

**OPEN MARKET  
REQUEST FOR PROPOSAL  
INTERACTIVE DIGITAL SIGNAGE**



**United States District Court  
Central District of California**

**RFP: USDC16\_AV272016**

**Open Market  
Request for Proposal (RFP)**

RFP Number: USDC16\_AV272016

Request Date: January 21, 2016

To: Prospective Offerors

The United States District Court, Central District of California, requests proposals for interactive digital signage in accordance with the attached Statement of Work. The solicitation number is USDC16\_AV272016. Please see the attached for the following additional information: Instructions for completion of the proposal package, Statement of Work and applicable terms and conditions.

A fixed price contract will be awarded from this RFP based on the based upon the lowest priced technical acceptable offer.

Proposals shall be sent via email to [shelly\\_root@caed.uscourts.gov](mailto:shelly_root@caed.uscourts.gov), or hand-delivered to:

United States District Court  
Central District of California  
312 N. Spring Street  
Procurement Department, Suite 523  
Los Angeles, CA 90012

Submit proposal in accordance with the instructions in Section L of the solicitation. Proposals and questions concerning this RFP shall be addressed IN WRITING ONLY to Shelly Root, Contracting Officer.

**Questions Due Date: January 29, 2016 by 2:00 p.m. local time**

**Proposal Due Date: February 22, 2016 by 2:00 p.m. local time**

Sincerely,

Shelly Root  
Contracting Officer  
United States District Court  
Central District of California  
312 N. Spring Street,  
Procurement Department, Suite 523  
Los Angeles, CA 90012

Part I – The Schedule Section A Solicitation/Contract Form

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER		
	USDC16_AV272016	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)					
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (if other than Item 7)				
United States District Court, Central District of California			Shelly Root, Contracting Officer				
312 N. Spring Street, Suite 523, Los Angeles, CA 90012			shelly_root@cacd.uscourts.gov				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>0</u> copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in Item 7 until <u>2:00 p.m.</u> local time <u>02/22/2016</u>							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
		Shelly Root (no phone calls)		AREA CODE	NUMBER	EXTENSION	shelly_root@cacd.uscourts.gov
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	3	X	I	CONTRACT CLAUSES	22-23
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-5			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6-15	X	J	LIST OF ATTACHMENTS	24
X	D	PACKAGING AND MARKING	16			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	25-29
X	F	DELIVERIES OR PERFORMANCE	18	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	30-32
X	G	CONTRACT ADMINISTRATION DATA	19-20	X	M	EVALUATION FACTORS FOR AWARD	33
X	H	SPECIAL CONTRACT REQUIREMENTS	21				
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> calendar days (60 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 set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-9)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER	EXTENSION					
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
<input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )							
24. ADMINISTERED BY (if other than Item 7)				25. PAYMENT WILL BE MADE BY		CODE	
Shelly Root, Contracting Officer				United States District Court			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
Shelly Root				(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
 AUTHORIZED FOR LOCAL REPRODUCTION  
 Previous edition is unusable  
**STANDARD FORM 33 (REV. 6/2014)**  
 Prescribed by GSA - FAR (48 CFR) 53.214 (c)

[END OF SECTION A]

Section B Products or Services and Prices/Costs

Stand Alone Player

Requirements: Intel I3 Processor and minimum 4GB Memory

Wayfinding Player

Requirements: Intel I7 Processor and minimum 8GB Memory

Infotainment Player (Information and Entertainment)

Requirements: Intel I7 Processor and minimum 8GB Memory

Item No.	Description	Quantity	Unit Price	Extended Price
1	Location: Lobby Player (Wayfinding)	2		
2	Location: Jury Assembly Room Player (Infotainment)	1		
3	Location: Jury Annex Player (Stand Alone)	1		
4	Location: Cafeteria Dining Area Player (Stand Alone)	1		
5	Location: Mezzanine Player (Stand Alone)	1		
6	Location : Fourth Floor Player (Wayfinding)	1		
7	Location: Fourth Floor Room Scheduling Screens (approx.10" Screen) with built in player	7		
8	Location: Fourth Floor Hoteling/Quiet Room Screens (e-ink type, low cost)	18		
9	Location: Fourth Floor Digital Signage Server / VM (located in CACD Data Center)	1		
10	Location: Fifth Floor Player (Wayfinding)	1		
11	Location: Fifth Floor Player (Stand Alone)	4		
12	Location: Sixth Floor Player (Wayfinding)	1		
13	Location: Sixth Floor Player (Stand Alone)	4		
14	Location: Seventh Floor Player (Wayfinding)	1		
15	Location: Seventh Floor Player (Stand Alone)	4		
16	Location: Eighth Floor Player (Wayfinding)	1		

17	Location: Eight Floor Player (Stand Alone)	4		
18	Location: Ninth Floor Player (Wayfinding)	1		
19	Location: Ninth Floor Player (Stand Alone)	4		
20	Location: Tenth Floor Player (Wayfinding)	1		
21	Location : Tenth Floor Player (Stand Alone)	3		
22	Wayfinding Destinations per Section C	110		
23	Training Requirements per Section C	1		
24	Provide complete specifications and color pictures, brochures for all products quoted	N/A		
<b>TOTAL COST</b>				

[END OF SECTION B]

## Section C Description/Specifications/Statement of Work

C.1 The United States District Court, Central District of California (CACD) seeks a contractor to provide a digital signage solution for its First Street Courthouse, currently under construction and located at 350 First Street, Los Angeles, CA 90012. Contractor's digital signage solution shall include: main signage system, courtroom calendaring, monument and wayfinding, hardware, freestanding kiosks, wayfinding destinations, room booking and jury Infotainment; hereinafter referred to as "system."

### C.2 MAIN SIGNAGE SYSTEM

C.2.1 The server responsible for running the digital signage, wayfinding, room booking and courtroom calendar displays MUST be located onsite in our data center. Please provide pricing for both VM & dedicated hardware if available. Cloud based solutions will not be considered.

C.2.2 The contractor's system shall provide:

- an open and extensible architecture using industry standard protocol;
- an end to end HTML5-based platform or equivalent
- an ability to log-in to the user interface from any desktop, laptop or web enabled device;
- a simple, intuitive interface, browser accessible, without proprietary software;
- agnostic hardware which is compatible with Windows 7 based players;
- single session sign on support with LDAP integration
- an ability to run in standalone mode, by use of a local server, should the network connection fail and also play pre-existing playlists from the local server until network connectivity is re-established, allow a user to organize content and managed playlists on one or many signs simultaneously and be capable of automated playlist building;
- an ability to re-establish connection with the network automatically and re-synchronize to the current data feed when network connectivity is re-established;
- user access level of security for accessing and approving content;
- different sections of signage should be accessible and updated by individual content owners (different departments, IE IT, HR & Space and Facilities)
- ability for authorized users to access and audit all content and play logs;
- ability for ownership of sign groups by multiple users and requires the ability to support the use of user groups;
- ability for authorized users with administrative functions to add new users and define or modify user privileges;
- ability for local user override of messaging by an authenticated user as needed.

C.2.3 The contractor's system shall support of the following media types:

- live television feed, including but not limited to, Direct TV, Dish Network, with overlay for Jury Infotainment;
- streaming media feeds;
- unicast and multi-cast;
- GIF, JPEG, PNG and other popular image formats;
- web services content;
- canned messages and templates;
- scrollable text banners;

- adhoc safety and security messages;
- announcements;
- weather reports; and
- play industry standard media file types.

C.2.4 The contractor's system shall provide native support without conversion required to other formats for the following document types:

- PDF;
- Microsoft PowerPoint and Microsoft Excel;
- CSV;
- JPEG;
- mpg;
- mp4;
- avi;
- H.264; and
- Provide list of additional protocols and codex supported

C.2.5 The contractor's system platform shall allow users to import data from both internal and external sources, including Microsoft SharePoint; and the platform shall provide the ability to connect in real-time to any ODBC compliant database or have SDK or API availability.

C.2.6 The contractor's system shall support pulling and pushing content to any input or output device with an external API (i.e. touch screen controllers, proprietary data systems, custom media players).

C.2.7 The contractor's system shall provide the ability to interact with external devices (i-beacon, RF-ID).

C.2.8 The contractor's system shall provide the ability to receive triggers from external data sources to change templates and animate content.

C.2.9 The contractor's system shall provide a drag and drop layout interface utilizing pre-packaged widgets and drag and drop data linking functionality.

C.2.10 The contractor's systems shall be capable of utilizing SharePoint as a content management interface.

C.2.11 The contractor's system platform shall provide filtered news and weather feeds as part of its solution. If this feature is not built in and comes at an additional cost per month please provide that pricing.

C.2.12 The contractor's system shall allow signs to be grouped together based on common function of location and shall provide for messages to be defined for specific signs or groups of signs.

C.2.13 The contractor's system shall allow for ad-hoc crawling text, banners and popups for alerts and updates; shall allow for ad-hoc text to be sent network-wide or to individual screens; and shall support the ability to update signs with ad-hoc messaging or changing of playlists using a hand-held device and include images, videos and power points directly to the player.

- C.2.14 The contractor's system shall allow changes to crawling text by authorized users, including font size and color.
- C.2.15 The contractor's system shall provide the ability to send SMS text warning messages and email alerts when abnormal behavior or if the player stops functioning properly to one or more staff members.
- C.2.16 The contractor's system shall support closed captioning including and display on the sign or a portion of the sign displaying the television signal.
- C.2.17 The contractor's system shall provide the ability to display an interactive web page as part of the Touchscreen (CACD's website <https://www.cacd.uscourts.gov/> )
- C.2.18 The contractor's system shall be compatible with CDN (Content Delivery Network), satellite distribution systems and enterprise multicast networks.
- C.2.19 The contractor's system shall provide both an HTML authoring tool and a ready-to-use HTML objects for common elements such as weather tickers and media window and shall provide the ability for CACD to create its own objects.
- C.2.20 The contractor's system shall include a device management component. The primary function of this component is overall monitoring of all types of signs, including content control, scheduling and security administration.
- C.2.22 The contractor's system shall provide control of television feed (changing channels and volume) via a user interface accessible by CACD users and shall allow audio to be altered or disabled at the discretion of CACD authorized users.
- C.2.23 The contractor's system user security model shall include an administrator level which can view any sign and current display, including the ability to view a thumbnail image of what is currently playing and a full screen snapshot.
- C.2.24 The contractor's system shall allow for sign health monitoring, shall illustrate system health and shall provide remote management of player hardware and self-healing functionality.
- C.2.25 The contractor's system shall provide the ability to power cycle the signs and turn off signs during non-business hours and shall be capable of remote updates.
- C.2.26 The contractor's system shall provide a drag and drop scheduling interface which allows for the creation of daily scheduling, repeating and recurring events and shall allot for templates, images, videos and power point to be treated equally.
- C.2.27 The contractor's system shall allow a user to create, design, save edit and delete content and assets and provide a mechanism for approving or rejecting assets or content updates.
- C.2.28 The contractor's system shall allow the use of saved template messages to be shared between signs and locations and contain a searchable, centralized media content library.
- C.2.29 The contractor's system shall provide a documented workflow process for approving new content.



- C.2.30 The contractor's system shall have the ability to utilize glyphs and pictograms for universal language communications.
- C.2.31 The contractor's system shall have a WYSWYG editor for content development and provide the ability to preview content fully without publishing.
- C.2.32 The contractor's system shall provide capability to apply power point style animation to any content within the design tool.
- C.2.33 The contractor's system shall be able to display emergency alerting initiated by authorized or external trigger and some cached emergency messages be available on the media player for instant broadcast, provide a web interface for the US Marshal Service to trigger emergency alerts such as "Fire, Earthquake, Active Shooter, etc.," and provide multiple triggers to accommodate the displaying of emergency messages.
- C.2.34 The contractor's system shall provide a wizard for easily deploying wayfinding content and have the ability to create QR codes for wayfinding with mobile devices, including locations outside the courthouse.
- C.2.35 The contractor's system shall provide the ability to render both buildings and maps in 2D or 3D and provide detailed reporting on assets and network health.
- C.2.36 The contractor's system shall use MS Windows based signage players.
- C.2.37 The contractor's system shall provide ample design flexibility to be aesthetically appealing and match the look and feel of the new courthouse.
- C.2.38 The contractor's system shall allow scheduling one off events and return to normal operation without requiring CACD interaction.
- C.2.39 The contractor's system shall allow for multi-touch touchscreens that support it and allow for both zoom and pan on wayfinding interface.

### **C.3 TRAINING REQUIREMENTS**

- C.3.1 The contractor shall provide training including, but not limited to, complete system overview, access controls and security measures, permissions (assigning and modifying), adding and removing content, modifying existing content, adding/removing wayfinding points, creating new signage content from scratch and a template, scheduling events and troubleshooting.
- C.3.2 CACD will schedule training once contractor's system is installed and properly functioning.

### **C.4 COURTROOM CALENDAR**

- C.4.1 CACD will provide and install 24 individual LED screens portrait-mounted with 1 terminated/tested cat6 cable at the back of each screen for signage player connection.
- C.4.2 The contractor's system shall provide digital signage solution to include the following features:

- ability to interface with CMECF, (CACD's existing courtroom calendar program)
- ability to display daily calendars for specific judges on an LCD display located outside a specific courtroom;
- ability to display case number, case name and time of proceeding
- ability to remove a previous case from the calendar when the next proceeding begins;
- ability to display each judge's specific set of courtroom rules;
- ability to display judges' names;
- ability to display date and time;
- ability to utilize XML, HTML and CSV as additional data sources;
- ability to display emergency notices;
- ability to power-off LCD screens during non-business hours and weekends;
- each of the 24 courtroom signs need to have a specific staff friendly interface for adhoc scheduling requirements, including but not limited to special hearings, urgent unscheduled matters or ceremonies without any chance of making changes to the wrong sign;
- The above mentioned staff friendly interface for adhoc messages will also include radio style buttons to toggle on/off messages such as "witnesses excluded" or "closed hearing" that appear as a banner in addition to standard calendar; and
- dashboard to show current content displayed on all 24 courtroom screens (perhaps a webpage with up-to-date thumbnail images that include the sign name and location)

## **C.5 MONUMENT, WAYFINDING AND FREE STANDING KIOSKS**

C.5.1 The contractor's system shall provide a robust interactive touchscreen judge directory and courtroom calendaring experience one would expect to find in a newly constructed federal courthouse including detailed wayfinding information to all courtrooms and other public spaces within the courthouse and include the following features:

- ability to display full screen emergency alerts and banners initiated by authorized or external triggers (earthquake, bomb threat, active shooter, etc.) and may be triggered by Court Security Officers, General Service Administration (GSA) or US Marshals Service;
- ability to power-off signs during non-business hours and weekends, prolonging hardware life and dramatically reducing energy consumption (leed) <http://www.usgbc.org/leed>;
- ability to automatically email or SMS text notification or alert when a sign is having trouble or stops functioning, this configuration allows for one or many staff members to receive the notifications; and
- Monument and free standing kiosks will provide access to CACD's public website.

C.5.2 Equipment:

- The monument located in lobby entrance consists of two 65" touch screens mounted side by side on a vertical freestanding wall.
- These screens will be installed and ready to connect to small form signage players by HDMI, Cat6, USB and A/C Power.
- The system will be made ADA compliant with the use of a wheelchair icon displayed on the touchscreens, when this icon is pressed the touchscreen controls will adjust to the bottom of the touchscreen surface and be easily accessible by someone in a wheelchair

- Seven free Standing Kiosks with 22" touchscreens will be located on floors 4,5,6,7,8,9 and 10 will also be installed by CACD. These kiosks will ready to connect to small form factor signage players by HDMI, Cat6 and A/C Power.

## **C.6 WAYFINDING DESTINATIONS**

C.6.1 CACD anticipates 110 wayfinding destinations.

C.6.2 First Floor wayfinding destinations:

- cafeteria
- coffee shop
- courtyard
- elevators
- first exits
- Fiscal section – directions to Edward R. Roybal Federal Building
- Guard station
- Human Resources section – directions to Edward R. Roybal Federal Building
- Intake section – directions to Edward R. Roybal Federal Building
- Jury Annex (Accessible from courtyard)
- Jury Assembly Room
- Post Indictment Arraignment – Directions to Edward R. Roybal Federal Building
- ProSe Clinic – Directions to Edward R. Roybal Federal Building
- restrooms
- stairwells
- vending machines
- Restaurants located near the courthouse

C.6.3 Mezzanine Level wayfinding destinations:

- adaptive use courtroom
- elevators
- stairwells

C.6.4 Second Floor wayfinding destinations:

- attorney lounge
- Chambers 2A
- Chambers 2B
- elevators
- nurse
- Pretrial section
- Probation section
- restrooms
- stairwells

C.6.5 Third Floor wayfinding destinations:

- elevators
- restrooms
- stairwells
- US Marshals Service

- C.6.6 Fourth Floor wayfinding destinations:
- Alternative Dispute Resolution
  - Clerk of Court
  - Chambers mailboxes
  - Court Reporter mailboxes
  - Elevators
  - Information Technology Section
  - law library
  - restrooms
  - stairwells

- C.6.7 Fifth Floor wayfinding destinations:
- Chambers 5A
  - Chambers 5B
  - Chambers 5C
  - Chambers 5D
  - Chambers 5E
  - Courtroom 5A
  - Courtroom 5B
  - Courtroom 5C
  - Courtroom 5D
  - elevators
  - restrooms
  - stairwells

- C.6.8 Sixth Floor wayfinding destinations:
- Chambers 6A
  - Chambers 6B
  - Chambers 6C
  - Chambers 6D
  - Chambers 6E
  - Courtroom 6A
  - Courtroom 6B
  - Courtroom 6C
  - Courtroom 6D
  - elevators
  - restrooms
  - stairwells

- C.6.9 Seventh Floor wayfinding destinations:
- Chambers 7A
  - Chambers 7B
  - Chambers 7C
  - Chambers 7D
  - Chambers 7E
  - Courtroom 7A
  - Courtroom 7B

- Courtroom 7C
- Courtroom 7D
- elevators
- restrooms
- stairwells

C.6.10 Eight Floor wayfinding destinations:

- Chambers 8A
- Chambers 8B
- Chambers 8C
- Chambers 8D
- Chambers 8E
- Courtroom 8A
- Courtroom 8B
- Courtroom 8C
- Courtroom 8D
- elevators
- restrooms
- stairwells

C.6.11 Ninth Floor wayfinding destinations:

- Chambers 9A
- Chambers 9B
- Chambers 9C
- Chambers 9D
- Chambers 9E
- Courtroom 9A
- Courtroom 9B
- Courtroom 9C
- Courtroom 9D
- elevators
- restrooms
- stairwells

C.6.12 Tenth Floor wayfinding destinations:

- Chambers 10A
- Chambers 10B
- Chambers 10C
- Chambers 10D
- conference room
- Courtroom 10A
- Courtroom 10B
- Courtroom 7C Multi Defendant
- elevators
- restrooms
- stairwells

## **C.7 ROOM SCHEDULING / BOOKING**

### **C.7.1 Room Booking Terms:**

- Hoteling: Can be empty offices, desks or workstations available to use on a day to day basis
- Quiet rooms: Can be described as small rooms with space for one, two, or three people to work.

### **C.7.2 The contractor's system shall provide a room scheduling solution with the following features:**

- integration to CACD's existing email calendaring system (Lotus Notes and MS Exchange), CACD anticipates migrating to MS Exchange in the near future;
- ability for users to book/update/edit reservations directly from the touchscreen, web page, mobile device or email client;
- ability to request additional predetermined room resources during booking (LED screen, projector or furniture layouts), the request will generate and email the appropriate departments with notification requests;
- ability to view available rooms from touchscreen mounted outside of each conference room;
- ability to "check in" from touchscreen and show the room as "in use" or automatically release the room if meeting participant does not "check in " within a specified amount of time (to prevent no shows);
- ability to produce reports on room usage, issues and users;
- ability to report issues for specific room from touchscreen with the list of choices based on the equipment located in the specific room, for example "projector bulb burned out;"
- ability to request IT assistance from touchscreen and automatically generate and send an email to IT;
- ability to require approval to schedule certain rooms, for example property management or Space and Facilities for authorization;
- ability, if necessary, to require pass code when scheduling from touchscreen to prevent misuse;
- ability to have touchscreens sleep after a specified period of time and possibly turn off on weekends to prolong equipment life and conserve energy;
- ability to interact with external devices such as i-beacon and RFID;
- ability to display emergency notifications rapidly; and
- Contractor's room scheduling solution shall provide the ability to book/update/edit hoteling and quiet rooms from CACD's web page, mobile device or email client.
- 

### **C.7.3 Touchscreens will have the ability to display News, Weather, RSS feed, date and time, in addition to room booking. These screens will be located outside of each conference room and meeting space.**

- Touchscreens must have the option to be recessed or wall mounted.
- Touchscreens should be approximately 10" in size
- Touchscreens must have LED indicator lights to show room availability from a distance (red "in use" and green "available")
- Touchscreens must be powered by POE

- CACD take care of installing the provided touchscreens and connect each to a POE switch with cat6 wiring.

#### C.7.4 Non-Touch Room Schedule Screen

- CACD will install (1) free standing kiosk outside of the Jury Assembly Room Entrance from the court yard. This screen is not interactive.
- This screen will provide a calendar view of the Jury Annex events
- CACD will install the contractor provided small format signage player and connect screen with an HDMI cable, Cat6 and A/C power.

#### C.7.5 EPS (Electronic Paper Signs)

- Contractor Provided EPS signs will be installed by CACD at specified hotel and quiet rooms.
- EPS signs shall be approximately five inches to seven inches in size and be battery powered (preferred) or powered by POE.
- EPS signs mounted to hoteling cubicles will display cubicle number, first/last name and telephone number of person reserving the space and include the court seal
- EPS signs outside of quiet rooms will display cubicle number, first/last name and telephone number of person reserving the space and the court seal.

### **C.8 JURY ASSEMBLY INFOTAINMENT**

#### C.8.1 The contractor's system shall provide a digital signage solution with the following features:

- ability to display DIRECTV on multiple screens
- ability to overlay the DIRECTV signal with a border and the following information:
  - scrolling filtered news feed (censored to prevent display of certain topics)
  - Local Weather
  - Date and Time
- ability to utilize XML, HTML and CVS as additional data sources;
- ability to resize DIRECTV feed and display badge numbers of potential jurors from Jury Management System (JMS);
- ability to "chime" when next group of jurors is displayed on the screen;
- ability for LED screens to power off during non-business hours and on weekends;
- ability to display emergency notifications;
- integration into CACD's existing JMS system (Jury Management Software)
- provide user interface to call jury panels when they are needed.
- CACD will install all LED screens and provide cat6 cable at the back of each screen for connection to signage players.

#### C.8.2 Cafeteria Jury Notification Screen

The contractor's system shall provide a digital signage solution with the following features:

- integration into CACD's existing JMS system as mentioned in section C.8.1
- display jury related information along with a scrolling filtered news feed (censored to prevent display of certain topics), Weather, Date and Time;
- ability for LED screens to power off during non-business hours and on weekends;
- CACD will install all LED screens and provide cat6 cable at the back of each screen for connection to signage players.

[END OF SECTION C]

Section D Packaging and Marking

D.1 Clause 2-45, Packaging and Marking (AUG 2004)

(a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

(b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices (e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature).

(end)

[END OF SECTION D]



Section E      Inspection and Acceptance

E.1 The following clause(s) are incorporated by reference into Section E (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below for further information):

Clause Number	Clause Title	Clause Date
2-5B	Inspection of Services	April 2013

[END OF SECTION E]

Section F Deliveries or Performance

F.1 Place of performance includes the following location:

United States District Court – Central District of California  
Western Division – First Street Courthouse  
350 First Street  
Los Angeles, CA 90012

F.2 Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the awarded contract, the contractor shall immediately notify CACD's Contracting Officer and COR by telephone or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this awarded contract.

F.3 The following clause(s) are incorporated by reference into Section F (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below for further information):

Clause Number	Clause Title	Clause Date
2-60	Stop-Work Order	January 2010

[END OF SECTION F]

Section G Contract Administration Data

G.1 Payment terms are NET30 upon successful installation and training and upon receipt of an approved invoice. Contractor shall submit invoices electronically to CACD's Contracting Officer or USPS:

United States District Court  
Central District of California  
Attn: Accounts Payable, Suite 523  
312 North Spring Street  
Los Angeles, CA 90012

G.2 The following clause(s) are incorporated by reference in Section G (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below for further information:

Clause Number	Clause Title	Clause Date
7-1	Contract Administration	January 2003
7-5	Contracting Officer's Representative	April 2013
7-125	Invoices	April 2011

G.3 Clause 6-20, Insurance – Work on or Within a 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 this 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.

(end)

G.4 Clause 7-10, Contractor Representative (JAN 2003)

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

[END OF SECTION G]

Section H Special Contract Requirements

H.1 The following clause(s) are incorporated by reference into Section H (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I for further information):

Clause Number	Clause Title	Clause Date
1-1	Employment by the Government	January 2003

[END OF SECTION H]

Part II – Contract Clauses

Section I Contract Clauses

I.1 The following clause(s) are incorporated by reference into Section I (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), included in full text below, for further information):

Clause Number	Clause Title	Clause Date
B-20	Computer Generated Forms	January 2003
1-5	Conflict of Interest	August 2004
1-10	Gratuities of Gifts	January 2010
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy of Security Safeguards	January 2003
3-25	Protecting the Judiciary’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	June 2014
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	June 2014
3-45	Anti-Kickback Procedures	June 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	June 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	June 2012
3-105	Audit and Records	April 2011
3-120	Order of Precedence	January 2003
3-160	Service Contract Act of 1965	June 2012
3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multi-Year and Option Contracts)	June 2012
3-180	Fair Labor Standards Act and Service Contract Act – Price Adjustment	April 2011
3-205	Protest after Award	January 2003
3-300	Registration in the System for Award Management (SAM)	April 2013
7-20	Security Requirements	April 2013
7-25	Indemnifications	August 2004
7-30	Public Use of the Name of the Federal Judiciary	June 2014
7-35	Disclosure or Use of Information	April 2013
7-40	Judiciary-Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-135	Payments	April 2013
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-185	Changes	April 2013
7-195	Excusable Delays	January 2003

7-210	Payment for Emergency Closures	April 2013
7-215	Notification of Ownership Changes	January 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	January 2003
7-230	Termination for Default (Fixed Price – Products and Services)	January 2003
7-235	Disputes	January 2003

I.2 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>

I.3 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 [at any time during the base year, with [\_7\_] days' notice]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(end)

I.4 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   30   calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least   60   calendar days 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   5   years.

(end)

[END OF SECTION I]

Part III – List of Documents, Exhibits, and Other Attachments

Section J List of Attachments

Attachment Number	Document Name	Number of Pages
1	Service Contract Act Wage Determination No.: 2015-5613 Revision No.; 3 Date of Revision: 12/29/2015	10
2	WHD Publication 1313 (Revised April 2009)	2

[END OF SECTION J]



Part IV – Representations and Instructions

Section K Representations and Certifications, and Other Statements of Offerors

K.1 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 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 Marshal Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guan, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  - Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, The Maldives Islands, or Nepal)
  - Individual/concern, other than one of the preceding.

K.2 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. §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 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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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 the 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.

(end)

K.3 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 his 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

(end)

K.4 Provision 3-130, Authorized Negotiators (JAN 2003)

The offeror represents that the following person(s) are authorized to negotiate on its behalf with the judiciary in connection with this solicitation:

Name: _____	Name: _____
Title: _____	Title: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
Fax: _____	Fax: _____

[END OF SECTION K]

Section L Instructions, Conditions, and Notice to Offerors

L.1 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 Number	Provision Title	Provision Date
3-85	Explanation to Prospective Offerors	August 2004
3-95	Preparation of Offers	April 2013
3-100	Instructions to Offerors	April 2013
3-210	Protests	June 2014
7-60	Judiciary-Furnished Property or Services	January 2003

(end)

L.2 Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a fixed price type of contract under this solicitation, based on lowest priced technically acceptable offer, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

L.3 Inquiries

All questions regarding this solicitation are to be sent via email to [shelly\\_root@cacd.uscourts.gov](mailto:shelly_root@cacd.uscourts.gov). The page number, section, and paragraph number of the solicitation applicable to each question are to be cited. Answers to questions will be provided to all potential Offerors in an amendment to this solicitation, as appropriate. Individual responses to email messages will not be sent.

L.4 Solicitation Copies and Enclosures

Only one (1) copy of the solicitation will be furnished to any individual firm. It shall be the responsibility of the individual firm to reproduce additional copies for its use.

#### L.5 Format and Instructions for Proposal Submission

The following are to be submitted to the Contracting Officer at the address shown in Block 7 of the SF33:

- a) Copy of the Business Proposal, Technical Proposal, and Assumptions, Conditions, or Exceptions. A cover letter may accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of CACD, excluding pricing information which is strictly limited to the price proposal.
- b) SF33, Solicitation, Offer and Award, completed and signed by the Offeror, constitutes the Contractor's acceptance of the terms and conditions of this solicitation USDC16\_AV272016. Therefore, the SF33 shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. The Offeror shall complete Blocks 12 through 18, including the signature. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.
- c) Offerors shall thoroughly examine and follow the requirement for the entire contents of each section of the solicitation document, without exception. Failure to do so shall be at the Offeror's own risk.
- d) The Court will not pay any Offeror's preparation costs in developing its proposal.
- e) Proposal Preparation.

The proposal is to consist of three parts (1) Business Proposal, (2) Technical Proposal and (3) Assumptions, Conditions or Exceptions. In the proposal, the Contractor shall demonstrate the capacity to provide the services as outlined in this Statement of Work.

#### L.6 Business Proposal

Include the following in the Business Proposal:

1. Standard Form 33: Complete Block 12, 13 and 14, as applicable; 15, 16, 17 and 18.
2. Section G, Clause 7-10 – Contractor Representative: Provide requested information.
3. Section K, Representations and Certifications, providing all requested information.
4. Price Proposal: Section B completed. Only the prices identified in Section B will be considered and no other costs will be paid.

#### L.7 Technical Proposal

The offeror's technical proposal will be used to determine whether the proposal is acceptable or unacceptable. To be considered technically acceptable, the proposal will be evaluated to determine whether the proposed services and approach meet the requirements in the solicitation and the offeror's capacity to satisfactorily perform the requirements under this solicitation. CACD will evaluate offeror's proposal for compliance with the solicitation's requirements. CACD reserves the right to conduct clarifications or discussions as necessary.

1. The offeror shall address how it intends to meet the requirements of Section C Description/Specifications/Statement of Work (SOW) of the RFP. This shall consist of a narrative for each subsection which both demonstrates the offeror understands each section and demonstrates the approach the offeror will utilize to provide the required services.
2. Past Performance References: Contractor shall submit the following information about at least three (3) past projects for which the offeror performed work similar to that required by this solicitation during the past three (3) years: the customer company name, point of contact, telephone number and email address. The contractor is advised that references may be contacted; therefore, the references should be knowledgeable of the contractor's performance.

L.8 Assumptions, Conditions or Exceptions

Identify any/all assumptions, conditions or exceptions to the terms and/or conditions of this solicitation. If none are noted, the offeror agrees to comply with all the terms and conditions. It is not the responsibility of CACD to seek out and identify assumptions, conditions or exceptions in an offeror's proposal.

L.9 **THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. CONTACT WITH ANY OTHER COURT OFFICIAL, EXCEPT THE CONTRACTING OFFICER CONCERNING THIS SOLICITATION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.**

[END OF SECTION L]



Section M Evaluation Factors for Award

M.1 Award

To be deemed technically acceptable, the offeror’s proposal shall clearly demonstrate the offeror understands each subsection in Section C and demonstrate the approach the offeror will utilize to provide the required services.

M.2 Past Performance

Past performance information provided in each offer will be reviewed to determine whether referenced past performance projects are relevant and recent. A past performance project will be considered relevant if it required the contractor to provide services similar in size, scope and complexity to the services required under this solicitation. Past performance will be considered recent if it was performed within the past three years. Information about the quality of an offeror’s past performance will be evaluated only for projects which have been determined to be both recent and relevant.

Customer references for recent, relevant past performance projects will be contacted and asked the following questions:

- Are/Were you satisfied with the courtesy and professionalism of the contractor in providing the services?
- Are/Were you satisfied with the quality and timeliness of the contractor in providing the services?
- Are/Were you satisfied with the contractor’s overall performance in providing all the services?
- Would you recommend this contractor?

The past performance of an offeror will be determined to be acceptable if responses to the quality questions are all “yes”. Any “no” responses may result in the offeror’s past performance being determined to be unacceptable. Unacceptable past performance will eliminate an offer from being considered for award.

M.3 The following provision(s) are incorporated by reference into Section M (see Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010) in Section L above for more information):

Provision Number	Provision Title	Provision Date
2-85A	Evaluation Inclusive of Options	January 2003
3-70	Determination of Responsibility	January 2003

[END OF SECTION M]

WD 15-5613 (Rev.-3) was first posted on www.wdol.gov on 01/05/2016

\*\*\*\*\*

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

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

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-5613  
Revision No.: 3  
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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: California

Area: California County of Los Angeles

OCCUPATION NOTES:

Heating, Air Conditioning, and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986-0879.

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01035 - Court Reporter		21.92
01041 - Customer Service Representative I		13.86
01042 - Customer Service Representative II		15.57
01043 - Customer Service Representative III		16.98
01051 - Data Entry Operator I		13.16
01052 - Data Entry Operator II		14.35
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		25.13
01090 - Duplicating Machine Operator		15.13
01111 - General Clerk I		12.94
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		12.60
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20

01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.51
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.39
01311 - Secretary I	17.39
01312 - Secretary II	19.45
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	28.08
01420 - Survey Worker	19.93
01460 - Switchboard Operator/Receptionist	14.51
01531 - Travel Clerk I	14.72
01532 - Travel Clerk II	16.02
01533 - Travel Clerk III	17.21
01611 - Word Processor I	15.18
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.56
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	15.47
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.28
07041 - Cook I	13.83
07042 - Cook II	15.74
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer, Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	12.94
11090 - Gardener	19.21
11122 - Housekeeping Aide	13.84
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	11.06
11260 - Pruner	13.27
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	15.77
12000 - Health Occupations	
12010 - Ambulance Driver	17.82

12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	29.02
12015 - Certified Physical Therapist Assistant	29.37
12020 - Dental Assistant	17.34
12025 - Dental Hygienist	42.23
12030 - EKG Technician	30.63
12035 - Electroneurodiagnostic Technologist	30.63
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	19.32
12072 - Licensed Practical Nurse II	21.61
12073 - Licensed Practical Nurse III	24.09
12100 - Medical Assistant	15.35
12130 - Medical Laboratory Technician	20.02
12160 - Medical Record Clerk	17.59
12190 - Medical Record Technician	19.67
12195 - Medical Transcriptionist	21.29
12210 - Nuclear Medicine Technologist	40.19
12221 - Nursing Assistant I	11.21
12222 - Nursing Assistant II	12.61
12223 - Nursing Assistant III	13.75
12224 - Nursing Assistant IV	15.43
12235 - Optical Dispenser	17.80
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	15.03
12305 - Radiologic Technologist	27.76
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
12320 - Substance Abuse Treatment Counselor	15.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	34.58
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	31.23
13058 - Library Technician	22.40
13061 - Media Specialist I	22.40
13062 - Media Specialist II	25.04
13063 - Media Specialist III	27.92
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13090 - Technical Order Library Clerk	14.57
13110 - Video Teleconference Technician	22.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	27.35

14071 - Computer Programmer I	(see 1)	27.42
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		17.82
14160 - Personal Computer Support Technician		25.73
14170 - System Support Specialist		33.06
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.73
15020 - Aircrew Training Devices Instructor (Rated)		42.03
15030 - Air Crew Training Devices Instructor (Pilot)		50.37
15050 - Computer Based Training Specialist / Instructor		34.73
15060 - Educational Technologist		36.57
15070 - Flight Instructor (Pilot)		50.37
15080 - Graphic Artist		26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.94
15086 - Maintenance Test Pilot, Rotary Wing		43.94
15088 - Non-Maintenance Test/Co-Pilot		43.94
15090 - Technical Instructor		25.70
15095 - Technical Instructor/Course Developer		31.47
15110 - Test Proctor		20.77
15120 - Tutor		20.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.37
19040 - Tool And Die Maker		24.94
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.99
21030 - Material Coordinator		23.51
21040 - Material Expediter		23.51
21050 - Material Handling Laborer		13.02
21071 - Order Filler		13.31
21080 - Production Line Worker (Food Processing)		15.99
21110 - Shipping Packer		15.08
21130 - Shipping/Receiving Clerk		15.08
21140 - Store Worker I		11.65
21150 - Stock Clerk		17.13
21210 - Tools And Parts Attendant		15.99
21410 - Warehouse Specialist		15.99
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		33.86
23019 - Aircraft Logs and Records Technician		25.91
23021 - Aircraft Mechanic I		32.01
23022 - Aircraft Mechanic II		33.86
23023 - Aircraft Mechanic III		35.13
23040 - Aircraft Mechanic Helper		22.42
23050 - Aircraft, Painter		26.85
23060 - Aircraft Servicer		25.91
23070 - Aircraft Survival Flight Equipment Technician		26.85
23080 - Aircraft Worker		27.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		27.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		32.01
23110 - Appliance Mechanic		20.11
23120 - Bicycle Repairer		15.47
23125 - Cable Splicer		36.12
23130 - Carpenter, Maintenance		27.67
23140 - Carpet Layer		21.12
23160 - Electrician, Maintenance		30.18

23181 - Electronics Technician Maintenance I	23.67
23182 - Electronics Technician Maintenance II	25.21
23183 - Electronics Technician Maintenance III	26.76
23260 - Fabric Worker	23.87
23290 - Fire Alarm System Mechanic	22.33
23310 - Fire Extinguisher Repairer	22.03
23311 - Fuel Distribution System Mechanic	28.53
23312 - Fuel Distribution System Operator	21.81
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	32.01
23381 - Ground Support Equipment Servicer	25.91
23382 - Ground Support Equipment Worker	27.04
23391 - Gunsmith I	22.03
23392 - Gunsmith II	25.48
23393 - Gunsmith III	28.81
23430 - Heavy Equipment Mechanic	29.14
23440 - Heavy Equipment Operator	35.40
23460 - Instrument Mechanic	29.84
23465 - Laboratory/Shelter Mechanic	27.14
23470 - Laborer	12.49
23510 - Locksmith	22.20
23530 - Machinery Maintenance Mechanic	28.51
23550 - Machinist, Maintenance	25.41
23580 - Maintenance Trades Helper	14.82
23591 - Metrology Technician I	29.84
23592 - Metrology Technician II	31.61
23593 - Metrology Technician III	32.85
23640 - Millwright	28.00
23710 - Office Appliance Repairer	20.86
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	28.31
23810 - Plumber, Maintenance	26.66
23820 - Pneudraulic Systems Mechanic	28.81
23850 - Rigger	28.45
23870 - Scale Mechanic	25.48
23890 - Sheet-Metal Worker, Maintenance	26.77
23910 - Small Engine Mechanic	20.44
23931 - Telecommunications Mechanic I	26.70
23932 - Telecommunications Mechanic II	28.30
23950 - Telephone Lineman	26.60
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	27.02
23970 - Woodcraft Worker	26.29
23980 - Woodworker	20.34
24000 - Personal Needs Occupations	
24550 - Case Manager	16.03
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.03
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.35
25040 - Sewage Plant Operator	31.71
25070 - Stationary Engineer	30.35
25190 - Ventilation Equipment Tender	21.27
25210 - Water Treatment Plant Operator	31.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.94
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01

27010 - Court Security Officer	32.50
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	31.01
27070 - Firefighter	32.97
27101 - Guard I	13.15
27102 - Guard II	23.77
27131 - Police Officer I	37.92
27132 - Police Officer II	42.13
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.04
28042 - Carnival Equipment Repairer	15.11
28043 - Carnival Worker	10.64
28210 - Gate Attendant/Gate Tender	14.19
28310 - Lifeguard	13.61
28350 - Park Attendant (Aide)	15.88
28510 - Recreation Aide/Health Facility Attendant	11.58
28515 - Recreation Specialist	19.66
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.76
29020 - Hatch Tender	25.76
29030 - Line Handler	25.76
29041 - Stevedore I	24.07
29042 - Stevedore II	27.45
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.65
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.87
30021 - Archeological Technician I	24.77
30022 - Archeological Technician II	26.63
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	33.86
30051 - Cryogenic Technician I	28.51
30052 - Cryogenic Technician II	31.50
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	27.72
30095 - Evidence Control Specialist	25.75
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	36.31
30222 - Latent Fingerprint Technician II	40.08
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.83
30362 - Paralegal/Legal Assistant II	27.04
30363 - Paralegal/Legal Assistant III	33.08
30364 - Paralegal/Legal Assistant IV	40.03
30375 - Petroleum Supply Specialist	31.50
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	31.50
30461 - Technical Writer I	23.62
30462 - Technical Writer II	28.89
30463 - Technical Writer III	34.96

30491 - Unexploded Ordnance (UXO) Technician I	25.83
30492 - Unexploded Ordnance (UXO) Technician II	31.26
30493 - Unexploded Ordnance (UXO) Technician III	37.46
30494 - Unexploded (UXO) Safety Escort	25.83
30495 - Unexploded (UXO) Sweep Personnel	25.83
30501 - Weather Forecaster I	28.51
30502 - Weather Forecaster II	34.70
30620 - Weather Observer, Combined Upper Air Or	(see 2) 31.00
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.26
31020 - Bus Aide	13.63
31030 - Bus Driver	19.62
31043 - Driver Courier	13.27
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	13.23
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.24
99030 - Cashier	12.13
99050 - Desk Clerk	12.65
99095 - Embalmer	24.60
99130 - Flight Follower	25.83
99251 - Laboratory Animal Caretaker I	12.12
99252 - Laboratory Animal Caretaker II	13.29
99260 - Marketing Analyst	30.70
99310 - Mortician	34.35
99410 - Pest Controller	15.19
99510 - Photofinishing Worker	16.90
99710 - Recycling Laborer	23.13
99711 - Recycling Specialist	27.14
99730 - Refuse Collector	20.64
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	10.46
99830 - Survey Party Chief	41.77
99831 - Surveying Aide	23.39
99832 - Surveying Technician	30.75
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	16.83
99842 - Vending Machine Repairer Helper	13.35

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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 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 4.174)

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

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading

and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

Conformance Process:

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

parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

# EMPLOYEE RIGHTS ON GOVERNMENT CONTRACTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

This establishment is performing Government contract work subject to (check one)

- SERVICE CONTRACT ACT (SCA) or**  
 **PUBLIC CONTRACTS ACT (PCA)**

**MINIMUM WAGES** Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.

**FRINGE BENEFITS** SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

**OVERTIME PAY** You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.


**CHILD LABOR** No person under 16 years of age may be employed on a PCA contract.

**SAFETY & HEALTH** Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.

**ENFORCEMENT** Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for: Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at [www.osha.gov](http://www.osha.gov).



For additional information:  
**1-866-4-USWAGE**   
(1-866-487-9243) TTY: 1-877-889-5627  
U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

## Walsh-Healey Public Contracts Act

**General Provisions** — This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

**Minimum Wage** — Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

**Child Labor** — Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

**Safety and Health** — No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

**Posting** — During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

## Service Contract Act

**General Provisions** — The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

**Wages and Fringe Benefits** — Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

**Safety and Health** — The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

**Notice to Employees** — On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

**Notice in Subcontracts** — The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding \$2,500.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

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**Other Obligations** — Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.

**Additional Information** — Additional Information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.