly telephone service, materials, time and costs of the actual local charge incurred for **each individual fax order, not per page**. Local fax is any fax transmitted to a phone number which would not incur long distance charges. For purposes of the local fax charge, "order" shall mean all requests for return delivery of copies by local fax which are mailed, phoned, faxed or delivered in person to the Vendor from one customer at the same time.

**Long distance:** These charges shall be inclusive of all costs relating to the monthly telephone service, materials, time and costs of the actual long distance charge incurred for **each individual fax page**. Long distance is any fax transmitted to a phone number which would incur long distance charges, including international calls.

No other additional charges may be assessed for performing either of these services.

**d. Rush Service**

Vendors may charge for rush services **per order** (not per document). The rush services must be requested expressly at the time the order is placed. For purposes of the rush charge, "order" shall mean all requests mailed, phoned, faxed or delivered in person to the vendor from one customer at the same time. The rush service charge is in addition to other charges associated with an order. The vendor shall note the date and time of receipt of all requests, whether in person, by fax, by phone or mail.

Orders which are completed within the defined non-rush turnaround time shall under no circumstances be assessed a rush charge. A rush order which cannot be completed on a rush basis due to the unavailability of court records shall not be assessed a rush charge.

Rush turnaround time for documents of the Clerk's Office (subject to availability of document/file) is defined as follows:

Rush requests must be completed within **four (4) work hours** (during vendor's and Clerk's Office business hours) from receipt of request.

### **C.11 Delivery of Copies by Mail/Courier**

The vendor shall not be authorized to charge any handling fee or processing fee for returning copies via first class, certified, express mail, parcel post or courier delivery. **Only the actual cost of postage or actual courier charges may be charged to the requestor.** These charges must be made known in advance to the requestor upon ordering the services. They may **not** be retroactively applied.

**SECTION D: PACKAGING AND MARKING**

**NOT APPLICABLE**

## **SECTION E: INSPECTION**

### **E.1 Records Maintenance and Inspection**

The licensee shall maintain, through appropriate accounting procedures and methods, and the Court shall have the right to examine and audit, all books, records, documents including any and all PACER invoices received by the licensee. This right of examination shall include inspection at all reasonable times of the licensee's facility.

**SECTION F: PERIOD OF PERFORMANCE/DELIVERABLES**

**F.1 Term of License Agreement**

The term of the agreement will be **24 months** from the date of execution. At the expiration of **24 months**, provided this license agreement has not been terminated by either party prior to such time, the license agreement shall have no effect. The agreement shall not be extended.

**F.2 Record of Copying**

Licensees shall maintain and submit to the Court a monthly Report of Orders Received in the format shown in Attachment J-3. This is a record of the services provided under the license agreement and shall be furnished no later than the 10th day of each month, reporting services provided during the previous month.

## **SECTION G: LICENSE ADMINISTRATION**

### **G.1 Collection of Fees**

The licensee shall be responsible for the collection of all fees for services provided under the license agreement. The judiciary will not safeguard or deposit funds, provide change or any start-up or termination funds. Licensee must display or otherwise make known in advance to requesters, the fees for services provided under the license agreement, including any PACER fees.

The licensee must accept cash, money orders, and cashier's checks. The licensee must also accept, at no additional cost to the customer and without any minimum order requirements or minimum charge requirements, at least two of the following additional methods of payment: 1) payment by credit card; 2) payment by check; or 3) customer billable accounts. The licensee must select the two additional methods of payment and enter the information in Section B. In no event shall the licensee be permitted to charge any additional fees, such as processing fees, for any payment methods, regardless of the method selected for inclusion in this proposal.

The performance of copying services for a requestor and the collection of fees is entirely between the requestor and the licensee. Collected fees are not received for the United States and shall be retained by the licensee. Licensees may not charge any fee that exceeds a fee the Court could charge for the same service under applicable laws and rules of the Judicial Conference of the United States. The Court reserves the right to perform copying services itself, or through any alternative of its choosing.

The judiciary's responsibility is to ensure that charges for copying and related services are fair and reasonable to the public. The Court reserves the right to reject any charges that the Court deems to be unreasonable. No fees may be increased.

### **G.2 Hours of Operation**

**Business Hours** - Licensee shall be open to the public Monday through Friday, excluding legal holidays and official court closings, during the hours of n/a a.m. and n/a p.m. to provide services under this agreement.

**Access to Court Records** - Licensee shall have access to court records in the Clerk's Office from 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding legal holidays and official court closings.

### **G.3 Notice**

Any notice required to be given hereunder may be given by registered mail addressed to the party to be served with notice addressed to the Court at 450 Golden Gate Avenue, Room 16-1120, San Francisco, CA 94012 and to the licensee's address, or such other address as may be furnished to the Court in writing by the licensee.

### **G.4 Transfer and Assignment**

The licensee shall not assign or transfer this License, or any interest herein, nor any claim arising hereunder.

## **SECTION H: SPECIAL PROVISIONS**

### **H.1 Laws and Ordinances**

In the exercise of any privilege granted by the License, the licensee shall comply with all applicable state, municipal and local laws, and all applicable laws, rules, orders, regulations and requirements of the United States and its governmental departments and bureaus.

### **H.2 Conduct**

Licensee will be providing services to the public and all conduct by licensee employees may affect the public's opinion of the Court. Therefore, licensee employees are expected to provide timely, courteous service to the public, and conduct business in a fashion befitting the Court at all times.

### **H.3 Expenses**

Any cost, expense or liability incurred by the licensee connected with or in any manner incident to the granting, exercise or relinquishment of this License shall be assumed and discharged by the licensee.

### **H.4 Taxes**

It is the responsibility of the licensee to pay all federal, state, local or other taxes, if any, that may result from operations under this License.

### **H.5 Nondiscrimination**

Licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the premises on the grounds of race, color, sex, religion, handicap, age or national origin, nor will any person be denied the benefits of, or be subjected to discrimination under, any program or activity held, conducted or sponsored by the licensee, or any activity, program or use made of the premises by the licensee. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the License.

Licensee will obtain a written agreement from each person or firm who, through contractual or other arrangements with the licensee, provides services, benefits or performs work on the premises, whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon licensee by this License. Licensee shall furnish a copy of each such agreement to the Court.

### **H.6 Revocation/Termination**

The Court may terminate the license at any time for cause upon the licensee's failure to comply with any of the terms of the license. Either party may voluntarily terminate the license agreement without cause and without liability for any termination costs, provided that the terminating party delivers to the other party written notice at least thirty (30) days in advance of the termination date. The agreement may also be terminated by the Court at any time should a flaw in the contracting process be discovered.

### **H.7 Licensee not an Agent**

Licensee is not an agent of the United States and is not acting on behalf of the United States in exercising the privileges granted by this License. Licensee shall not misrepresent this relationship to the public. Any order for copy services in accordance with this License shall constitute an agreement solely between the licensee and the requestor.

### **H.8 Service Contract Act**

This license agreement contains the most recent wage determination on file from the Department of Labor, Wage and Hour Division. *[OR, if a current wage determination is not available: The judiciary has requested an updated wage determination for this agreement from the Department of Labor, Wage and Hour Division.]* It is the responsibility of the licensee to acquire information with regard to the prevailing wage rates and fringe benefits and to pay the prevailing wage rates and fringe benefits. Licensee may not increase charges as a result of the receipt of the determination.

**[this provision is not applicable to agreements with a value of less than \$2,500.]**

**SECTION I: CONTRACT CLAUSES**

**I.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. Also, the full text of a clause may be accessed electronically at this address:

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

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
1-15	Disclosure of Contractor Information to the Public	AUG 2004
3-160	Service Contract Act of 1965	JUN 2012
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JAN 2003
7-35	Disclosure or Use of Information	APR 2010
7-205	Payment for Judiciary Holidays	JAN 2003
7-210	Payment for Emergency Closure	AUG 2004

**I.2 Clause 7-20, Security Requirements (APR 2011)**

(a) Definitions. As used in this clause:

"Access" means physical entry into, and to the extent authorized, mobility within, a judiciary facility.

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "judiciary facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the judiciary.

"Judiciary IT resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(b) Requirements:

Contractor employees working on this contract must complete such forms as may be necessary for security purposes or other reasons. Completed forms shall be submitted as directed by the Contracting Officer's Technical Representative (COTR). Depending upon the level of access required to judiciary facilities or IT resources for performance of the work, contractor employees may be subject to any of the following types of security checks:

Fingerprint Check  
Credit Check

National Agency Check with Inquires (NACI)  
National Agency Check with Inquiries and Credit (NACIC)  
National Agency Check with Law and Credit (NACLCL)  
Single Scope Background Investigation (SSBI)  
Single Scope Background Investigation – Periodic Reinvestigation (SSBI-PR)  
Public Trust Special Background Investigation (PTSBI)  
Citizenship and Immigration Services (CIS) Check

Contractor employees visiting court sites to provide support covered under this contract may be subjected to additional FBI screening and U.S. Marshal inspection.

(c) Exemption:

Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information: employee's full name, Social Security Number, and place and date of birth.

(d) Facility Access Cards (FAC):

The contractor shall be responsible for all Facility Access Cards or other government identification cards issued to the contractor's employees and shall immediately notify the COTR if any Facility Access Card(s) cannot be accounted for. The contractor shall notify the COTR immediately whenever any contractor employee no longer has a need for his/her judiciary-issued FAC (e.g., employee terminates employment with the contractor, employee's duties no longer require access to judiciary facilities). The COTR will instruct the contractor as to how to return the FAC. Upon expiration of this contract, the COTR will instruct the contractor as to how to return all judiciary-issued FACs not previously returned. The contractor shall not return FACs to any person other than the individual(s) named by the COTR.

(e) Control of access:

The judiciary shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to judiciary facilities and IT resources. The COTR will notify the contractor immediately when the judiciary has determined that an employee is unsuitable or unfit to be permitted access to a judiciary facility following the completion of any of the security checks/investigations listed in (b) above, or as a result of new information obtained at any time during the contractor's performance. The contractor shall immediately notify such employee that he/she no longer has access to any judiciary facility and/or judiciary IT resources, remove the employee from any such facility that he/she may be in, and provide a suitable replacement who must comply with the requirements of this and other applicable clauses. In addition, the Contracting Officer may require the contractor to prohibit individuals from access to judiciary facilities or IT resources if the judiciary deems their initial or continued access contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may be required to have routine physical access to a judiciary facility or routine access to a judiciary IT resource.

(g) The judiciary reserves the right to refuse to grant facility access for any contractor employee who has been convicted of a felony.

(end)

**I.3 Clause 7-235, Disputes (JAN 2003)**

- (a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
- (b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
- (c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.
- (d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

**SECTION J: LIST OF ATTACHMENTS**

No.	Title
J-1	Report of Orders Form
J-2	Reference Form
J-2	U.S. Department of Labor Service Contract Act Wage Determination No. 2005-2061, dated 6/13/2012

## SECTION K: REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (a) those prices;
    - (b) the intention to submit an offer; or
    - (c) the methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2)
    - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (*insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization*);
    - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### K.2 Provision 3-5, Taxpayer Identification (APR 2011)

- (a) Definitions.
- “Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.
- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of [31 U.S.C. §§ 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. §§ 6041, 6041A](#), and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government ([31 U.S.C. § 7701\(c\)\(3\)](#)). If the resulting contract is subject to

payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): \_\_\_\_\_

- TIN has been applied for.
- TIN is not required, because:

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

(e) Type of Organization:

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

(f) Contractor representations.

The offeror represents as part of its offer that it is 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.

**K.3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
    - (A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
    - (C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
    - (D) have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
      - (1) Federal taxes are considered delinquent if both of the following criteria apply:
        - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
        - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (2) Examples.
    - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

ii. The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror non-responsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

**SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 Provision B-1, 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>.

NUMBER	TITLE	DATE
3-100	Instructions to Offerors	APR 2011

**L.2 Provision 3-210, Protests (SEP 2010)**

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
  - (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
  - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
  - (3) the protest shall include the following information:
    - (i) name, address, and fax and telephone numbers of the protestor or its representative;
    - (ii) solicitation or contract number;
    - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protestor;
    - (iv) copies of relevant documents;

- (v) request for a ruling by the judiciary;
  - (vi) statement as to the form of relief requested;
  - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
  - (viii) all information establishing the timeliness of the protest.
- (c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

**L.3 Proposal Submission Instructions**

- (a) Proposals sent through the U.S. Postal Service are to be addressed to and submitted directly to the following office:
- U.S. District Court  
Attn: Helene McVanner  
450 Golden Gate Avenue, Room 16-1120  
San Francisco, CA 94102
- (b) For each item proposed, offerors shall (1) show the unit price and (2) enter the extended price for the quantity of each item offered in the "Extended Price" column of the Section B. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct. Offerors shall also add the extended prices and enter the "**Total Proposed Price**" in the appropriate block in Section B.
- (c) Offerors shall provide all Federal court references, if available, using form J-1, for whom the offeror has provided on-site, or off-site copy and related services for a Federal court under an agreement. Provide the court name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted as well as other members of the court administrative staff. The judiciary reserves the right to contact any court and consider the information provided in determining an offeror's responsibility.
- (d) Offerors shall provide three private references, if available, using form J-1, for whom the offeror has provided copying services and other services identified in this RFP within the past three years. Provide the name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted. The judiciary reserves the right to contact any reference and consider the information provided in determining an offeror's responsibility.
- (e) Each prospective offeror submitting a proposal in response to this solicitation is required to submit:
- (i) Section A, Request For Proposal and License for Copying Services Form, properly executed.
  - (ii) Section B, Schedule of Prices, including selection of the two additional methods of payment that will be accepted;
  - (iii) Attachment J-1, Reference Form, and
  - (iv) Section K, Representations and Certifications.

#### **L.4 Proposal Acceptance Period**

Prospective offerors attention is directed to the Request For Proposal Cover Page which states that the judiciary has 120 calendar days from the date proposals are due to accept a proposal and award a copy center license agreement.

#### **L.5 Responsibility of Prospective Contractors**

To be determined responsible, a contractor must:

- (1) have financial resources adequate to perform the procurement;
- (2) be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
- (3) have a good performance record;
- (4) have a sound record of integrity and business ethics;
- (5) have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
- (6) have the necessary organization, experience, accounting and operational controls, technical skills, and production and property controls, or the demonstrated ability to obtain them;
- (7) have the necessary equipment and facilities, or the demonstrated ability to obtain them; and
- (8) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## **SECTION M: EVALUATION**

### **M.1 Basis of Award**

Award of a copy center license agreement will be made to the single, responsive, responsible offeror whose technically acceptable proposal provides the lowest price to the judiciary in compliance with the requirements of solicitation including section B. Any offeror deemed non-responsible shall be determined ineligible for award. Failure to disclose court references where the offeror has performed copying and related services for any Federal Court may result in a determination of non-responsibility and the offeror will be ineligible for award.

#### **M.1.1 Technical Acceptability**

A technically acceptable proposal is one which satisfies all requirements of the solicitation with no exceptions. Technically acceptable proposals must include all prices in section B, methods of payment, and be signed by the offeror.

### **M.2 Provision 3-70, Determination of Responsibility (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

**Attachment J-1**

**REPORT OF ORDERS RECEIVED**

The Vendor shall submit the following information to the Court on a monthly basis in accordance with the Statement of Work.

Month and Year: \_\_\_\_\_

<b>Quantity Ordered</b>	<b>Service</b>	<b>Rate</b>	<b>Unit</b>	<b>End of Month Total</b>
_____	Copying	_____	Per page	_____
_____	Searches	_____	Per pleading/document	_____
_____	Fax Delivery: Local	_____	Per order	_____
_____	Fax Delivery: L/Distance	_____	Per order	_____
_____	Rush Orders	_____	Per Order	_____

**Attachment J-2**

**References**

<b>COURT (see L.3.D):</b>	
Address:	
Contact Person:	
Phone:	
<b>COURT:</b>	
Address:	
Contact Person:	
Phone:	

[use additional sheets if necessary]

<b>PRIVATE (see L.3.e):</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Person:</b>	
<b>Phone:</b>	

**PRIVATE (see L.3e):**

1) Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

2) Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

3) Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Attachment J-3**

**U.S. Department of Labor Wage Determination**

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Diane C. Koplewski  
Director

Division of Wage  
Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 2005-2061

Revision No.: 12

Date of Last Revision: 06/13/2012

State: California

Area: California Counties of Santa Clara, Santa Cruz

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>01000 - Administrative Support And Clerical Occupations</b>		
01011 - Accounting Clerk I		17 .92
01012 - Accounting Clerk II		20 .12
01013 - Accounting Clerk III		22 .50
01020 - Administrative Assistant		30 .87
01040 - Court Reporter		26 .02
01051 - Data Entry Operator I		15 .38
01052 - Data Entry Operator II		16 .78
01060 - Dispatcher, Motor Vehicle		29 .13
01070 - Document Preparation Clerk		15 .93
01090 - Duplicating Machine Operator		15 .93
01111 - General Clerk I		15 .87
01112 - General Clerk II		17 .31
01113 - General Clerk III		19 .37
01120 - Housing Referral Assistant		28 .83
01141 - Messenger Courier		14 .32
01191 - Order Clerk I		16 .98
01192 - Order Clerk II		18 .53
01261 - Personnel Assistant (Employment) I		19 .80
01262 - Personnel Assistant (Employment) II		22 .18
01263 - Personnel Assistant (Employment) III		24 .69
01270 - Production Control Clerk		28 .05
01280 - Receptionist		17 .21
01290 - Rental Clerk		17 .70
01300 - Scheduler, Maintenance		23 .12
01311 - Secretary I		23 .12
01312 - Secretary II		25 .86

01313 - Secretary III	28 .83
01320 - Service Order Dispatcher	23 .54
01410 - Supply Technician	30 .87
01420 - Survey Worker	22 .72
01531 - Travel Clerk I	15 .41
01532 - Travel Clerk II	17 .34
01533 - Travel Clerk III	19 .53
01611 - Word Processor I	20 .77
01612 - Word Processor II	23 .32
01613 - Word Processor III	26 .09

**05000 - Automotive Service Occupations**

05005 - Automobile Body Repairer, Fiberglass	22 .32
05010 - Automotive Electrician	22 .49
05040 - Automotive Glass Installer	19 .58
05070 - Automotive Worker	21 .48
05110 - Mobile Equipment Servicer	19 .56
05130 - Motor Equipment Metal Mechanic	23 .48
05160 - Motor Equipment Metal Worker	21 .48
05190 - Motor Vehicle Mechanic	23 .46
05220 - Motor Vehicle Mechanic Helper	18 .56
05250 - Motor Vehicle Upholstery Worker	20 .54
05280 - Motor Vehicle Wrecker	21 .48
05310 - Painter, Automotive	22 .49
05340 - Radiator Repair Specialist	21 .52
05370 - Tire Repairer	14 .48
05400 - Transmission Repair Specialist	23 .48

**07000 - Food Preparation And Service Occupations**

07010 - Baker	12 .82
07041 - Cook I	16 .43
07042 - Cook II	18 .65
07070 - Dishwasher	10 .27
07130 - Food Service Worker	10 .72
07210 - Meat Cutter	19 .49
07260 - Waiter/Waitress	9 .68

**09000 - Furniture Maintenance And Repair Occupations**

09010 - Electrostatic Spray Painter	20 .21
09040 - Furniture Handler	14 .58
09080 - Furniture Refinisher	20 .21
09090 - Furniture Refinisher Helper	16 .64
09110 - Furniture Repairer, Minor	18 .45
09130 - Upholsterer	20 .21

**11000 - General Services And Support Occupations**

11030 - Cleaner, Vehicles	12 .92
11060 - Elevator Operator	13 .67
11090 - Gardener	21 .60
11122 - Housekeeping Aide	14 .10
11150 - Janitor	14 .10
11210 - Laborer, Grounds Maintenance	17 .52
11240 - Maid or Houseman	12 .54
11260 - Pruner	15 .75
11270 - Tractor Operator	20 .48
11330 - Trail Maintenance Worker	17 .52
11360 - Window Cleaner	15 .68

**12000 - Health Occupations**

12010 - Ambulance Driver	23 .48
12011 - Breath Alcohol Technician	23 .48
12012 - Certified Occupational Therapist Assistant	28 .36
12015 - Certified Physical Therapist Assistant	25 .46
12020 - Dental Assistant	21 .98
12025 - Dental Hygienist	35 .90
12030 - EKG Technician	33 .99
12035 - Electroneurodiagnostic Technologist	33 .99
12040 - Emergency Medical Technician	23 .48
12071 - Licensed Practical Nurse I	23 .14
12072 - Licensed Practical Nurse II	25 .96
12073 - Licensed Practical Nurse III	29 .04
12100 - Medical Assistant	20 .98
12130 - Medical Laboratory Technician	23 .05
12160 - Medical Record Clerk	21 .00
12190 - Medical Record Technician	23 .48
12195 - Medical Transcriptionist	20 .55
12210 - Nuclear Medicine Technologist	42 .96
12221 - Nursing Assistant I	13 .66
12222 - Nursing Assistant II	15 .35
12223 - Nursing Assistant III	16 .75
12224 - Nursing Assistant IV	18 .81
12235 - Optical Dispenser	19 .51
12236 - Optical Technician	18 .22
12250 - Pharmacy Technician	21 .25
12280 - Phlebotomist	18 .81
12305 - Radiologic Technologist	33 .12
12311 - Registered Nurse I	38 .63

12312 - Registered Nurse II	47 .23
12313 - Registered Nurse II, Specialist	47 .23
12314 - Registered Nurse III	57 .12
12315 - Registered Nurse III, Anesthetist	57 .12
12316 - Registered Nurse IV	68 .53
12317 - Scheduler (Drug and Alcohol Testing)	34 .02

**13000 - Information And Arts Occupations**

13011 - Exhibits Specialist I	22 .87
13012 - Exhibits Specialist II	28 .33
13013 - Exhibits Specialist III	34 .65
13041 - Illustrator I	25 .34
13042 - Illustrator II	31 .15
13043 - Illustrator III	38 .11
13047 - Librarian	34 .41
13050 - Library Aide/Clerk	20 .80
13054 - Library Information Technology Systems Administrator	31 .06
13058 - Library Technician	26 .04
13061 - Media Specialist I	22 .42
13062 - Media Specialist II	25 .08
13063 - Media Specialist III	27 .96
13071 - Photographer I	19 .48
13072 - Photographer II	21 .80
13073 - Photographer III	27 .00
13074 - Photographer IV	33 .02
13075 - Photographer V	38 .43
13110 - Video Teleconference Technician	22 .90

**14000 - Information Technology Occupations**

14041 - Computer Operator I	19 .80
14042 - Computer Operator II	22 .18
14043 - Computer Operator III	24 .69
14044 - Computer Operator IV	27 .43
14045 - Computer Operator V	30 .39
14071 - Computer Programmer I	(see 1) 27 .62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19 .80
14160 - Personal Computer Support Technician	27 .43

**15000 - Instructional Occupations**

15010 - Aircrew Training Devices Instructor (Non-Rated)	36 .80
15020 - Aircrew Training Devices Instructor (Rated)	44 .51
15030 - Air Crew Training Devices Instructor (Pilot)	53 .36
15050 - Computer Based Training Specialist / Instructor	36 .97
15060 - Educational Technologist	33 .44
15070 - Flight Instructor (Pilot)	53 .36
15080 - Graphic Artist	26 .67
15090 - Technical Instructor	26 .13
15095 - Technical Instructor/Course Developer	32 .10
15110 - Test Proctor	22 .20
15120 - Tutor	22 .20

**16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations**

16010 - Assembler	11 .25
16030 - Counter Attendant	11 .25
16040 - Dry Cleaner	14 .57
16070 - Finisher, Flatwork, Machine	11 .25
16090 - Presser, Hand	11 .25
16110 - Presser, Machine, Drycleaning	11 .25
16130 - Presser, Machine, Shirts	11 .25
16160 - Presser, Machine, Wearing Apparel, Laundry	10 .71
16190 - Sewing Machine Operator	15 .86
16220 - Tailor	17 .13
16250 - Washer, Machine	12 .01

**19000 - Machine Tool Operation And Repair Occupations**

19010 - Machine-Tool Operator (Tool Room)	21 .96
19040 - Tool And Die Maker	25 .80

**21000 - Materials Handling And Packing Occupations**

21020 - Forklift Operator	16 .76
21030 - Material Coordinator	26 .06
21040 - Material Expediter	26 .06
21050 - Material Handling Laborer	15 .36
21071 - Order Filler	15 .60
21080 - Production Line Worker (Food Processing)	16 .76
21110 - Shipping Packer	15 .84
21130 - Shipping/Receiving Clerk	15 .84
21140 - Store Worker I	14 .54
21150 - Stock Clerk	20 .01
21210 - Tools And Parts Attendant	16 .76
21410 - Warehouse Specialist	16 .76

**23000 - Mechanics And Maintenance And Repair Occupations**

23010 - Aerospace Structural Welder	28 .62
23021 - Aircraft Mechanic I	27 .23
23022 - Aircraft Mechanic II	28 .62
23023 - Aircraft Mechanic III	29 .83
23040 - Aircraft Mechanic Helper	20 .28
23050 - Aircraft, Painter	26 .49
23060 - Aircraft Servicer	23 .02
23080 - Aircraft Worker	24 .52
23110 - Appliance Mechanic	23 .84
23120 - Bicycle Repairer	15 .44
23125 - Cable Splicer	26 .60
23130 - Carpenter, Maintenance	24 .84
23140 - Carpet Layer	24 .72
23160 - Electrician, Maintenance	35 .53
23181 - Electronics Technician Maintenance I	24 .83
23182 - Electronics Technician Maintenance II	26 .38
23183 - Electronics Technician Maintenance III	29 .21
23260 - Fabric Worker	21 .26
23290 - Fire Alarm System Mechanic	25 .14
23310 - Fire Extinguisher Repairer	21 .04
23311 - Fuel Distribution System Mechanic	25 .99
23312 - Fuel Distribution System Operator	20 .56
23370 - General Maintenance Worker	22 .50
23380 - Ground Support Equipment Mechanic	27 .23
23381 - Ground Support Equipment Servicer	23 .02
23382 - Ground Support Equipment Worker	24 .52
23391 - Gunsmith I	21 .04
23392 - Gunsmith II	23 .88
23393 - Gunsmith III	26 .60
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28 .41
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	29 .87
23430 - Heavy Equipment Mechanic	27 .12
23440 - Heavy Equipment Operator	29 .74
23460 - Instrument Mechanic	26 .65
23465 - Laboratory/Shelter Mechanic	25 .23
23470 - Laborer	14 .73
23510 - Locksmith	25 .62
23530 - Machinery Maintenance Mechanic	27 .02
23550 - Machinist, Maintenance	27 .28
23580 - Maintenance Trades Helper	18 .99
23591 - Metrology Technician I	26 .65
23592 - Metrology Technician II	28 .02

23593 - Metrology Technician III	30 .29
23640 - Millwright	26 .60
23710 - Office Appliance Repairer	22 .89
23760 - Painter, Maintenance	22 .23
23790 - Pipefitter, Maintenance	32 .29
23810 - Plumber, Maintenance	30 .80
23820 - Pneudraulic Systems Mechanic	26 .60
23850 - Rigger	26 .60
23870 - Scale Mechanic	23 .88
23890 - Sheet-Metal Worker, Maintenance	26 .98
23910 - Small Engine Mechanic	19 .31
23931 - Telecommunications Mechanic I	27 .58
23932 - Telecommunications Mechanic II	28 .99
23950 - Telephone Lineman	27 .26
23960 - Welder, Combination, Maintenance	23 .20
23965 - Well Driller	29 .30
23970 - Woodcraft Worker	26 .60
23980 - Woodworker	21 .04

**24000 - Personal Needs Occupations**

24570 - Child Care Attendant	13 .57
24580 - Child Care Center Clerk	16 .27
24610 - Chore Aide	11 .92
24620 - Family Readiness And Support Services Coordinator	16 .95
24630 - Homemaker	18 .73

**25000 - Plant And System Operations Occupations**

25010 - Boiler Tender	38 .18
25040 - Sewage Plant Operator	27 .78
25070 - Stationary Engineer	38 .18
25190 - Ventilation Equipment Tender	27 .90
25210 - Water Treatment Plant Operator	27 .78

**27000 - Protective Service Occupations**

27004 - Alarm Monitor	19 .12
27007 - Baggage Inspector	14 .34
27008 - Corrections Officer	38 .39
27010 - Court Security Officer	39 .43
27030 - Detection Dog Handler	17 .06
27040 - Detention Officer	38 .39
27070 - Firefighter	36 .20
27101 - Guard I	14 .34
27102 - Guard II	17 .06
27131 - Police Officer I	42 .92

27132 - Police Officer II		47 .21
<b>28000 - Recreation Occupations</b>		
28041 - Carnival Equipment Operator		13 .09
28042 - Carnival Equipment Repairer		13 .81
28043 - Carnival Equipment Worker		10 .58
28210 - Gate Attendant/Gate Tender		18 .04
28310 - Lifeguard		11 .70
28350 - Park Attendant (Aide)		18 .24
28510 - Recreation Aide/Health Facility Attendant		15 .30
28515 - Recreation Specialist		19 .21
28630 - Sports Official		14 .34
28690 - Swimming Pool Operator		19 .13
<b>29000 - Stevedoring/Longshoremen Occupational Services</b>		
29010 - Blocker And Bracer		26 .66
29020 - Hatch Tender		26 .66
29030 - Line Handler		26 .66
29041 - Stevedore I		25 .14
29042 - Stevedore II		28 .18
<b>30000 - Technical Occupations</b>		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	42 .35
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	29 .20
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	32 .16
30021 - Archeological Technician I		20 .43
30022 - Archeological Technician II		23 .52
30023 - Archeological Technician III		32 .49
30030 - Cartographic Technician		34 .44
30040 - Civil Engineering Technician		30 .55
30061 - Drafter/CAD Operator I		25 .69
30062 - Drafter/CAD Operator II		28 .74
30063 - Drafter/CAD Operator III		32 .03
30064 - Drafter/CAD Operator IV		38 .48
30081 - Engineering Technician I		18 .90
30082 - Engineering Technician II		21 .22
30083 - Engineering Technician III		23 .73
30084 - Engineering Technician IV		29 .40
30085 - Engineering Technician V		35 .98
30086 - Engineering Technician VI		43 .51
30090 - Environmental Technician		27 .74
30210 - Laboratory Technician		22 .20
30240 - Mathematical Technician		35 .89
30361 - Paralegal/Legal Assistant I		23 .18

30362 - Paralegal/Legal Assistant II		28 .66
30363 - Paralegal/Legal Assistant III		35 .07
30364 - Paralegal/Legal Assistant IV		42 .42
30390 - Photo-Optics Technician		35 .89
30461 - Technical Writer I		25 .38
30462 - Technical Writer II		31 .05
30463 - Technical Writer III		37 .57
30491 - Unexploded Ordnance (UXO) Technician I		26 .92
30492 - Unexploded Ordnance (UXO) Technician II		32 .56
30493 - Unexploded Ordnance (UXO) Technician III		39 .03
30494 - Unexploded (UXO) Safety Escort		26 .92
30495 - Unexploded (UXO) Sweep Personnel		26 .92
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30 .99
30621 - Weather Observer, Senior	(see 2)	34 .44

### **31000 - Transportation/Mobile Equipment Operation Occupations**

31020 - Bus Aide		13 .55
31030 - Bus Driver		18 .83
31043 - Driver Courier		17 .76
31260 - Parking and Lot Attendant		10 .94
31290 - Shuttle Bus Driver		19 .22
31310 - Taxi Driver		13 .45
31361 - Truckdriver, Light		19 .22
31362 - Truckdriver, Medium		20 .55
31363 - Truckdriver, Heavy		21 .78
31364 - Truckdriver, Tractor-Trailer		21 .78

### **99000 - Miscellaneous Occupations**

99030 - Cashier		11 .89
99050 - Desk Clerk		11 .13
99095 - Embalmer		26 .92
99251 - Laboratory Animal Caretaker I		13 .07
99252 - Laboratory Animal Caretaker II		14 .15
99310 - Mortician		29 .38
99410 - Pest Controller		17 .21
99510 - Photofinishing Worker		13 .29
99710 - Recycling Laborer		20 .42
99711 - Recycling Specialist		24 .54
99730 - Refuse Collector		18 .38
99810 - Sales Clerk		14 .49
99820 - School Crossing Guard		15 .75
99830 - Survey Party Chief		26 .14
99831 - Surveying Aide		13 .15

99832 - Surveying Technician	16 .58
99840 - Vending Machine Attendant	14 .98
99841 - Vending Machine Repairer	17 .39
99842 - Vending Machine Repairer Helper	14 .98

---

**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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
  - (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
  - (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems;
- or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive 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.