

# United States Bankruptcy Court District of South Carolina

## *Request for Quotation*

Request Date: **January 18, 2022**

Deadline for Quotes: **Friday, January 28, 2022 at 4:00 pm**

Project Site Visit/Field Measurements: **Tuesday, January 25, 2022, 10:00 am**

Project: **Divisional Office Relocation** - Relocate the US Bankruptcy Court, District of South Carolina, Spartanburg, SC, divisional offices to office space in Greenville, SC

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**To: VIA EMAIL**

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### **Special Notes:**

- This is a Request for Quotation (RFQ) for materials and services in connection with the move, reconfiguration and storage of systems and office furnishings currently located in the US Bankruptcy Court, District of South Carolina (USBC), Spartanburg Division, Donald S. Russell Federal Building & US Courthouse, 201 Magnolia Street, Spartanburg, SC 29306
- This is a request for **Open Market Pricing**.
- All work will be completed days, evenings and weekends as coordinated through the USBC and with other vendors involved in the project. The work must be completed according to the timeline provided by USBC.
- All contractors must agree to the Terms and Conditions set out in Attachment A.
- A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the **Scope of Work** section.
- **Current office and systems furniture availability, configuration, and sizes indicated in specifications are approximate and field measurements/inspections are recommended. Changes cannot be made after contract is awarded.**
- The Contractor must be willing to start work based on a Government Purchase Order. The Contractor must have a DUNS number and be listed in the SAM.gov database, or be willing to sign up immediately upon issuance of this purchase order. No down payments or advance payments will be allowed.
- All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for completion and number of crew needed to accomplish the work.
- All quotes shall include separate line items as noted in Table A.
- All quotes must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted.
- A site review for the purpose of responding to this RFQ will be conducted on **Tuesday, January 25, 2022, 10:00 am**. All interested contractors shall meet at the appointed time in the lobby of the **US Bankruptcy Court, District of South Carolina (USBC), Donald S. Russell Federal Building & US Courthouse, 201 Magnolia Street, Spartanburg, SC 29306**. Please confirm with the contracting officer, Lisa Huppertz via email by noon on **Monday, January 24, 2022**, that you will be attending the site review and the number of representatives from your company that will be attending.

- If you decide to submit a “no bid”, the Court requests you to please submit this via email to the contracting officer Lisa Huppertz by noon on **Monday, January 24, 2022**.
- Contractors may submit questions to the contracting officer at any time before the close of the RFQ submission deadline.
- Quotes are due by **Friday, January 28, 2022, at 4:00 p.m.**, regardless of when the site tour was completed.
- Quotes must be valid for 60 days from date of submission.

## **Proposals:**

Submit a proposal/quote for the material and work to be completed in accordance with the attached Statement of Work (SOW). Quotes may be mailed or e-mailed to:

**Lisa Huppertz**  
U.S. Bankruptcy Court  
1100 Laurel Street  
Columbia, SC 29201  
Phone: 803-253-3690  
Email: [lisa\\_huppertz@scb.uscourts.gov](mailto:lisa_huppertz@scb.uscourts.gov)

Questions concerning this RFQ should be addressed to the same.

# STATEMENT OF WORK

## 1.0 DESCRIPTION OF PROJECT

### 1.1 Introduction

The U.S. Bankruptcy Court has identified the need to relocate furniture and office equipment from office locations inside the U.S. District Court in Spartanburg, SC to recently acquired office space located inside a U.S. District Court in Greenville, SC. (Approximately 31 miles between the two offices).

### 1.2 Objective

The purpose of this Statement of Work is to define the requirements and scope of the project, including the specifications for the area covered by the project, the type of work to be performed and time frame for work. This will ensure that the proposals provided meet the same standards for material and workmanship.

### 1.3 Scope

The Scope of Work (SOW) has three elements:

1. The Contractor shall provide all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance of moving services for the relocation of the USBC offices, chambers and other stored furniture from its existing location on the 1st floor at the Russell Building to the 1st and 3rd floors of the Haynsworth Building in Greenville, SC, as well as items that may be stored in the basement and other locations at the Russell Building. The move will include the relocation of personal items, books, boxes/bins, furniture, supplies, computer and other equipment and any other items identified in the site visit. This work will take place over several days and may include nights and weekends. The move will require a collaboration between the movers and the contracting officer. Dates and times for the actual relocation will be coordinated with the contracting officer. The Court anticipates starting the moving process no later than 20 days from the date of the award.
2. The Contractor shall assess and plan disassembly, moving and assembly of furnishings based on drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
3. The contractor will move any identified unused furniture and other items at the Russell Building to the assigned locations in the Haynsworth Building for storage.
4. The contractor will move any identified furniture and other items currently stored in temporary locations within the Haynsworth Building to their assigned locations.

## 2.0 REQUIREMENTS

## **2.1 Special Requirements/Information:**

1. The contractor must be willing to start work based on a Government Purchase Order. Contractor must have a DUNS number and be listed in the SAM.gov database, or be willing to sign up immediately upon issuance of this purchase order. No down payments or advance payments will be allowed.
2. The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends, if necessary.
3. Contractors staff shall be skilled in the disassembly and installation of office, systems and modular furniture and there shall be sufficient members assigned to the project to meet the schedule provided by USBC.
4. All items being moved must be protected during transportation to prevent damage, and contractor must supply their own tools, padding and carts for moving furniture and any computer or other electronic equipment.
5. All quotes shall include time for contractors' staff to return after project is completed to make adjustments to furniture as needed by staff.
6. All quotes shall include cleaning (dusting/wiping down) of furniture and glass tops prior to reinstalling, as well as vacuuming of area where furniture is installed.

## **2.2 Project Site Visit**

1. The Court highly recommends the contractor **attend** the site visit that is being held **Tuesday, January 25, 2022, at 10:00 a.m.** The site visit will allow the contractor to review the existing space and contents to determine what will be moved and the best method for relocation.
2. During site visit, the contractor shall evaluate the best route for moving and loading items at the Russell Building. Parking and unloading items at the Haynsworth Building will be street parking at the front building entrance. There are wide stairwells and elevators for furniture placement on the 1<sup>st</sup> and 3<sup>rd</sup> floors.

## **2.3 Supervision and Labor**

1. The Contractor shall designate one staff employee as the lead on this project. to oversee activities. The designated employee shall be available and accountable during this project to oversee performance of all obligations under this contract, with visits to each location. The designated employee shall work directly with the USBC contracting officer.
2. All contractor staff must have the technical knowledge and experience with dismantling and reassembling office furniture, including systems and modular furniture, and shelving.

## **2.4 Materials and Equipment**

1. Contractor shall provide a sufficient number of mobile, plastic, moving bins, as well as tape, labels, markers and other materials necessary for storing and packing computer monitors and peripherals, supplies, personal and other items to be moved within 7 days of contract award and removed two (2) weeks after completion of move. Contractor shall provide detailed instruction on how to properly label the bins so that the items are delivered to the correct location in

the new space. These instructions should accompany the delivery of the boxes/bins and other materials.

2. Contractor shall provide sufficient number of boxes for packing items for long term storage.
3. Contractor must have carts sufficient to transport large quantities of books in a way to allow packing, loading and unloading in proper order to allow for proper placement on new shelving (if applicable).
4. Contractor shall have sufficient furniture blankets and other protective material to safely transport furniture.

## 2.5 Services

The contractor shall perform the following tasks as part of the USBC move:

1. Load, cart and off-load in order, all books and periodicals identified by court staff. Diagrams will be placed on each shelving unit to indicate the order for placement (if applicable).
2. Working with USBC staff, pack, transport and off-load specific items and supplies identified by court staff.
3. Disassemble as needed, wrap, transport and reinstall or store on site at the Haynsworth Building all furniture identified by court staff.
4. Disassemble, reconfigure and reinstall existing furniture as identified in drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
5. Dismount, move and reattach wall mounted shelving and storage units identified by court staff (if applicable).
6. Transport all boxes/bins labeled for moving to the designated locations.
7. Transport all computer and copier equipment including IT equipment racks. The Copier and the IT equipment racks will be prepared for moving by Court staff to be moved by the Contractor. Unpacking and preparation for operation of this equipment will be completed by Court staff.
8. Wrap, pack, and move seals, artwork, photos, and paintings as included on itemized lists provided by the Court during the site visit. It will **not** be the Contractor's responsibility to hang items on walls.
9. Pack and transport all refuse and recycling receptacles.
10. Dust and wipe down all furniture after the move including glass.
11. Provide up to (2) contractor staff members and associated equipment for two (2) days following the move, between 9:00 am and 3:00 pm each day, to adjust moved items as directed by court staff. This includes re-attaching shelving, moving furniture, adjusting heights of tables, etc. as required and directed by court staff.
12. Adequately protect areas such as, but not limited to, floors, walls, elevators, stairs, and the general premises, and removal of such protection from the premises. Contractor shall be responsible for any damage that occurs as a result of actions by its employees.
13. Remove all surplus move-related packing materials from the premises once move is completed.
14. Vacuum and clean all areas at the Haynsworth Building impacted by the move.

15. As both buildings are occupied by other agencies, the contractor shall make every effort to keep noise and obstructions to a minimum.

The USBC shall perform the following task as part of move:

1. Pack and unpack all personal and miscellaneous items.
2. Pack and setup computers and printers.
3. Prepare copiers and IT equipment racks for transportation and setup in new location.
4. Have contracting officer and other USBC employees on site to help direct movers as needed.

### 3.0 DELIVERABLES

#### 3.1 Itemized Quote

1. Contractor shall provide an itemized proposal with costs associated with each service based on the types of services listed in Table A below. Contractors will work with the USBC to count and identify furniture to be moved. All work involves furniture located at the Russell Building and moved to the Haynsworth Building as noted above. Please provide a line item for each of the services to be performed.

Table A.

Location	Work Required
All	Provide a sufficient number of boxes, bins, tape, labels, markers and other materials necessary for storing and packing computer monitors, peripherals, supplies, personal and other items identified to be packed by court staff
Chambers and Clerk's Offices	Move and reinstall or store all office furniture to the Haynsworth Building, including but not limited to, modular furniture, desks, credenzas, lateral files, bookcases, filing cabinets, chairs, sofas, end tables, etc. Setup in Haynsworth Building according to provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
Clerk's Office -IT Server Room & Equipment	Reconfigure, move and reinstall certain systems furniture, components and hardware racks to the Haynsworth Building based on provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit. USBC staff will reconnect and configure components upon satisfactory delivery and placement of items.
Courtroom	Move and reinstall all office furniture to the Haynsworth Building including but not limited to furniture, chairs, lectern, plexiglass social distancing barriers, computer monitors, and other IT equipment as identified in the drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
Conference & Public Areas	Move and reinstall or store conference area furnishings to include tables, chairs, credenzas, decorative items, etc. Setup in the

Location	Work Required
	Haynsworth Building will be according to provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
Kitchenette	Move and reinstall small appliances and miscellaneous items from kitchenette to areas designated on provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
Stored furnishings within the Haynsworth Bldg	Move and assemble Court furnishings stored at the Haynsworth Building to the locations designated on provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
All	Provide boxes for items for long term storage (if any identified).
All	Provide two (2) employees for two (2) days of after-move services to assist with adjustment of placed items and relocation of boxes, carts, books, furniture, etc. as needed.

### 3.2 List of Employees

1. Contractor must submit names of employees to the contracting officer within two weeks of contract award. This will allow the Court to notify the US Marshall's Service prior to the commencement of this contract.

### 3.3 Damage and Damage Reports

1. Contractors will be responsible for any damage to building, infrastructure, furnishing, flooring, etc., during work being performed.
2. Contractor shall provide a written report of any damage to furniture, equipment, personal items, walls, floors, building, etc. detailing how the damage occurred and what will be done for repair or restitution. Reports must be presented within 24 hours of each occurrence.

### 3.4 Schedule for Performance and Delivery/Milestone Schedules

1. A decision for awarding the contract will be made when funding is available.
2. A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.
3. A detailed work schedule will be arranged once the contract is awarded. The Contractor will work with the Contracting Officer to complete a final schedule within 14 days of award.

### 3.5 Review Period for Deliverable

1. The Court will review each area with the contractor's designated employee within 24 hours of completion of installation. Any discrepancies will be noted and must be addressed within 48 hours of the review.

### 3.6 Acceptance Criteria for Deliverables

The following criteria will be used to evaluate the performance of the contractor to meet the contract requirements:

1. All mobile, plastic, moving bins, labels, tape, markers, and other material necessary for packing items to be relocated to new space shall be delivered to the Russell courthouse within 7 days of contract award.
2. All long-term storage boxes (if any required) shall be delivered to the Russell courthouse within 7 days of contract award.
3. All identified furniture removed from the Russell Building shall be installed or stored at the Haynsworth Building as shown in provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit. All furniture moved and reinstalled at the Haynsworth Building shall be cleaned and in working order.
4. All packed bins and boxes shall be relocated from the Russell Building to the Haynsworth Building and placed according to provided drawings and itemized lists of furniture and IT components provided by the Court during the site visit.
5. All trash, packing materials, blankets, etc., shall be removed and space at the Russell Building and Haynsworth Building completely vacuumed and cleaned upon completion of the move.
6. All packing bins shall be picked-up and removed from the Haynsworth Building two weeks after the move is completed.

#### **4.0 ENVIRONMENT**

##### **4.1 Locations for Performance**

1. All work will be conducted in occupied space at the Donald S. Russell (Russell) Courthouse located at 201 Magnolia Street, Spartanburg, SC, and the Clement F. Haynsworth (Haynsworth) Building at 300 East Washington Street, Greenville, SC.

##### **4.2 Work Site Conditions**

Unless directed otherwise by the Project Manager, the Contractor shall:

1. Perform work under this contract in such a manner as to not to interrupt or interfere with the operation of activities within the buildings and surrounding facilities.
2. Store its apparatus, supplies, materials, and equipment in an orderly fashion so as not to interfere with the progress of the Contractor's work, the work of the building occupants and visitors or any other contractor at work in the building.
3. Be responsible for determining and accommodating any delays en route to or within the buildings due to such conditions as road construction, obstruction, assemblies, etc. The USBC is not responsible for any costs or delays related thereto.
4. Dispose each day any and all garbage, food containers, and related waste in proper disposal containers and remove said waste from the premises.
5. Use locations identified in the Russell site visit for loading and unloading of all items related to the move.

##### **4.3 WORK SITE DAMAGES**

1. Any damage, including damage to finished surfaces, resulting from the



performance of this contract will be repaired to the General Services Administration's (GSA), and USBC's satisfaction at the Contractor's sole expense, except such as may be directly due to the sole negligence of employees of the building owners and occupants.

**4.2 Government Furnished Property**

1. No equipment, materials or service of any kind shall be provided by the Court.

**4.3 Contractor Furnished Material**

1. The contractor must furnish all equipment and materials needed to perform the Scope of Work. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the Court.

# ATTACHMENT A - TERMS AND CONDITIONS

## APPLICABLE JUDICIARY TERMS AND CONDITIONS

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

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

(end)

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

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)

Clause 3-180 Clause 3-180 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAR 2019)

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)

Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

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

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

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

(end)

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

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_\_\_\_ 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 \_\_\_\_\_ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months) (years).

(end)

#### 4. Incorporation of Department of Labor Wage Rate Determination

*(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)*  
See Attachment B.

## SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

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

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

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

(end)

### Solicitation Provisions Incorporated by Reference

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

### Additional Solicitation Provisions

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

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

(end)

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
  - Hispanic American
  - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
  - Individual/concern, other than one of the preceding.

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

The offeror  does  does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
  - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
  - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

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

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

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

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

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

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

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

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

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

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

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

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

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services –](#)

[Requirements](#), will not be included in any resultant contract to this offeror; and

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

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

**ATTACHMENT B – DEPARTMENT OF LABOR WAGE  
DETERMINATION**



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

Wage Determination No.: 1998-0379  
 Daniel W. Simms Division of | Revision No.: 41  
 Director Wage Determinations | Date Of Last Revision: 10/20/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.95 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 2021. 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: South Carolina

Area: South Carolina Counties of Abbeville Anderson Cherokee Greenville Greenwood Laurens Oconee Pickens Spartanburg Union

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>Food &amp; Lodging:</b>		
07041 - Cook I		12.61
07042 - Cook II		14.96
07070 - Dishwasher		9.44
07130 - Food Service Worker		10.21
07260 - Waiter/Waitress		9.44
11060 - Elevator Operator		9.44
11210 - Laborer Grounds Maintenance		10.21
11240 - Maid or Houseman		10.21
99030 - Cashier		10.21
99050 - Desk Clerk	(see 1)	10.21
<b>Halfway House &amp; Residential Community Treatment:</b>		
01011 - Accounting Clerk I		12.82
01012 - Accounting Clerk II		13.77
01111 - General Clerk I		11.82
01311 - Secretary I		14.73
01611 - Word Processor I		11.82
07041 - Cook I		12.61
07042 - Cook II		14.96
07070 - Dishwasher		9.44
07130 - Food Service Worker		10.21
11150 - Janitor		10.21
11210 - Laborer Grounds Maintenance		10.21
11240 - Maid or Houseman		10.21
23370 - General Maintenance Worker		13.31
27101 - Guard I		11.58
27102 - Guard II		12.36
99050 - Desk Clerk	(see 1)	11.82
<b>Moving &amp; Storage:</b>		
21020 - Forklift Operator		12.61
21050 - Material Handling Laborer		11.04
21110 - Shipping Packer		12.61
21410 - Warehouse Specialist		12.61
31361 - Truckdriver Light		12.61
31362 - Truckdriver Medium		13.31
31363 - Truckdriver Heavy		14.17
31364 - Truckdriver Tractor-Trailer		14.96

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. 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).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years and 4 after 20 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 nine paid holidays per year: New Year's Day  
Washington's Birthday Memorial Day Juneteenth National Independence Day  
Independence Day Labor 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) Rates are applicable only under the appropriate occupational category.

\*\* 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order 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 Wage and Hour Division U.S. Department of Labor 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 decision to the contractor.
  
- 6) The contractor informs the affected employees.

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

When preparing a conformance request the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to 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."