

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
EARLE CABELL FEDERAL BUILDING  
1100 COMMERCE STREET, ROOM 1452  
DALLAS, TEXAS 75242**

*Request for Quotation*

RFQ Number: 15-DCS-001

Request Date: September 16, 2015

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**Special Notes:**

This is a request for quotes offering **Open Market Pricing** for document conversion services required by the District Clerk's Office, Northern District of Texas, as further described in the attached statement of work.

Quotes may be hand-carried or e-mailed to the below listed address by **4:00 p.m. (CST) on September 28, 2015**. Hand carried quotes must be delivered by the same time at the U.S. District Court, Northern District of Texas, ATTN: Rick Garcia, 1100 Commerce Street, Room 1452, Dallas, TX 75242. Quotes may be e-mailed to Rick Garcia, Contracting Officer, at Rick\_Garcia@txnd.uscourts.gov.

Quotes must include pricing submitted in the format of the attached quote sheet.

The judiciary expects to, but is not obligated to, award one fixed price task order as a result of this RFQ based on the lowest priced, technically acceptable quote received. In order for a quote to be considered technically acceptable, the vendor must propose an acceptable technical approach for providing the services required by the attached Statement of Work (SOW) and also demonstrate a satisfactory recent history of past performance in performing tasks similar to those required by the SOW. The vendor shall include in its technical approach a quality assurance surveillance plan (QASP), detailing how they will ensure that quality work will be produced. In addition, the QASP shall include procedures for ensuring sensitive information is safeguarded. The vendor shall also include a timeline for implementation and milestones for task completion. Technical requirements are listed below.

A walk through of the working space will be available at the U.S. District Court, 1100 Commerce Street, Room 1452, Dallas, TX 75242. Please contact Glenda Richardson@ 214-753-2193 to schedule a walk through no later than September 23, 2015. Questions concerning this RFQ must be submitted in writing to Rick Garcia at the above listed email address by September 24, 2015. Answers to all questions will be provided to all bidders on September 25, 2015.

# QUOTE SHEET

Quote Sheet for RFQ Number: \_\_\_\_\_

Item No.	Description	Estimated Maximum Quantity*	Unit	Unit Price	Estimated Extended Price*
1	300 DPI Scanning of standard document in accordance of Statement of Work <sup>1</sup>	1,500,000	Per Page	\$	\$
				<b>TOTAL</b>	<i>(contractor will fill in)</i>

\*Quantity is the District Court’s best estimate of the number of pages that require conversion. Actual amount to be paid to the Contractor will be based on actual number of pages converted by the Contractor and accepted by the District Court. Double-sided pages will be considered two scanned images. The stated total is the ceiling amount for the total contract price.

Vendor shall revise table to show any applicable volume discounts.

\_\_\_\_\_  
Vendor’s Name

\_\_\_\_\_  
Vendor’s Phone Number/fax number/e-mail address

\_\_\_\_\_  
Vendor’s Street Address

\_\_\_\_\_  
Vendor’s City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS number

\_\_\_\_\_  
Printed or Typed Name of Signator

\_\_\_\_\_  
Discount Terms or Net 30?

<sup>1</sup> Cost proposal must include the vendor’s QA/QC plan as set forth in the enclosed statement of work, including but not limited to section 1.3.2, as well as the Information Systems Security Plan referenced in section 1.5 of this document.

## **STATEMENT OF WORK (SOW)**

### **U.S. DISTRICT COURT, NORTHERN DISTRICT OF TEXAS – DALLAS DIGITAL CONVERSION OF CASE FILES**

#### **1.0 BACKGROUND, GENERAL DESCRIPTION, AND REQUIREMENTS**

##### **1.1 INTRODUCTION**

The U.S. District Court in the Northern District of Texas (hereafter referred to as the District Court), has an objective to reduce the District Court's on-site storage requirements for paper records. The focus of this reduction is on the District Court's collection of "closed" civil and criminal case files. In accordance with approved records retention schedules, current holdings of closed cases are eligible to be both scanned and uploaded into the Case Management/Electronic Case Files (CM/ECF) system and then destroyed, or sent to the Fort Worth Federal Records Center (FRC) until eligible for ultimate destruction or transmission to the National Archives. However, the District Court's preference is to scan and upload all closed case files into CM/ECF.

The Administrative Office of the United States Courts (AO) will provide the District Court with technical assistance and support through its Judiciary Records Management Program (JRMP), its existing records management resources, and/or available contracts. For the purpose of this SOW, the private firm considered to provide the work and services outlined in this SOW shall hereafter be referred to as the CONTRACTOR. The CONTRACTOR, through its employees and/or sub-contractors, will provide labor and other direct costs (equipment and materials) required to complete the work identified in this document.

##### **1.2 PURPOSE**

The purpose of the project is to initiate and complete the scanning of paper documents into electronic files so that the district court may upload the files into the court's CM/ECF system. This project will help the District Court reduce the amount of physical records holdings it has and move closer to a paperless office. With the increase in staff's telework schedule, it will be critical that staff have remote access to their electronic case files from various locations.

##### **1.3 SCOPE**

Three distinct categories or types of case files have been identified and volume estimates established. This project involves the document preparation, scanning, and preparation for uploading of electronic files to CM/ECF, an estimated 605 feet of closed cases. A case may contain multiple documents.

### 1.3.1 CASE FILE DESCRIPTION

The government requires that the CONTRACTOR integrate their scanned output to a PDF/A file format and store the files to a District Court-designated network drive or other storage device(s) so that the files may be docketed to the CM/ECF case management system by the District Court (see 2.3, Case File Document Upload Process).

The creation of the PDF/A should be at 300 DPI and the settings for the file should be at the smallest size after compression is applied, with a maximum file size for any one file of 10MB. The 300 DPI and PDF/A requirements are necessary to comply with NARA standards. The 300 DPI is to facilitate future text search operations.

After scanning, the CONTRACTOR will pack the scanned material into District Court supplied boxes or other District Court supplied receptacles. Material designated by the District Court for retention will be segregated and placed back in the original folder and placed in separate boxes. This will take place immediately after the scanning of the files is completed.

### 1.3.2 QUALITY PROCESS

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

### 1.3.3 ESTIMATED VOLUME OF CASES

There is an estimated volume of 605 feet of pages. Based on current estimates, there will be approximately 1,500,000 scanned images. The size of a typical physical file ranges widely from cases where file folder content is less than 1 inch wide to file folders with content of five inches wide. In addition, some cases will have their content enclosed in several file folders where their collective volume exceeds 12 inches. Case file estimates and prioritization order are as follows:

<b>TYPE OF CASE OR COLLECTION</b>	<b>DATE RANGE</b>	<b>EST. VOLUME (FEET)</b>
State Court Documents	1997 – 2012	236'
Civil Cases Boxed (Voluminous Docs)	2000 – 2007	125'
Voluminous Documents (in folders)	1985 – 2013	244'
<b>TOTAL EST. VOLUME OF PAPER*</b>		<b>Total = 605'</b>

TOTAL ESTIMATED IMAGES = 605' X 2400 pages per foot = 1,452,000 pages

### **1.3.4 PAPER CONDITION**

The following items describe the general observations pertaining to the conditions of the paper documents reviewed at the District Court:

- Overall, the majority of the paper is in good condition.
- Most pages are a standard size 8 ½ by 11”.
- Some exceptions to page size include records on tissue or carbon copy, 8 ½ x 14” paper, and 5 X 8” cards.
- Files contain some colored paper, mostly tabs or divider sheets.
- Approximately 5% of these pages are “double sided.” When digitized, a “double sided” document will produce two separate images.

### **1.4 SPECIAL REQUIREMENTS**

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

#### **1.4.1 WORK LOCATIONS AND HOURS OF OPERATIONS**

Work will take place within the Dallas area not to exceed 20 miles from the Dallas District Court office located at the: Earle Cabell Federal Building, 1100 Commerce St., Room 1452, Dallas, Texas. Work space, equipment, and transportation of records will be provided by the CONTRACTOR personnel and not a third party.

CONTRACTOR space provided will have the necessary IT connections for network access to provide the District Court with documents prepared for uploading into the CM/ECF system. Some additional IT resources and other logistics may be necessary to support the appropriate number of computers, scanners, printers, and work tables.

#### **1.4.2 SECURITY**

District Court case files may contain confidential information.

Computers that are the property of the CONTRACTOR must be checked for viruses and malware through the IT Department of the District Court prior to the start of the project, and may be checked by the IT Department at random times throughout the project.

Any internal storage media used by the CONTRACTOR will be wiped cleaned after the project is completed.

Any external storage media provided by the CONTRACTOR will be wiped cleaned after the project is complete.

Any storage media supplied to the CONTRACTOR by the District Court shall be returned to the District Court upon completion of the project.

CONTRACTOR staff and sub-contractors shall include employees identified by CONTRACTOR. CONTRACTOR staff assigned to work ON THIS PROJECT will be required to go through a security validation check from the FBI's National Criminal Information Center (NCIC) and the state's local bureau of investigations prior to their appointment to work on-site at the District Court. These individuals must be free of felony convictions. CONTRACTOR agrees to protect and limit access to court records to those employees and sub-contractors cleared by the court for this project.

No fewer than fifteen business days prior to the project's start date, CONTRACTOR will provide the District Court with certain personal information of the assigned personnel (names, dates of birth, addresses, social security numbers, etc.) required to conduct the appropriate security check of all individuals it proposes to deploy on-site to support this project in addition to any substitute personnel due to employee absence. The District Court may reduce the fifteen-day requirement if it is in the interest of the government to do so.

### **1.4.3 EQUIPMENT AND SOFTWARE SUPPLIED BY THE CONTRACTOR**

CONTRACTOR will supply the hardware and software to perform the project in the agreed timeframe. This will include, but will not be limited to, high speed scanners, computers to collect data from the scanners, and equipment to interface with the District Court for upload of scanned files to the District Court's network.

Software will include programs and firmware for the CONTRACTOR's computers and scanners, which must include quality control functionality. Adobe Acrobat can be supplied by the government for scanning purposes if this software is not already owned by the CONTRACTOR or if an updated version is required. The District Court reserves the right to check all of the Contractor's equipment used by the CONTRACTOR for this project for virus/malware at any time throughout the continuance of the project. Anti-virus software approved by the District Court must be operational in CONTRACTOR's computers to ensure no malware is transmitted to District Court networks.

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

The CONTRACTOR must comply with information systems security requirements as determined by the District Court's Information Technology Director.

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

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

#### **1.4.4 PROCESSING RECORDS IN AND OUT OF THE COURT**

Records will be transferred from the District Court's onsite records storage areas to the CONTRACTOR's facility located within 20 miles of the District Court. CONTRACTOR will be directly involved in the retrieval of District Court records using CONTRACTOR's vehicle, as supervised by staff from the District Court. Third party retrieval and/or delivery services are not authorized. CONTRACTOR shall remain in full custody of retrieved court records while in transit, storage, and/or processing outside the District Court. CONTRACTOR will use the District Court's loading dock to load the records into the CONTRACTOR's vehicle. CONTRACTOR staff will be those approved by the District Court to work on this project.

All records will be identified jointly prior to loading into the CONTRACTOR's vehicle and will be listed on an inventory log. District Court and CONTRACTOR staff will sign off on the log at the District Court, and again at the CONTRACTOR's work location. The volume and frequency of records transfers will be determine by mutual agreement between the District Court and the CONTRACTOR. Previously retrieved records must be returned by CONTRACTOR before new records can be retrieved from the District Court.

CONTRACTOR will communicate weekly with District Court relative to completion of the project through the use of a transaction log to document production, including the results of the review and validation of digital documents.

CONTRACTOR will notify District Court staff when scanned records are ready for the government's QA/QC process and uploading into CM/ECF.

#### **1.5 DATA BREACHES AND INFORMATION SYSTEMS SECURITY PLAN**

The CONTRACTOR shall be required to prevent and remedy data breaches and to provide the District Court with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the District Court to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event that a breach occurs. Special attention should be paid to OMB Memorandum 06-19 ( July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent

laws, regulation , or policy governing data breaches that may arise during the performance of the contract. An Information Systems Security Plan must be provided and shall include policies and procedures necessary to ensure the timely detection of and reporting to the District Court of data breaches, as well as safeguards to prevent and mitigate the risk of, as well as to remedy, such breaches, if any.

## **1.6 MAINTAIN LOGS**

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

In addition, the CONTRACTOR shall maintain a production log and will advise the District Court as to the progress of the production on at least a weekly basis. At a minimum it will list number of files processed by day, number of scanned images, and number of images provided to the District Court for uploading to the CM/ECF system. The form and format of this report will be agreed to by the CONTRACTOR and District Court prior to the start of production.

This log will be used to supply a final report to the District Court at the conclusion of the project showing traceability of the conversion process. This is so the District Court record staff will have a documented chronology of the paper to digital conversion to be used as the record custodian.

## **1.7 TEST RUN**

Before starting, the potential CONTRACTOR must run a test by running 25 District Court selected cases through all the proposed tasks and/or steps. The District Court will then run a test of the prepared files to upload them into the CM/ECF system using an automated script. The District Court will determine if the tasks were successfully completed by retrieving the scanned and uploaded files from the CM/ECF system. The District Court will verify that the PDFs were uploaded under the correct client and case and that the documents contained in the accessed PDF are viewable. If the scanning and uploading process fails on the CONTRACTOR's side of the process, the CONTRACTOR will be given forty-eight hours to rectify the problem.

The following factors will be considered when determining if a test batch was successful:

- CONTRACTOR's equipment and software are compatible with the District Court software for this specific project.
- All required file metadata is correctly formatted and applied.
- All case file documents are successfully uploaded into the correct client case and categories in the CM/ECF system.



- All documents are legible and retrievable through the CM/ECF system.
- CONTRACTOR's proposed transaction log, used to provide evidence of adherence to established scanning procedures, is deemed acceptable.
- CONTRACTOR's proposed production log, used to track progress of production, is deemed acceptable.
- All case file documents are boxed according to post production steps (Section 2.7) and returned to the original case file.

The District Court will then conduct random testing of uploaded files throughout the project. This review does not substitute for any quality control the CONTRACTOR will establish for the project. The CONTRACTOR is responsible for quality control. The official start of production will begin after the test run is completed and accepted by the District Court.

The CONTRACTOR will be paid for conducting this test at the per-page rate cost stipulated on the quote sheet.

## **2.0 DESCRIPTION OF DELIVERABLES**

The deliverables for this project comprise the following items: document preparation, digital document conversion, overall data validation (QA), and delivery of all Dallas District Court voluminous documents and state court records case files to the District Court for uploading into CM/ECF.

The vendor quote must include: preparation, scanning, indexing, and preparing scanned documents for uploading into CM/ECF by the District Court.

### **2.1 CASE FILE PREPARATION**

The CONTRACTOR shall establish one or more document preparation stations to perform all required steps to prepare the paper documents for digital conversion. These steps include but are not limited to:

- Removing staples and separating ('fan') the pages (removes 'chads') to assist the feeding into image scanners.
- Removing blank pages and duplicate document content, if present.

- Maintaining the physical divide of the case file (if applicable) by retaining the divider sheets, to represent the boundary between the sections.
- Identifying, when applicable, documents that are too light/dark, thin, badly wrinkled, or otherwise not able to pass through the scanner. This may include rare torn or tattered documents where photocopying will allow the CONTRACTOR to perform proper scanning. The government will provide access to its photocopy equipment for this purpose.
- Identifying when a document is double-sided, ensuring that both sides of the document is imaged, and in the correct order.
- Removing non-standard sized pages, (i.e. larger than 8.5” x 11”). The CONTRACTOR will not scan the non-standard pages but will extract them and place them with the original case file content, but marked as not scanned.
- Scanning photographs in monochrome setting similar to the other textual content in the case file.
- Ensuring that the pages are correctly oriented.

## **2.2 DIGITAL CONVERSION**

CONTRACTOR shall scan the paper case files and take all necessary steps to ensure the digital image product is accurate, complete, and fully readable. Accurate means that the digital document corresponds to the original paper document. Complete means that the digital document contains an exact duplicate of the number of pages (single and double-sided) stored by the paper case file. Last, the term readable means that the digital document presents information identifiable with certainty by the human eye. These steps include but are not limited to:

- Selecting the scanning parameters (resolution, black/white output, contrast, brightness, flat-bed or ADF settings) to ensure readability of the digital document’s content.
- Determining the temporary storage location for the digital output.]
- Follow the required file naming convention for the digital output. Scanned files must be saved in format: o-y-t-s-#, where
  - a. o = the office or division number
  - b. y = the two-digit year from 00 to 99
  - c. t = the two character case type (i.e., cv, cr, mc, mj, etc.) All types need to be addressed in the ADI script (Instructions steps that reference case types). So, if

there are any other types, then they will need to be added to the script in the appropriate places. (The dashes before and after the case type are optional.)

- d. s = the sequence number for the case
- e. # = part number for the part of the scanned file (Optional. If the entire file is scanned as one part, then no part number is needed. Due to file size limitations, courts should ensure that each scanned file does not exceed the limitation they have set for file uploads in their CM/ECF database.)

Examples of acceptable filenames: 3-15-cv-2000-2.pdf, 3-15-cv-2000-1.pdf, 3-15-cv-2000-3.pdf, 1-10-cr-00600-1.pdf, 1-10cr00600-2.pdf, 1-10-cr-600-3.pdf, 1-10cr600-4.pdf

- Scanning the documents in each case file into a PDF/A file not to exceed 10 MB per file, including the application of optical character recognition (OCR) to each PDF/A file. If a case file would exceed this 10 MB limit, the PDF/A file must be split into separate files such that no file exceeds this size limit.
- Performing a first level review while scanning or at the end of the document.

### **2.3 CASE FILE Document Upload Process in CM/ECF**

The District Court will upload the case files into the CM/ECF system through use of an automated script. The CONTRACTOR must ensure that all files are saved with the required naming convention to ensure proper uploading by the District Court.

### **2.4 QUALITY ASSURANCE (QA) REVIEW**

CONTRACTOR shall perform the following prior to the District Court uploading files to CM/ECF:

- Scan and create PDF/A files for each case file (10MB maximum per file).
- Review of scanned image for proper sequence order/pagination and orientation.
- Verify legibility of text, proper document type, and correct number of documents in case file.
- Identify, segregate, correct, and re-process documents with errors.
- Certify file(s) for accuracy, completeness, and readability.

## **2.5 LEGAL ADMISSIBILITY**

All images must be admissible in a court of law. This requires:

- Images and data are created, captured, and stored by a consistent documented process that ensures authenticity and appropriate custody of the documents.
- Images are stored to prevent alteration without leaving an electronic footprint.
- The identities of District Court staff and CONTRACTOR staff involved in the document capture, indexing, data conversion, and storage process and the scope of each staff member's participation must be documented. This shall be in a deliverable at the end of the project and shall be the CONTRACTOR's responsibility. This is the log referred to in Section 1.6 of this document.

## **2.6 ELECTRONIC DOCUMENT AVAILABILITY CONSTRAINTS**

Under certain circumstances, the District Court will require access to documents in the CONTRACTOR's possession within 24-48 hours to respond to judicial requests or other high priority needs.

## **2.7 POST PRODUCTION STEPS**

- District Court staff will perform a random sample review of the scanned PDF files as a third review of electronic content. Part of the review will involve a comparison of electronic content in relation to the paper original. The CONTRACTOR shall facilitate expedited access of selected sample cases as requested by District Court staff.
- The CONTRACTOR will maintain a transaction log to document production, including the results of the review and validation of the digital documents. This log supports and provides evidence of adherence to established scanning procedures.
- The CONTRACTOR shall ensure that all scanned documents are placed in District Court supplied boxes or other receptacles.

## **2.8 PRODUCT DELIVERY**

The nature of this project is such that product delivery is ongoing soon after the project start date. The project's final delivery, the digital conversion and validated upload of the last case file in the collection, must be completed no later than a date six months after the beginning of the contract.

### **3.0 CRITERIA AND REVIEW PERIOD FOR DELIVERABLE(S)**

#### **3.1 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)**

All documents within the case files will be stored in the same order as received. All given case files will be provided to the District Court under the correct client name and case number and other required metadata. The documents will be retrievable and readable. The District Court will conduct random testing of the documents. District Court will review deliverables upon presentation and provide acceptance or rejection within 15 workdays after completion of the scan/upload of the case file. The CONTRACTOR shall correct deficiencies and resubmit within 10 workdays after rejection.

## TASK ORDER TERMS AND CONDITIONS

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

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

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

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

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

- Clause 1-15 Disclosure of Contractor Information to the Public (AUG 2004)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-30 Public Use of the Name of the Federal Judiciary (JUN 2014)
- Clause 7-35 Disclosure or Use of Information (APR 2013)
- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-115 Availability of Funds (JAN 2003)
- Clause 7-130 Interest (Prompt Payment) (JAN 2003)
- Clause 7-140 Discounts for Prompt Payment (JAN 2003)
- Clause 7-235 Disputes (JAN 2003)

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

- Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than thirty (30) calendar days prior to the contract's current expiration date.

(end)

\_\_\_\_ Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

- a) The judiciary may extend the term of this contract by written notice to the contractor no later than thirty (30) calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six months (months) (years).

(end)

4. Incorporation of Department of Labor Wage Rate Determination: WD 05-2509 (Rev.-16) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014 will be attached to and incorporated into the Task Order.

## SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

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

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

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

(end)

### **Solicitation Provisions Incorporated by Reference**

- \_\_\_\_\_ Provision 2-70 Site Visit (JAN 2003)  
\_\_\_\_\_ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)  
\_\_\_\_\_ Provision 3-135 Single or Multiple Awards (JAN 2003)

### **Additional Solicitation Provisions**

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

- a) The offeror shall check following certification:

#### CERTIFICATION

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

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
  - (i) An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by



customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

- (ii) An “established market price” is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(4) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(5) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

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

a) The offeror shall check following certification:

**CERTIFICATION**

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

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
  - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.
- c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)

## **PROPOSAL PREPARATION INSTRUCTIONS**

In order for a quote to be considered technically acceptable:

- A. The vendor must propose an acceptable technical approach for providing the services required by the attached Statement of Work (SOW). The contractor shall include in their technical approach a quality assurance surveillance plan (QASP), detailing how they will ensure that quality work will be produced. In addition, the QASP shall include procedures for ensuring sensitive information is safeguarded. The contractor shall also include a timeline for implementation and milestone for task completion.
- B. The vendor must describe three projects the firm has completed within the past three years, which are equal to or similar in scope to this requirement. The vendor must provide the task dates and pertinent information in order to demonstrate how the previous tasks are comparable to this requirement. The vendor shall include points of contact, titles, telephone numbers, and e-mail addresses (if available). The judiciary reserves the right to contact the points of contact, and other sources of relevant information, to obtain information necessary to determine whether or not the vendor has a satisfactory past performance record in performing services similar in type and scope to those required by the SOW.
- C. Prior to award the vendor determined to be technically acceptable and the lowest bidder shall run a small test batch upload of 25 District Court cases. The District Court will test these cases by successfully retrieving the scanned and uploaded files from the CM/ECF system and verify the PDF's are uploaded under the correct client and case and are viewable. Once it is determined by the District Court that the small test batch is successful the contract will be awarded. Should the test be deemed unsuccessful the vendor will have 48 hours to rectify the issue(s). If the vendor is unable to successfully perform the task then the award will not be made, and the quote will be deemed technically unacceptable.

WD 05-2509 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2509
Diane C. Koplewski	Division of	Revision No.: 16
Director	Wage Determinations	Date Of Revision: 12/22/2014

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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).

State: Texas

Area: Texas Counties of Collin, Cooke, Dallas, Delta, Denton, Ellis, Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van Zandt, Wood

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01040 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		11.32
01112 - General Clerk II		12.79
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		11.86
01191 - Order Clerk I		13.66
01192 - Order Clerk II		14.91
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01280 - Receptionist		13.60
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38
01313 - Secretary III		21.60
01320 - Service Order Dispatcher		17.47
01410 - Supply Technician		25.99
01420 - Survey Worker		17.29
01531 - Travel Clerk I		13.07

01532	- Travel Clerk II	14.04
01533	- Travel Clerk III	15.06
01611	- Word Processor I	12.80
01612	- Word Processor II	15.30
01613	- Word Processor III	17.29
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	20.00
05010	- Automotive Electrician	23.04
05040	- Automotive Glass Installer	20.93
05070	- Automotive Worker	22.02
05110	- Mobile Equipment Servicer	18.52
05130	- Motor Equipment Metal Mechanic	22.16
05160	- Motor Equipment Metal Worker	20.93
05190	- Motor Vehicle Mechanic	22.99
05220	- Motor Vehicle Mechanic Helper	17.27
05250	- Motor Vehicle Upholstery Worker	19.82
05280	- Motor Vehicle Wrecker	20.93
05310	- Painter, Automotive	24.22
05340	- Radiator Repair Specialist	20.93
05370	- Tire Repairer	12.44
05400	- Transmission Repair Specialist	22.16
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.26
07041	- Cook I	10.33
07042	- Cook II	11.69
07070	- Dishwasher	8.38
07130	- Food Service Worker	9.61
07210	- Meat Cutter	13.34
07260	- Waiter/Waitress	9.03
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.32
09040	- Furniture Handler	10.24
09080	- Furniture Refinisher	15.32
09090	- Furniture Refinisher Helper	12.02
09110	- Furniture Repairer, Minor	13.78
09130	- Upholsterer	16.53
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.82
11060	- Elevator Operator	9.70
11090	- Gardener	13.58
11122	- Housekeeping Aide	9.70
11150	- Janitor	9.70
11210	- Laborer, Grounds Maintenance	10.39
11240	- Maid or Houseman	8.47
11260	- Pruner	11.58
11270	- Tractor Operator	12.58
11330	- Trail Maintenance Worker	11.07
11360	- Window Cleaner	11.12
12000	- Health Occupations	
12010	- Ambulance Driver	15.87
12011	- Breath Alcohol Technician	19.80
12012	- Certified Occupational Therapist Assistant	28.62
12015	- Certified Physical Therapist Assistant	27.35
12020	- Dental Assistant	19.08
12025	- Dental Hygienist	36.14
12030	- EKG Technician	28.89
12035	- Electroneurodiagnostic Technologist	28.89
12040	- Emergency Medical Technician	15.87
12071	- Licensed Practical Nurse I	18.42
12072	- Licensed Practical Nurse II	20.60
12073	- Licensed Practical Nurse III	22.96
12100	- Medical Assistant	15.37
12130	- Medical Laboratory Technician	19.22

12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80
12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	20.78
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I	(see 1)
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	15.91
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	30.46
15070 - Flight Instructor (Pilot)	46.09

15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.18
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	25.93
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.90
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	12.44
23125 - Cable Splicer	19.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	16.43
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	16.68
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	16.29
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76

23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.44
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	13.22
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.85
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.28
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.71
23980 - Woodworker	14.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	18.17
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	19.99
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Equpment Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18



28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.91
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30210 - Laboratory Technician	22.28
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67
30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	24.03
30492 - Unexploded Ordnance (UXO) Technician II	29.08
30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.97
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	
99030 - Cashier	9.76

99050 - Desk Clerk	9.75
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	22.94
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	19.54
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	23.31
99831 - Surveying Aide	13.96
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.03
99842 - Vending Machine Repairer Helper	14.05

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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 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 link 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.