

**SECTION A SOLICITATION / OFFER / ACCEPTANCE**

1. Solicitation No.  15 - CHARLOTTE COURTROOM REDESIGN #2	2. Date Issued	3. Award No.
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4. Issued By:  WESTERN DISTRICT OF NORTH CAROLINA U.S. DISTRICT COURT	5. Address Offer To (if other than Item 4):  Michele_Dooley@ncwp.uscourts.gov
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**SOLICITATION**

6. Offers in original and 0 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:  
Electronic Format Only  
until 3:00 PM local time 09/14/2015 .  
(hour) (date)

7. For Information call: a. Name MICHELE DOOLEY	b. Telephone No. 704-350-7625
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**OFFER**

8. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	14. <input type="checkbox"/> AWARD  Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.
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12. Telephone No. (Include area code)	
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13A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	15A. NAME OF CONTRACTING OFFICER  Michele R. Dooley
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13B. Signature	13C. Offer Date	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
		BY _____ <i>(Signature Of Contracting Officer)</i>	

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## SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

### B.1. FIRM FIXED PRICE

**B.1.1 BASE PRICE.** The firm fixed price for this contract shall be set based on solicitations received. This is the total firm fixed price to be paid to the contractor for providing the equipment and services as described in the Statement of Work (SOW) included as Section C of this document, including the required one-year hardware and labor warranty. The firm fixed price shall be all inclusive (with the exception of the items specifically listed as option items in paragraph B.1.2 below). No payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW. No reimbursement will be made to the contractor for costs incurred in accomplishing the SOW, such as for travel, per diem expenses.

**B.1.2 OPTION PRICING.** The following are priced option items subject to the terms and conditions of Clause 2-90B, Option for Increased Quantity – Separately Priced Line Item. The Judiciary may choose to exercise any one, or none, of the options at the time of contract award.

ITEM	PRICE
OPTION – extended warranty covering one year beyond initial 12-month warranty	\$ _____
OPTION – extended warranty covering two years beyond initial 12-month warranty	\$ _____
OPTION – extended warranty covering three years beyond initial 12-month warranty	\$ _____
OTPTION – extended warranty covering four years beyond initial 12-month warranty	\$ _____

### B2. COMMERCIAL ADVANCE PAYMENT

The contractor may propose commercial advance payment terms for consideration by the judiciary. See Clause 2-115, Terms for Commercial Advance Payment of Purchase, for further information.

## SECTION C – SPECIFICATIONS / STATEMENT OF WORK

### C.1 BACKGROUND

The U.S. District Court for the Western District of North Carolina (Court) requires the contractor to supply and install an upgraded audio video system in Charlotte Courtroom #2, located at 401 W Trade St. Charlotte, NC, to meet the demand for today's technology needs.

### C.2 GENERAL REQUIREMENTS

#### C.2.1 SCOPE OF WORK

The Contractor shall perform all tasks necessary to provide a fully operational courtroom audio video system, including, but not limited to the following:

**C.2.1.1 Equipment Procurement.** Contractor shall procure all items necessary for the installation of the system detailed in this document.

**C.2.1.2 Project Installation.** The Contractor will be responsible for all aspects of the installation of the complete audio and video system. Contractor duties shall include:

- A. Coordinate onsite with all related trades to ensure a quality installation
- B. Adhere to all site regulations and job site cleanliness and safety standards
- C. Obtaining written permission prior to drilling attaching items to any surface in the court room, due to the status of the site as a designated as a historic landmark.
- D. Removal (and disposal) of all existing cable and remove existing, unused equipment and coordinate storage at court site.

**C.2.1.3 Project Management.** The Contractor shall provide a project manager to provide project oversight, with responsibilities to include, but not be limited to:

- A. Developing a project schedule in coordination with the Technical Contracting Officer Representative (TCOR)
- B. Documenting and communicating delays to project schedule to the TCOR
- C. Coordinating delivery of all equipment to the site
- D. On-time project completion

**C.2.1.4 Court personnel training.** The Contractor shall perform Court personnel training in which they will demonstrate the system functionality. During this training USDC will perform a mock trial scenario which will verify the system functions as intended. All testing and on-site commissioning will be complete prior to scheduling Court personnel training.

**C.2.1.5 Project Warranty.** The Contractor shall warranty provide a one-year warranty covering hardware and labor for correction of system defects/malfunctions for a period of

one (1) year. Warranty period will not begin until the TCOR has given written notice to the Contractor that the fully installed system has been accepted by the Court.

### **C.2.2 MISC. REQUIREMENTS:**

C.2.2.1 All equipment shall be labeled by UL, CSA, or any other certified testing laboratory accepted by local code

C.2.2.2 All products provided by contractor shall be new and free of defects

C.2.2.3 Design documents are diagrammatic in nature and are intended to indicate design intent and approximate location. It is the responsibility of the Contractor to coordinate the final design/equipment functionality and locations with the TCOR

C.2.2.4 All submitted documentation will be the sole property of the Court and may be used by the Court as it deems necessary for this project or future projects.

### **C.3 EQUIPMENT SPECIFICATIONS**

The installed audio video system must support courtroom functions in all areas of Charlotte Courtroom #2. Each area must include microphones for voice amplification and recording. In addition, the system must provide the ability for the clerk, prosecution and defense to share audio and video content with other courtroom areas or to a remote location via a video conferencing codec. Specific requirements and controls for each area are outlined below. [Note – to the extent any brand name equipment is identified in the specifications below, contractors may propose products from other manufacturers having comparable functional capabilities to the named item; however, all items proposed must be capable of being integrated into one comprehensive audio visual system to be installed by the Contract.]

#### **C.3.1 AREA REQUIREMENTS**

##### ***A. Judge:***

1. 7" table top touch panel with simplified controls (Detailed programming scope to be provided to Contractor)
2. Desktop Microphone with local mute for voice amplification and recording
3. Secondary side bar microphone for recording only
4. Local audio monitor with volume control and head phone connection for audio playback and voice amplification
5. 22" LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure image fills the screen at all times.

##### ***B. Clerk:***

1. 10" table top touch panel with Admin controls (Detailed programming scope to be provided to Contractor)
2. Gooseneck Microphone with local mute for voice amplification and recording
3. Local audio monitor with volume control and head phone connection for audio playback and voice amplification

4. 22" LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure image fills the screen at all times
5. 22" LED (1920x1080 native resolution monitor) for viewing recorder software, to be connected locally to OFE PC.
6. HDMI/VGA/Dp connection for Laptop
7. Audio feeds for streaming and recording

***C. Reporter:***

1. Local audio monitor with volume control and head phone connection for audio playback and voice amplification
2. 22" LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure all image fills the screen at all times
3. Audio feeds for recording

***D. Witness:***

1. Gooseneck Microphone for voice amplification and recording
2. Local audio monitor with volume control and head phone connection for audio playback and voice amplification
3. 22" touch enabled LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure all image fill the screen at all times.

***E. Prosecution:***

1. iPad touch panel with simplified controls (Detailed programming scope to be provided to Contractor)
2. Two (2) - Desktop Microphones with local mute for voice amplification and recording
3. Two (2) - Loose XLR connections for addition microphones
4. Three (3) - HDMI/VGA connections for Laptop
5. One (1) - Mini Display Port connection for Laptop
6. Document Camera (to be connected to one of the HDMI/VGA inputs)
7. 22" touch enabled LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure all images fill the screen at all times.
8. Three (3) 22" LED (1920x1080 native resolution) monitors for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure all images fill the screen at all times.
9. Local audio monitor with volume control and head phone connection for audio playback and voice amplification mounted under desk



***F. Defense:***

1. iPad touch panel with simplified controls (Detailed programming scope to be provided to Contractor)
2. Two (2) - Desktop Microphones with local mute for voice amplification and recording
3. Two (2) - Loose XLR connections for additional microphones
4. Three (3) - HDMI/VGA connections for Laptop
5. One (1) Mini Display Port connection for Laptop
6. Document Camera (to be connected to one of the HDMI/VGA inputs)
7. 22" touch enabled LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure all images fill the screen at all times.
8. Three (3) - 22" LED (1920x1080 native resolution) monitors for viewing presentations from clerk, prosecution and defense. Output to be scaled to ensure all images fill the screen at all times.
9. Local audio monitor with volume control and head phone connection for audio playback and voice amplification mounted under desk

***G. Jury:***

1. Eight (8) - Microphones for voice amplification and recording
2. Eight (8) - 22" LED (1920x1080 native resolution) monitors for viewing presentations from clerk, prosecution and defense. Four (4) to be pole mounted and four (4) to be mounted to jury box. Output to be scaled to ensure all images fill the screen at all times.
3. Two (2) - OFE speakers for audio playback and voice amplification

***H. Audience:***

1. One (1) - 60" LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense to be installed on a floor stand and use wireless transmitter for video due to pathway restrictions. Output to be scaled to ensure all images fill the screen at all times.
2. One (1) - 60" LED (1920x1080 native resolution) monitor for viewing presentations from clerk, prosecution and defense installed in an automated lift system located in a furniture piece next to the jury box. Output to be scaled to ensure all images fill the screen at all times.
3. Audio playback and voice amplification from existing OFE speaker overhead

***I. General/Shared Equipment:***

1. Crestron control system
2. 16 x 16 Crestron Digital Media video switching

- (a) Switcher requires manual configuration to ensure proper EDID and HDCP management.
- 3. Biamp Tesira DSP for audio processing and routing
- 4. 8 channel digital encrypted Shure microphone system
  - (a) Four (4) - Hand held microphone
  - (b) Four (4) - Desktop Microphones
- 5. One (1) wired Shure Microphone
- 6. Listen Technology IR assistive listening system
- 7. Press feed to rear of court room
- 8. OFE Polycom HDX9000 with 1 HD PTZ camera
  - (a) 1 HD PTZ camera to be provided by contractor
- 9. Pointmaker CPN-5000 for annotation
- 10. Middle Atlantic equipment rack and accessories
- 11. UPS/Voltage regulator

### **C.3.2 CONTROL SYSTEM PROGRAMMING**

Contractor will be responsible for programming the Crestron control system in accordance with the detailed control system functionality scope. A detailed control system functionality scope will be developed between the selected contractor and the Court. A programming functionality meeting will be conducted following award. The courtroom will use a 5” Crestron touch panel for the Judge and a 10” touch panel for the clerk as part of an integrated Crestron control solution. Below is a summary of required controls by location.

#### ***A. Judge:***

The controls for judge's touch panel include:

- 1. Grants Permission for video sent from Clerk, Prosecution and Defense
- 2. Global Microphone Mute
- 3. Master “kill switch” that mutes all audio and un-routes all video
- 4. Controls to activate a "Sidebar"
- 5. Power control for monitors (No control for audience monitor on stand)
- 6. Display what sources are currently routed to each monitor

#### ***B. Clerk:***

The controls for the clerk's touch panel include:

(Note an Xpanel version of the Clerk touch panel will be provided to USDC)

- 1. Detailed control of audio conferencing, video conferencing and all audio sources

2. Global Microphone Mute
3. Master override of all functions
4. Controls to activate a "Sidebar"
5. Power control for monitors (No control for audience monitor on stand)
6. Display what sources are currently routed to each monitor
7. Advanced Audio and Video Routing
8. System Shutdown

### ***C. Prosecution/Defense***

The controls for the Prosecution /Defense touch panel include:

1. Local Microphone Mute
2. Power status for monitors (No control for audience monitor on stand)
3. Display what sources are currently routed to each monitor
4. Ability to request the Judge to display their local laptop inputs

### ***D. Audio Processor:***

1. Must be equalized to ensure no "feedback" occurs when levels are adjusted on the touch panel
2. "Side bar" will recall preset that mutes all other microphones and provides white noise to all audio monitors except judge
3. Specific details of audio processor programming will be provided to selected contractor

## **SECTION D – PACKAGING AND MARKING**

### **D.1 CLAUSES INCORPORATED BY REFERENCE**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-45	Packing and Marking	AUG 2004

### **D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees required for the submission of deliverables, return of government resources, property, and items, and/or otherwise required for the performance and completion of the contract shall be paid by the contractor.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 CLAUSES INCORPORATED BY REFERENCE**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-5A	Inspection of Products	APR 2013
2-5B	Inspection of Services	APR 2013
2-10	Responsibility for Products	JAN 2010

### **E.2 SYSTEM ACCEPTANCE TEST PLAN**

The contractor is required to submit with a commissioning check list to the Court that validates that all audio/video sources, monitors, inputs and outputs have been tested and verified to be functioning as intended. After check list is submitted, an on-site commissioning visit will be scheduled with the Contractor and the TCOR to verify that the intended functionality is met.

## **SECTION F – DELIVERIES AND PERFORMANCE**

### **F.1 CLAUSES INCORPORATED BY REFERENCE**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-25A	Delivery Terms and Contractor's	JAN 2003
2-30A	Time of Delivery	APR 2013
2-35	F.O.B. Destination, Within Judiciary's	JAN 2003
2-60	Stop-Work Order	JAN 2010
7-200	Judiciary Delay of Work	JAN 2003

### **F.2 STORAGE, AND HANDLING OF HARDWARE AND EQUIPMENT**

F.2.1 The contractor is required to control handling and installation of hardware and equipment items that are not immediately replaceable, so that completion of the work will not be delayed by hardware or equipment losses, both before and after installation. Prior to installation, the contractor shall protect exposed surfaces with material that is easily removed without marring finishes.

F.2.2 The Court will not provide additional space to the contractor for the purpose of pre-assembly and testing. Any required pre-assembly and testing (including rack) must be conducted at the contractor's facility.

F.2.3 The Court will permit ONE WORK VAN to park in the secured parking lot affiliated with the courthouse.

### **F.3 SECURITY REQUIREMENTS FOR AND ACCESS TO SITE**

F.3.1 Within five (5) business days after award, the contractor shall submit to the Court, for the purpose of background checks and preparation of identification cards, certain information regarding each employee who will be assigned to work at the Courthouse. This information shall include full legal name, date of birth, state and county of birth, current address, and social security number.

F.3.2 The courtroom shall be available on a daily basis during the installation period from 8:00 am to 5:00 p.m., Monday through Friday. Afterhours access, if needed, to be discussed with the Court but should not be relied upon nor expected for installation deadline compliance.

### **F.4 DELIVERY SCHEDULE AND LOCATION**

Installation must be completed no later than January 15, 2016.

### **F.5 SCHEDULING OF TESTING, INSTALLATION, AND TRAINING**

The contractor shall coordinate with the TCOR in scheduling the installation of the systems to be compatible with the courtroom schedule, the work of the TCOR, and the overall construction completion schedule. The contractor shall attend regular progress meetings to be scheduled not

less frequently than weekly. Contractor must notify TCOR and COR immediately if installation complications arise which could delay scheduled completion.

## **F.6 SUBMITTALS (POST-AWARD AND PRE-INSTALLATION)**

Post-award and pre-installation, Contractor must submit:

F.6.1 Engineering documents, to include but not be limited to the following:

F.6.1.1 Electrical and pathway requirements

F.6.1.2 Detailed CAD drawings including manufacture and model, all necessary wiring and connectors.

F.6.1.3 Line-Item Bill of Materials (BOM)

F.6.2 Project Submittals:

F.6.2.1 Completed Bill of Materials (BOM)

F.6.2.2 Equipment information sheets (cut sheets) for all items listed in the BOM. Sheets that include multiple models will be clearly indicated which model is referenced

F.6.2.3. A spreadsheet with all items that are considered to be long lead time with approximated time required to receive items

F.6.2.4 Electrical and pathway requirements shall be detailed for each equipment location

## **F.7 DELIVERABLES**

F.6.1 Upon substantial completion of the project, Contractor must provide one (1) digital copy via FTP or email of the user manuals for all equipment included in the AV system

F.6.2 Upon completion of the project including all punch list items, Contractor must provide the following:

F.6.2.1 One (1) digital copy in .dwg and .pdf format via FTP or email and (1) hard copy of the AS-BUILT project documents, which include wiring schematics, elevations and pathway.

F.6.2.2 A one page touch panel guide for each touch panel in the court room. Touch panel pages to be provided on day of Court personnel Training.

F.6.2.3 A copy of the source code for all control systems and DSP's used in the system. An archived copy of the Crestron.smw control system file and the .vtp files for all touch panels.

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

### G.2 CLAUSES INCLUDED IN FULL TEXT

#### CLAUSE 6-20, INSURANCE – WORK ON OR WITHIN JUDICIARY FACILITY (APR 2011)

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

(1) Workman's Compensation and Employee's Liability Insurance

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

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

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

(4) Self-Insurance

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

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

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

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

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



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

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

**CLAUSE 7-10, CONTRACTOR REPRESENTATIVE (JAN 2003)**

The contractor's representative to be contacted for all contract administration matters is as follows

*(contractor completes the information):*

1. Name:
2. Address:
3. Telephone:
4. E-mail:
5. Fax:

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.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003
7-55	Contractor Use of Judiciary Networks	JUN 2014

### H.2 CLAUSES INCLUDED IN FULL TEXT

#### CLAUSE 2-65, KEY PERSONNEL (APR 2013)

(a) Individuals identified below as Key Personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of Key Personnel will be considered under the following circumstances only:

- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
- (2) All appointments of Key Personnel shall be approved in writing by the CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
- (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of Key Personnel shall be submitted in writing to the CO, including the information required in paragraph (5) of this provision.
- (4) The following identifies the requirements for situations where individuals proposed as Key Personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within (5) workdays after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the Key Personnel position. The CO will promptly inform the contractor of this determination. If the CO specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the CO and the contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the contractor shall submit, in writing, for the CO's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

(5) Request for substitution of Key Personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

(6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:

(a) name of person;

(b) functional responsibility;

(c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);

(d) citizenship status;

(e) experience including, in reverse chronological order for up to (10) years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise

descriptions of experience for each position held including specific experience related to the requirements of this contract; and

(f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

(7) The CO will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of Key Personnel. All disapprovals will require re-submission of another proposed substitution within (15) days by the contractor.

(b) The following individuals are designated as key personnel under this contract:

Project Manager: \_\_\_\_\_

### **H.3 COMPLIANCE WITH CODES AND STANDARDS**

All services performed under the terms of the awarded contract shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable Federal, State, and local codes. All components included in the system shall comply with all national, state and local codes. They include but are not limited to:

A. National Electric Code (NEC)

B. International Building Code (IBC)

C. Underwriters Laboratory (UL)

D. Occupational Health and Safety Association (OSHA)

E. EIA/TIA

F. ANSI

G. Americans with Disabilities Act (ADA)

H. BICSI

#### **H.4 PERMITS**

The contractor shall, without additional expense to the Judiciary, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, and any applicable freight work permits, authorizations, etc. and/or visas in connection with the performance of the contract.

Required permits include, but are not limited to, a Low-Voltage Permit.

## SECTION I – CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, included in full text at I.2 below for further information about clauses incorporated by reference):

CLAUSE NUMBE	TITLE	DATE
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-20A	Incorporation of Warranty	JAN 2003
2-20B	Contractor Warranty (Products)	JAN 2010
2-95	Material Requirements	JAN 2003
2-115	Terms for Commercial Advance Payment of Purchases	APR 2013
2-125	Security for Advance Payment	APR 2013
2-130	Energy Efficiency in Energy Consuming Products	APR 2013
3-25	Protecting the Judiciary’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records – Negotiations	APR 2011
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-160	Service Contract Act of 1965	JUN 2012
3-180	Fair Labor Standards Acts and Service Contract Act – Price Adjustment	APR 2011
3-205	Protest After Award	JAN 2003
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 22013
7-25	Indemnification	AUG 2004

7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-85	Examination of Records	JAN 2003
7-100A	Limitation of Liability (Products)	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default (Fixed Price – Products and Services)	JAN 2003
7-235	Disputes	JAN 2003

## **I-2 CLAUSES INCLUDED IN FULL TEXT**

### **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>.

### **CLAUSE 2-20C, WARRANTY OF SERVICES (JAN 2003)**

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor within 30 days from the date of acceptance by the judiciary. This notice will state either

- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or

(2) that the judiciary does not require correction or re-performance.

(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

(d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

**CLAUSE 2-90B, OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (APR 2013)**

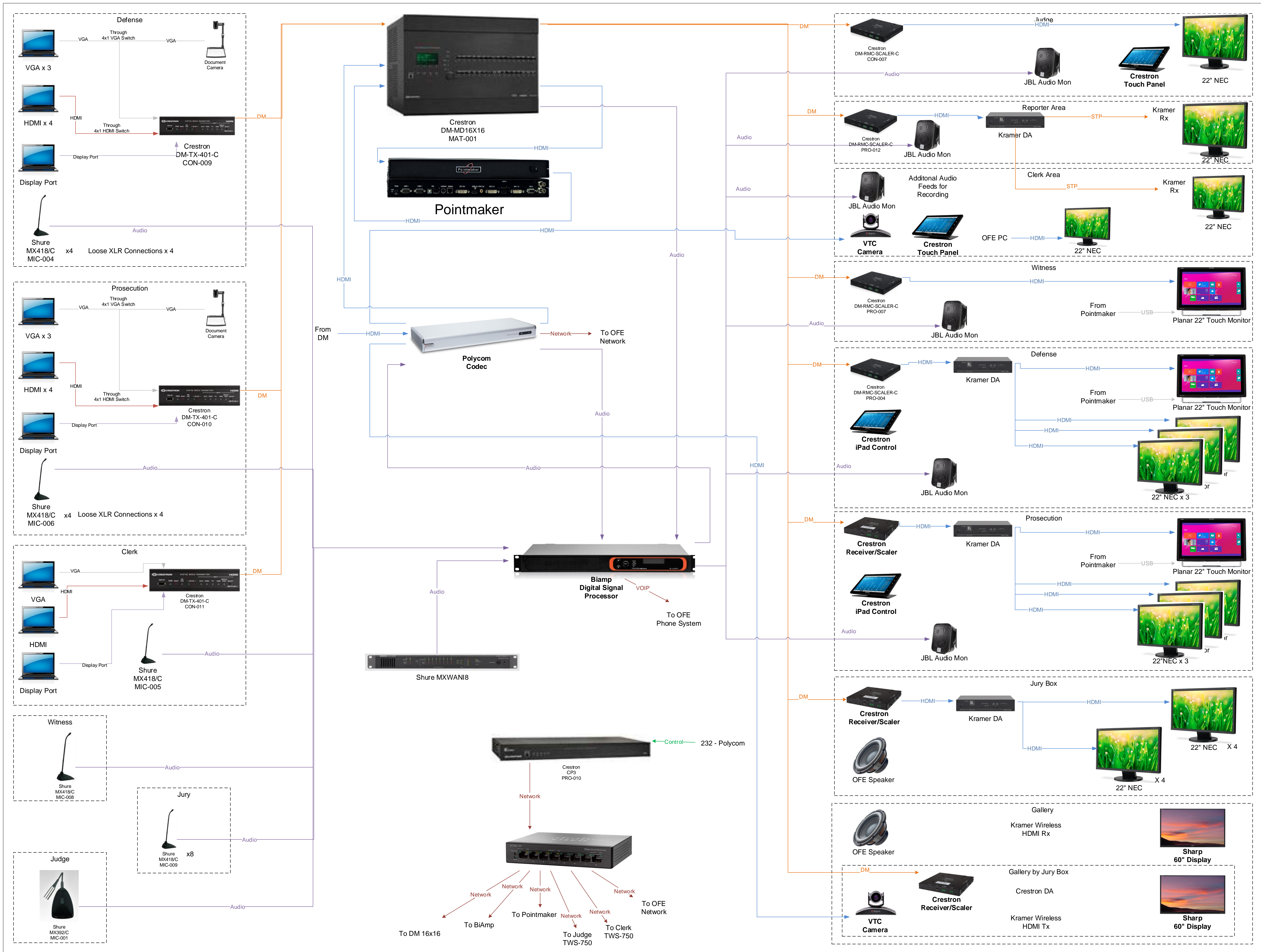
The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The contracting officer may exercise the option by written notice to the contractor within at the time of contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

## **SECTION J -LIST OF EXHIBITS**

- 1) Flow Design
- 2) System Functionality Narration

## **ATTACHMENT 1 - DEPARTMENT OF LABOR WAGE DETERMINATION**





Signal Flow Diagram



## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L below, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
3-15	Place of Performance	JAN 2003

### K.2 PROVISIONS INCLUDED IN FULL TEXT

#### PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION (APR 2011)

(a) Definitions.

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

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

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

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

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

(f) Contractor representations.

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

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
  - Black American 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.

**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 nonresponsible.

(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.

**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.

**PROVISION 3-130, AUTHORIZED NEGOTIATORS (JAN 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (offeror lists names, titles, and telephone numbers of the authorized negotiators).

Name: \_\_\_\_\_

Titles: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **SECTION L -INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

### **L.1 PROVISIONS INCORPORATED BY REFERENCE**

This Section incorporates the following provisions by reference (see Provision B-1, Solicitation Provisions Incorporated by Reference, included in full text below, for further information about provisions incorporated by reference.

<b>PROVISION NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-15	Warranty Information	JAN 2003
2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

### **L.2 PROVISIONS INCORPORATED IN FULL TEXT**

#### **PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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

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

#### **PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)**

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

### **L.3 SITE VISIT**

An organized contractor site visit will be held on September 4, 2015 at 10:00 am – 12:00 pm. It is strongly recommended that prospective offerors participate in the organized site visit as individual site visits may not be possible. Please confirm your participation by contacting the Technical Contracting Officer's Representative (TCOR), Kent Creasy,

[Kent\\_Creasy@ncwd.uscourts.gov](mailto:Kent_Creasy@ncwd.uscourts.gov)

704-756-4334

You must contact the TCOR to schedule your site visit to the courtroom.



## **L.4 INQUIRIES**

Clarifications, responses to questions and/or amendments to this solicitation will be available on the internet at [www.fbo.gov](http://www.fbo.gov). Questions about, or requests for clarification or correct of, the solicitation requirements must be submitted in writing (e-mail is acceptable) to the Contracting Officer at the address shown on the cover page of this solicitation no later than seven (7) days after issuance of the solicitation.

## **L.5 EXPENSES OF RESPONSE PREPARATION AND SUBMISSION**

The Offeror is responsible for any and all expenses related to the preparation and submission of a response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

## **L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES**

This section provides general instructions on how to prepare and submit a response to this solicitation. The Offeror's response shall provide all of the information requested below. A cover letter may accompany the response to set forth any additional information that the Offeror wishes to bring to the attention of the Court, including any assumptions, and/or conditions, upon which the Offeror's proposal is based.

L.6.1 The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.

L.6.2 The Offeror shall furnish one (1) original and two (2) copies of the response in paper, hard copy form. One (1) electronic copy of the response also shall be provided. The electronic copy shall be provided in Adobe Acrobat format with the Pricing Form and a CD or as an attachment to an e-mail to the contracting officer.

L.6.3 All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.

L.6.4 All responses must be delivered sealed and marked as specified herein. Failure to properly address the outside of the response envelope could cause an offer to be misdirected.

## **L.7 CONTENT OF PROPOSALS**

The proposal must contain the following:

**L.7.1 Signature Page.** Section A (SF33) with Blocks 17 and 18 signed and dated to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions.

**L.7.2 Price Proposal.** Completed Section B. The firm fixed price offered shall be stated in Section B. The offered price shall be all inclusive, and no extra charges shall be payable by the Court for any additional items or services, including without limitation, equipment, accessories, cables, connectors, interface units, and other related items, necessary for the contractor to provide a fully installed and operational audio video system, as described in this solicitation, ready for operation by the Court.

**L.7.3 Clauses/Provisions requiring Fill-In by Offeror.** Completed Clauses 7-10, Contractor Representative (in Section G), and 2-65, Key Personnel (in Section H), and all of Section K with the offeror's responses supplied in applicable boxes or blanks.

**L.7.4 List of Past Performance Contracts.** Offerors shall submit a list of up to five (5) recent contracts (prime or subcontractors) under which the offeror recently performed tasks relevant to those required by the Solicitation.

L.7.4.1 To be considered recent, work must have been performed under the referenced contract during the three years preceding the issue date of the Solicitation.

L.7.4.2 To be considered relevant, the effort under the referenced contract must have been similar in type, size, scope and complexity to the effort required by the solicitation.

L.7.4.3 At a minimum, each reference shall include the following information:

- (1) Business/organization name and agencies supported.
- (2) Technical Point of Contact for customer or contracting officer with knowledge about the offeror's performance under the referenced contract (name, title, address, and telephone number).
- (3) Contract value and duration.
- (4) Date(s) of contract performance.
- (5) Description of services and equipment provided by the offeror as part of the contract effort, particularly identifying aspects of the offeror's past performance effort that are similar in scope and magnitude of effort and complexities as this Solicitation requires.

**L.7.5 Technical Proposal. The Technical Proposal should consist of:**

**L.7.5.1 List of Proposed Equipment.** The following information about each significant piece of proposed equipment:

- (1) Manufacturer's name.
- (2) Manufacturer's part number.
- (3) Description to include salient physical, functional, and or performance characteristics or standards.

**L.7.5.2 Management/Technical Approach.** A proposed project implementation schedule, list of proposed installation team members noting relevant experience, certifications and qualifications, proposed project management plan, information about recent experience in obtaining equipment and permits for similar projects and quality assurance plan.

**L.7.6 List of Assumptions/Conditions.** Any assumptions, and/or conditions, upon which the Offeror's proposal is based. If none are stated, it will be assumed that none exist. Inclusion of assumptions, conditions and/or exceptions that conflict, with one or more of the terms and conditions set forth in this solicitation document, including all requirements, specifications, clauses, and provisions, may cause an offer to be rejected as not conforming to the requirements of this solicitation (see paragraph L.6 above).

## **L.8 AWARD WITHOUT DISCUSSIONS**

As stated in the judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L above, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
2-85C	Evaluation of Options Exercised at Time of Contract Award	JAN 2003
3-70	Determination of Responsibility	JAN 2003

### M.2 BASIS FOR AWARD

The Lowest Price Technically Acceptable (LPTA) source selection process will be used as the basis for selecting a proposal for award. Award will be made to the responsible offeror whose proposal is determined to conform to all required terms and conditions of this solicitation, include all required representations and certifications, meet all requirements set forth in this solicitation and provide the lowest evaluated price while meeting or exceeding acceptability standards, based on the results of the evaluation described below. Any finding of Deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

#### M2.1. Factor 1 – Technical:

The Management/Technical Approach and the list of Proposed Equipment will be reviewed by the judiciary will evaluate each technical proposal as acceptable or unacceptable, based on the following criteria. Each proposal will be evaluated to determine if it adequately demonstrates that the offeror: is proposing products and services meeting the minimum technical requirements stated in the solicitation; is proposing delivery of products by the required delivery date(s); and understands and is capable of providing in a timely manner the services as required by the solicitation. Proposals that do meet the requirements will be rated "Acceptable" and those that do not will be rated "Unacceptable" and therefore ineligible for award.

#### M.2.2 Factor 2 – Past Performance:

The judiciary will evaluate each offeror to ascertain whether the contractor has a satisfactory record of recent, relevant past performance. The judiciary will gather information about the quality of the offeror's recent, relevant past performance. In addition to gathering information from the sources identified by the offeror in its proposal, the judiciary may use data obtained from other sources, including data in government files or data obtained through interviews with personnel familiar with the and its performance under recent, relevant Federal, State or Local government or commercial contracts in order to assess the quality of the offeror's past performance. Quality assessments will include review of customer satisfaction with respect to compliance of products, services and deliverables to contract

specifications and standards of good workmanship, effectiveness of project management, timeliness of performance, commitment to customer satisfaction and business-like concern of contractor for customer's interests.

### **M.2.3 Factor 3 – Price:**

The existence of price competition is expected to support a determination of price reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of information in the proposals, the judiciary may request additional pricing information in order to determine that pricing is reasonable.

## **M.3 AWARD ON INITIAL PROPOSAL/DISCUSSIONS**

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. However, the judiciary reserves the right to conduct the discussions if the contracting officer later determines them to be necessary, or to make no award as a result of this solicitation. A technical evaluation shall be conducted on all proposals, after which the contracting officer shall decide whether to make award on initial proposals, make no award, or hold discussions. If the contracting officer decides to hold discussions, the contracting officer shall determine a competitive range and conduct fair and equal discussions with each offeror in the competitive range. After completion of discussions, offerors shall be permitted to provide revised proposals by a common cut-off date.

WD 05-2391 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simms Director		Wage Determination No.: 2005-2391 Revision No.: 17 Date Of Revision: 07/08/2015
Division of Wage Determinations		

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: North Carolina, South Carolina

Area: North Carolina Counties of Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina Counties of Chesterfield, Lancaster, York

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.08
01012 - Accounting Clerk II		15.80
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		26.85
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		11.56
01052 - Data Entry Operator II		13.00
01060 - Dispatcher, Motor Vehicle		17.88
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		11.81
01112 - General Clerk II		12.88
01113 - General Clerk III		14.46
01120 - Housing Referral Assistant		22.66
01141 - Messenger Courier		12.10
01191 - Order Clerk I		11.56
01192 - Order Clerk II		12.76
01261 - Personnel Assistant (Employment) I		15.34
01262 - Personnel Assistant (Employment) II		16.39
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		18.52
01280 - Receptionist		13.87
01290 - Rental Clerk		15.24
01300 - Scheduler, Maintenance		17.63
01311 - Secretary I		17.63
01312 - Secretary II		19.88
01313 - Secretary III		22.66
01320 - Service Order Dispatcher		14.93

01410 - Supply Technician	26.85
01420 - Survey Worker	18.35
01531 - Travel Clerk I	11.33
01532 - Travel Clerk II	12.07
01533 - Travel Clerk III	12.86
01611 - Word Processor I	14.61
01612 - Word Processor II	16.59
01613 - Word Processor III	18.55
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.91
05010 - Automotive Electrician	20.99
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.06
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	22.06
05220 - Motor Vehicle Mechanic Helper	16.29
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.99
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	11.47
05400 - Transmission Repair Specialist	22.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.33
07042 - Cook II	11.59
07070 - Dishwasher	9.24
07130 - Food Service Worker	8.77
07210 - Meat Cutter	13.45
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.37
09040 - Furniture Handler	10.92
09080 - Furniture Refinisher	13.98
09090 - Furniture Refinisher Helper	11.19
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	16.28
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.52
11090 - Gardener	13.20
11122 - Housekeeping Aide	11.62
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	9.00
11260 - Pruner	9.77
11270 - Tractor Operator	13.06
11330 - Trail Maintenance Worker	11.03
11360 - Window Cleaner	13.11
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	17.96
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	25.61
12020 - Dental Assistant	19.04
12025 - Dental Hygienist	32.03
12030 - EKG Technician	25.29
12035 - Electroneurodiagnostic Technologist	25.29
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	16.06

12072	- Licensed Practical Nurse II	17.96
12073	- Licensed Practical Nurse III	20.03
12100	- Medical Assistant	14.09
12130	- Medical Laboratory Technician	17.36
12160	- Medical Record Clerk	13.66
12190	- Medical Record Technician	15.30
12195	- Medical Transcriptionist	16.62
12210	- Nuclear Medicine Technologist	30.96
12221	- Nursing Assistant I	10.14
12222	- Nursing Assistant II	11.40
12223	- Nursing Assistant III	12.44
12224	- Nursing Assistant IV	13.96
12235	- Optical Dispenser	18.46
12236	- Optical Technician	14.32
12250	- Pharmacy Technician	13.57
12280	- Phlebotomist	13.96
12305	- Radiologic Technologist	26.39
12311	- Registered Nurse I	23.03
12312	- Registered Nurse II	28.17
12313	- Registered Nurse II, Specialist	28.17
12314	- Registered Nurse III	34.09
12315	- Registered Nurse III, Anesthetist	34.09
12316	- Registered Nurse IV	40.82
12317	- Scheduler (Drug and Alcohol Testing)	20.55
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	18.14
13012	- Exhibits Specialist II	22.48
13013	- Exhibits Specialist III	27.50
13041	- Illustrator I	18.14
13042	- Illustrator II	22.48
13043	- Illustrator III	27.50
13047	- Librarian	24.89
13050	- Library Aide/Clerk	12.09
13054	- Library Information Technology Systems Administrator	22.48
13058	- Library Technician	14.48
13061	- Media Specialist I	16.22
13062	- Media Specialist II	18.14
13063	- Media Specialist III	20.23
13071	- Photographer I	15.85
13072	- Photographer II	17.73
13073	- Photographer III	21.96
13074	- Photographer IV	26.87
13075	- Photographer V	32.51
13110	- Video Teleconference Technician	18.01
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.93
14042	- Computer Operator II	17.81
14043	- Computer Operator III	19.86
14044	- Computer Operator IV	22.06
14045	- Computer Operator V	24.44
14071	- Computer Programmer I	21.04
14072	- Computer Programmer II	26.95
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	15.93
14160	- Personal Computer Support Technician	22.06
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	27.23



15020	- Aircrew Training Devices Instructor (Rated)	32.97
15030	- Air Crew Training Devices Instructor (Pilot)	39.52
15050	- Computer Based Training Specialist / Instructor	27.62
15060	- Educational Technologist	25.54
15070	- Flight Instructor (Pilot)	39.52
15080	- Graphic Artist	24.05
15090	- Technical Instructor	24.46
15095	- Technical Instructor/Course Developer	29.92
15110	- Test Proctor	19.74
15120	- Tutor	19.74
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.85
16030	- Counter Attendant	8.85
16040	- Dry Cleaner	10.96
16070	- Finisher, Flatwork, Machine	8.85
16090	- Presser, Hand	8.85
16110	- Presser, Machine, Drycleaning	8.85
16130	- Presser, Machine, Shirts	8.85
16160	- Presser, Machine, Wearing Apparel, Laundry	8.85
16190	- Sewing Machine Operator	11.64
16220	- Tailor	12.27
16250	- Washer, Machine	9.50
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	16.78
19040	- Tool And Die Maker	20.30
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	15.11
21030	- Material Coordinator	18.52
21040	- Material Expediter	18.52
21050	- Material Handling Laborer	12.13
21071	- Order Filler	11.84
21080	- Production Line Worker (Food Processing)	15.11
21110	- Shipping Packer	14.62
21130	- Shipping/Receiving Clerk	14.62
21140	- Store Worker I	10.48
21150	- Stock Clerk	14.79
21210	- Tools And Parts Attendant	15.11
21410	- Warehouse Specialist	15.11
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	24.39
23021	- Aircraft Mechanic I	23.22
23022	- Aircraft Mechanic II	24.39
23023	- Aircraft Mechanic III	25.61
23040	- Aircraft Mechanic Helper	17.66
23050	- Aircraft, Painter	22.57
23060	- Aircraft Servicer	19.73
23080	- Aircraft Worker	20.90
23110	- Appliance Mechanic	18.11
23120	- Bicycle Repairer	11.38
23125	- Cable Splicer	23.71
23130	- Carpenter, Maintenance	16.42
23140	- Carpet Layer	16.35
23160	- Electrician, Maintenance	19.24
23181	- Electronics Technician Maintenance I	19.60
23182	- Electronics Technician Maintenance II	21.12
23183	- Electronics Technician Maintenance III	24.85
23260	- Fabric Worker	16.73
23290	- Fire Alarm System Mechanic	19.80
23310	- Fire Extinguisher Repairer	15.76
23311	- Fuel Distribution System Mechanic	21.55
23312	- Fuel Distribution System Operator	18.53
23370	- General Maintenance Worker	17.56

23380 - Ground Support Equipment Mechanic	23.22
23381 - Ground Support Equipment Servicer	19.73
23382 - Ground Support Equipment Worker	20.90
23391 - Gunsmith I	15.76
23392 - Gunsmith II	17.68
23393 - Gunsmith III	20.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.95
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.96
23430 - Heavy Equipment Mechanic	18.98
23440 - Heavy Equipment Operator	16.31
23460 - Instrument Mechanic	23.15
23465 - Laboratory/Shelter Mechanic	18.69
23470 - Laborer	12.13
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	22.08
23550 - Machinist, Maintenance	17.55
23580 - Maintenance Trades Helper	12.80
23591 - Metrology Technician I	23.15
23592 - Metrology Technician II	24.32
23593 - Metrology Technician III	25.44
23640 - Millwright	21.55
23710 - Office Appliance Repairer	20.26
23760 - Painter, Maintenance	15.52
23790 - Pipefitter, Maintenance	20.62
23810 - Plumber, Maintenance	17.64
23820 - Pneudraulic Systems Mechanic	19.63
23850 - Rigger	21.59
23870 - Scale Mechanic	17.68
23890 - Sheet-Metal Worker, Maintenance	15.74
23910 - Small Engine Mechanic	14.88
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.65
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	17.10
23965 - Well Driller	17.57
23970 - Woodcraft Worker	19.63
23980 - Woodworker	14.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.87
24580 - Child Care Center Clerk	12.31
24610 - Chore Aide	9.24
24620 - Family Readiness And Support Services Coordinator	13.30
24630 - Homemaker	13.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.33
25040 - Sewage Plant Operator	17.69
25070 - Stationary Engineer	20.33
25190 - Ventilation Equipment Tender	14.83
25210 - Water Treatment Plant Operator	17.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.98
27007 - Baggage Inspector	11.70
27008 - Corrections Officer	15.96
27010 - Court Security Officer	18.30
27030 - Detection Dog Handler	15.13
27040 - Detention Officer	15.96
27070 - Firefighter	18.54
27101 - Guard I	11.70
27102 - Guard II	15.13

27131	- Police Officer I	19.63
27132	- Police Officer II	21.81
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	11.02
28042	- Carnival Equipment Repairer	11.71
28043	- Carnival Equipment Worker	8.68
28210	- Gate Attendant/Gate Tender	15.40
28310	- Lifeguard	13.72
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	12.69
28515	- Recreation Specialist	18.26
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	17.14
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	18.68
29020	- Hatch Tender	18.68
29030	- Line Handler	18.68
29041	- Stevedore I	17.72
29042	- Stevedore II	19.77
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	15.15
30022	- Archeological Technician II	18.89
30023	- Archeological Technician III	23.01
30030	- Cartographic Technician	23.07
30040	- Civil Engineering Technician	21.85
30061	- Drafter/CAD Operator I	15.15
30062	- Drafter/CAD Operator II	18.89
30063	- Drafter/CAD Operator III	20.96
30064	- Drafter/CAD Operator IV	23.25
30081	- Engineering Technician I	15.07
30082	- Engineering Technician II	16.92
30083	- Engineering Technician III	18.92
30084	- Engineering Technician IV	23.44
30085	- Engineering Technician V	28.68
30086	- Engineering Technician VI	34.70
30090	- Environmental Technician	19.68
30210	- Laboratory Technician	19.99
30240	- Mathematical Technician	23.04
30361	- Paralegal/Legal Assistant I	17.08
30362	- Paralegal/Legal Assistant II	21.17
30363	- Paralegal/Legal Assistant III	25.90
30364	- Paralegal/Legal Assistant IV	31.33
30390	- Photo-Optics Technician	23.07
30461	- Technical Writer I	20.21
30462	- Technical Writer II	24.73
30463	- Technical Writer III	29.10
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.96
30621	- Weather Observer, Senior	(see 2) 21.17
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	13.10
31030	- Bus Driver	17.62
31043	- Driver Courier	15.70
31260	- Parking and Lot Attendant	10.34

31290 - Shuttle Bus Driver	16.78
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	16.78
31362 - Truckdriver, Medium	18.59
31363 - Truckdriver, Heavy	19.15
31364 - Truckdriver, Tractor-Trailer	19.15
99000 - Miscellaneous Occupations	
99030 - Cashier	9.50
99050 - Desk Clerk	10.24
99095 - Embalmer	24.90
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	11.33
99310 - Mortician	30.68
99410 - Pest Controller	14.71
99510 - Photofinishing Worker	11.92
99710 - Recycling Laborer	14.34
99711 - Recycling Specialist	16.99
99730 - Refuse Collector	12.71
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.42
99830 - Survey Party Chief	18.25
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.86
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	14.16
99842 - Vending Machine Repairer Helper	11.92

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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) 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.