

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

JOHN M. DOMURAD
Clerk

DANIEL MCALLISTER
Chief Deputy



Hanley Courthouse
100 S. Clinton Street
Syracuse, NY 13261

Request for Quotation

Request Date: January 3, 2024
Deadline for Quotes: January 31, 2024
Field Inspection: By appointment only
Project: Albany WiFi Data Wiring - Hanley

This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. District Court (USDC), Northern District of New York Cyclical Maintenance Plan of the James T. Hanley Courthouse, located at 100 S. Clinton Street, Syracuse, NY 13261. This is a request for Open Market Pricing.

- This request does not commit the government to pay for any costs incurred in the preparation of the submission of your offer or to contract for supplies or service should none of the vendors meet the necessary specifications.
- 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 technically acceptable offer. Offers are evaluated based on price. Award may be made to the lowest-priced offer or quote which meets the technical requirements outlined in the statement of work and is made by a responsible offeror, subject to the availability of funds. The court reserves the right to issue a purchase order awarding all, some, or none of the project. No additional funds will be awarded to the awarded contract for any corrections or errors due to failure of the contractor to examine the project or to thoroughly understand the nature and extent of the work to be performed. Technical specifications are listed in the attached Scope of Work (SOW). Vendors are urged to submit their best and final offer because no negotiations will take place after offers are received.
- The awarded vendor will be required to register with SAM.gov or complete the Court's AO213 form before a purchase order will be issued. Vendors are required to do such within two days of notification of award.
- All quotes shall be accompanied by a detailed, line item cost estimate and a proposed schedule of operations, including estimated times for completion and number of crew needed to accomplish the work. The proposal shall include all costs associated with the project. No amendments shall be allowed after award has taken place.
- Proposals 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.
- Drawings will only be provided at a site visit and are for reference only. Field measurements are recommended. Changes cannot be made after award.

- The contractor must be willing to start work based on a purchase order. No down payment or advance will be allowed
- Contractor must submit names of employees for security clearance within two weeks of award. Employees must be fingerprinted by the Court during normal business hours by appointment only.
- A site review for the purpose of responding to this RFQ will be available by appointment only. Please request a visit by contacting Daniel Harrigan and Michelle Capozzi via email to schedule a time to visit the space.
- Contractors may submit questions via email to Daniel Harrigan and Michelle Capozzi. The deadline for submission of questions is January 11, 2024 at noon. Responses will be shared with all contractors submitting proposals.
- Quotations are due on or before January 31, 2024
- Quotes must be valid through March 31, 2024
- Contractors will be responsible for any damage to the building, furnishing during the course of work being performed.

Quotes:

Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work. All proposals should be detailed how work will be accomplished and acknowledge compliance with the RFQ. Quotes may be emailed, mailed or hand delivered to:

Michelle Capozzi
 U.S. District Court
 100 S. Clinton Street
 Syracuse, New York 13261
 Tel: (315) 234-8548 Fax: (315) 234-8654
 Email: michelle_capozzi@nynd.uscourts.gov

Questions concerning this RFQ should be addressed to the same.

STATEMENT OF WORK (SOW)

Description of Project

1.1 Parties

Contractor: The “contractor” includes the contractor, the contractor’s employees, any subcontractor/supplier, or subcontractor’s/supplier’s employees who provide services to the court on behalf of the contractor at a specified price.

Court: The “court” includes one or all of the following judicial agencies of the United States District Court for the Northern District of New York: the District Court Clerk’s Office, the Pretrial/Probation, and the Bankruptcy Court. Court projects may also include shared projects between the court agencies.

General Services Administration (GSA): GSA is an independent federal government agency that leases space to other federal government agencies including the court.

1.2 Introduction

The USDC has developed a Cyclical Maintenance Plan to help with space and facilities upkeep. This plan includes a data wiring schedule

1.3 Objectives

The project is part of the Court’s Cyclical Maintenance Plan which has identified wiring at the Hanley Courthouse for install in 2024. The project aims to replace this wiring in an efficient and timely manner, with minimal disruption to the Court schedule.

1.4 Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate the wiring of the U.S. District Court, U.S. Bankruptcy Court and U.S. Probation Office of the Hanley Courthouse, 100 S. Clinton Street in Syracuse, NY. The specific details of the SOW are outlined in the attached in the Judiciary Project Requirements.

1.5 Requirements

- Any contractor providing a quote for this project must have at least five years’ experience with commercial level construction and have the manpower, equipment and tools required to complete the work to industry standards.
- Any contractor providing a quote is strongly encouraged to schedule a site visit, as noted above.
- Before repair or installation of services commence, the contractor must inspect the work site and ascertain all information necessary for the diligent performance of the contract requirements. The contractor must notify the POC of any conditions that might prevent the performance of these requirements.
- Contractor will attend a pre-construction meeting prior to project start to finalize schedule

- Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the industry
- The Supervisor shall be available to oversee and inspect all work completed, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract
- The Supervisor shall be available at the start of the shift to the USDC Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities
- All contractor staff and subcontractors must have the technical knowledge and experience with the required demolition, construction, electrical, plumbing and any other trades required by the contract
- The contractor will work at the convenience of the court and must be available to complete the work days, evenings and weekends as dictated by the project scope of work
- Number of crew members shall be appropriate for amount of work to be completed in a given night
- All crew members must receive a security clearance and obtain an access badge through the Court prior to starting work on the project and return the badges upon completion of the project. Payment will not be made until badges are returned
- The Court & GSA must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

1.6 Contractor Acknowledgments

In addition, what is outlined in the SOW, contractor acknowledges the following conditions:

- Contractor will order, receive and store any new material as defined in the SOW until installation;
- All work shall be completed during regular business hours between 7:30 a.m.- 4:00 p.m., or as otherwise outlined in the SOW or arranged with the court
- Building will be occupied for the full duration of work
- Project to be completed to the satisfaction of the court and GSA
- All materials, trash, debris and equipment must be picked up from site at end of each day
- The court is not responsible for any material, tool, or equipment left at the project site
- Each phase of work is subject to inspection at any time
- Contractor will be responsible for any damage to the building
- Contractor will be responsible to project adjacent work areas and finish surfaces from damage
- Contractor shall field verify all measurements
- Contractor will have access to a loading dock but must share access with other vendors and contractors as needed
- Contractor will have access to elevators keeping notice of weight limits
- Any and all additional work necessary to complete the project as outlined in the SOW to meet industry and manufactures standards and to the satisfaction and approval of the Court and GSA
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A&B

The intent of the SOW and conditions provided above is to convey the work that will be covered under the contract when awarded. However, failure to identify incidental items that would be required to achieve the scope provided, will not constitute a change order

The Court shall perform the following task as part of the project:

- Remove any impacted furniture and equipment to allow for wiring in the space

1.7 Deliverables

The list below identifies the main deliverables included in Syracuse WiFi Wiring SOW and will be required to complete the project. Please see the attached SOW and drawings for a more detailed list. Also noted, contractor should take field measurements to confirm accuracy.

- New CAT 6 Ethernet lines per court specifications;
- New wall faceplates and surface mount boxes and wire mold as necessary

1.8 Schedule for Performance and Delivery/Milestone Schedules

- A decision for awarding the contract will be made within two weeks
- A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded
- A detailed work schedule will be arranged once the contract is awarded and crews have received clearance
- Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submitting of partial invoices shall be limited to once a week
- Contractor may submit final invoice once project has been inspected and accepted as completed by the court and GSA

1.9 Review Period for Deliverable

The Court will review each deliverable with the Supervisor within 24 hours of completion of installation. Any discrepancies will be noted and must be addressed within 72 hours of the review

1.10 Acceptance Criteria for Deliverables

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

- Removal of existing wiring as outlined in project requirements
- Installation of new wiring as outlined in project requirements
- All trash, remnants, etc. shall be removed and space completely cleaned upon completion of installation
- Remaining materials to be moved to storage upon the discretion of the court

1.11 Environment

Space will be occupied during this install.

1.12 Locations for Performance and Points of Contact

Location:

All work will be conducted at the James T. Hanley Courthouse, U.S. District Court, 100 S. Clinton Street, Syracuse, NY 13261

Points of Contact:

The following individuals will be the main points of contact for this project:

Michelle Capozzi, Procurement Administrator (315) 447-5320 (cell)

Michelle_Capozzi@nynd.uscourts.gov

Daniel Harrigan, Network Administrator (518) 360-7094 (cell)

Daniel_Harrigan@nynb.uscourts.gov

1.13 Access to Judiciary IT Networks

At no time shall the contractor have access to the Judiciary IT Network or Bench and Bar Wi-Fi.

1.14 Government Furnished Material

Except for relocation of furniture and equipment, no equipment, materials or service of any kind shall be provided by the Court

1.15 Contractor Furnished Material

The contractor must furnish all equipment and materials needed to perform the SOW. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the court. In addition:

- Unless otherwise agreed between the parties, the contractor must furnish and use supplies, materials and equipment that are commercially available products of reputable manufactures or suppliers. These supplies, materials, and equipment may not harm or damage the surfaces to which they are applied, or any other part of the building, its contents or equipment
- The POC must approve and determine the suitability of the supplies, materials, and equipment used by the contractor before the contractor starts work. Note: The contractor cannot perform work that involves asbestos or lead paint removal. The court must refer this work to GSA for abatement
- The contractor must supply warranty information on products, materials and workmanship
- The contractor must post Material Safety Data Sheets (MSDS) for all products used in this project at the job site that could pose a health risk, such as glue, paint, solvents, etc. Additionally, the contractor must provide a copy of the MSDS to the Court. GSA reserves the right to prohibit the presence, storage, or use of any hazardous material in the building
- The contractor will be responsible for moving all appliances and equipment necessary to perform each project

1.16 Utility Shutdowns

Contractor must give the court 72 hours advance notice of any required utility shutdowns. All utility shutdowns and/or fire/safety test must be coordinated with the GSA Building Manager

1.17 Safety and Health

All work must comply with the applicable OSHA and EPA requirements of 29 CFR §§ 1910 and 1926 and 40 CFR § 761. All work must comply with the applicable state and municipal safety and health requirements. If the applicable regulations conflict, the most stringent regulation applies. In addition:

- The contractor must provide the materials, barriers, and safety equipment necessary to protect pedestrians and property during the implementation of this contract
- The contractor must provide all necessary safety equipment, ensure that the equipment is used properly, and ensure that safety procedures used are adequate for the job being performed
- The contractor must report any accidents that occur on the job site to the court

- The contractor shall remove all hazardous materials brought into the courthouse at the conclusion of each work day or night and at the conclusion of the project unless other arrangements have been made with the court. If any hazardous materials are left in the courthouse at the conclusion of the project, the contractor shall return to collect and properly dispose of the materials of the contractor will be changed for the disposal of those materials
- Any construction project should consider Indoor Air Quality (IAQ) in design and implementation. If applicable, during demolition, dust and noise control must be included. During construction activities, dust and noise, as well as odors and vapors must be controlled. Paints, varnishes, stains, solvents, etc. are to be low or non-VOC (volatile organic compounds), unless no alternatives are available (documentation of such must be provided). Activities that may negatively impact other tenants in the building will be required to be conducted after normal working hours (after 6:00 p.m. and before 7:00 a.m. weekdays or on weekends) with prior approval by the Court. Ventilation needed to control odors, dust, VOCs, etc., either for protection of construction workers or deteriorated IAQ of building tenants, will be the responsibility of the courts

1.18 Security Drawings and Building Documents

Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective contractors. In support of this requirement, the court requires contractors to:

- Limit reproduction, dissemination, or disclosure of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- Use reasonable care to safeguard any drawings or solicitation documents provided by the court; and
- Make every reasonable and prudent effort to destroy or render useless drawings and solicitation documents, except for the contractor's record copy

1.19 Workmanship

- The contractor must accomplish all work in accordance with the best practices of the trade and coordinate and schedule all work with the POC. In addition:
- The contractor must use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods needed for the proper completion of the work

1.20 Clean-up

- The contractor must remove all debris generated in the performance of this contract on a daily basis. The contractor may not use the dumpster or trash receptacles within the building. Any cost associated with ordering a dumpster for this project shall be paid for by the contractor. The contractor will inform the POC if a dumpster is needed.
- The contractor must remove and dispose of all unused materials, containers, wrappings, trimmings, and other debris accumulated during performance of this contract.
- Upon completion of this project, the contractor must clean the space before leaving. Cleaning must include, but is not limited to, wiping down surfaces from construction dust, removing all tape, vacuuming carpets, and cleaning floor tile.

1.21 Quality, Performance, and Acceptance

- The court will periodically inspect all work during the performance of the contract to assess the quality of work being performed. The contractor and court will agree to address all performance issues immediately after they are discovered whether by the contractor or the court
- The court monitors contract performance closely to ensure that required end-items are delivered on time and are in compliance with the statement of work
- Work shall be completed within the agreed upon schedule after the post award meeting is held with the court and the contractor. Extensions may be granted, but only with prior approval of the court
- Upon completion of the project, the POC will conduct a walk-through with the contractor to inspect the work. The POC will ensure that the work has been satisfactorily completed and confirms with requirements set forth in the contract. The POC has the right to reject any unsatisfactory material or workmanship.

Attachment A: Terms and Conditions

APPLICABLE JUDICIARY TERMS AND CONDITIONS

1. **Procurement Provisions, Clauses, Terms and Conditions.** Once the contractor has accepted a purchase order, by either signing the purchase order or providing the service, this RFQ and SOW will become the basis for the contract. The contractor selected for this award must abide by all the terms and conditions listed below.

(A) 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>.

(B) 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>.

(C) 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.

- (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 ☐ or is not ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected then one sub-type is required)
- ☐ Black American Owned
- ☐ Hispanic American Owned
- ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- ☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- ☐ Individual/concern, other than one of the preceding.

The following provision is included by reference:

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>

The following clauses and provisions are included by reference:

Provision 2-15, Warranty Information (JAN 2003)

Provision 2-70, Site Visit (JAN 2003)

Clause 2-20B, Contractor Warranty (JAN 2010)

Clause 2-20C, Warranty of Services (JAN 2003)

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

Clause 3-160, Service Contract Labor Standards (MAR 2019)

(In accordance with the Department of Labor Web site, the minimum wage shall be determined by the contractor from the list on the Department of Labor's website including fringe benefits as determined by the Secretary of Labor)

Clause 3-305, Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)

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

The judiciary plans to award a firm fixed price 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.

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

Clause 7-55 Contractor Use of Judiciary Networks (JUN2014)

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

Clause 7-115, Availability of Funds (JAN 2003)

Attachment B: Department of Labor Wage Determination

"General Decision Number: NY20230026 12/22/2023

Superseded General Decision Number: NY20220026

State: New York

Construction Type: Building

County: Onondaga County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/10/2023
2	06/30/2023
3	09/22/2023
4	12/22/2023

ASBE0030-003 05/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 38.50	25.04

BRNY0002-020 07/01/2018

	Rates	Fringes
TILE SETTER.....	\$ 31.81	17.50

BRNY0002-021 07/01/2017

	Rates	Fringes
BRICKLAYER (Includes Pointing, Caulking, and Cleaning).....	\$ 33.16	19.77

CARP0277-024 07/01/2022

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 30.15	20.41

CARP1163-003 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 30.20	23.83

ELEC0043-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and Sound and Communication Systems).....	\$ 44.00	3%+30.17

ENGI0158-002 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe..	\$ 41.42	29.17

Crane.....	\$ 41.42	29.17

* IRON0060-014 07/01/2023		
	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 33.00	30.83

LABO0633-008 06/01/2018		
	Rates	Fringes
LABORER		
Common or General.....	\$ 23.88	19.60
Mason Tender - Brick.....	\$ 23.88	19.60

PAIN0031-003 05/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 23.25	21.21
PAINTER (Brush and Roller).....	\$ 23.25	21.21

* PAIN0677-005 05/01/2023		
	Rates	Fringes
GLAZIER.....	\$ 26.80	24.19

PLUM0267-014 05/01/2019		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 35.51	24.57
PLUMBER.....	\$ 35.51	24.57

ROOF0195-004 06/01/2023		
	Rates	Fringes
ROOFER.....	\$ 32.25	25.51

SFNY0669-003 01/01/2023		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.15	28.24

SHEE0058-009 05/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Including Installation of HVAC Duct, Metal Flashing, and Siding (Aluminum, Metal, Vinyl)).....	\$ 34.25	22.60

* UAVG-NY-0001 01/01/2019		

	Rates	Fringes
PAINTER: Spray.....	\$ 24.29	22.00

* UAVG-NY-0002 01/01/2019		

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 23.95	21.45

SUNY2016-003 08/02/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.53	15.59
LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 29.18	17.72
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 20.89	10.46
LABORER: Pipelayer.....	\$ 20.47	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 36.17	17.76
OPERATOR: Bulldozer.....	\$ 31.03	20.05
OPERATOR: Forklift.....	\$ 33.14	21.04
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.19	17.42
OPERATOR: Roller.....	\$ 28.51	12.31

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Attachment C: Drawings

Drawings provided at site visit only

Attachment D – Project Requirements

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

John M. Domurad
Clerk of Court

Daniel R. McAllister
Chief Deputy



**Federal Building and Courthouse
P.O. Box 7367
Syracuse, New York 13261-7367
(315) 234-8500**

JUDICIARY PROJECT REQUIREMENTS

Project Summary

The project consists of the following:

- Installation/move of (27) CAT 6 Ethernet lines from various locations in Syracuse Courthouse. UL Listed and CSA Certified Category 6 cables. Shall meet TIA/EIA 568-B1-B3, with addenda, component level requirements for category 6 cable.
- Provide surface mount wall boxes where required
- Provide wire mold where required

Scope of Work

- Test and certify Ethernet lines
- Label all necessary ports & plates
- All cables from Server Room on 7th floor enter through the drop ceiling into hollow columns or surface mount drops.
- Dress and manage newly installed Ethernet lines neatly

New Work in the Foley Courthouse

Contractor shall move/install and terminate as follows:

- Contractor to install (2) CAT6 lines from network closet to identified locations on the 1st floor
- Contractor to install (3) CAT6 line from network closet to identified locations on the 2nd floor
- Contractor to install (7) CAT6 lines from network closet to identified locations on the 3rd floor
- Contractor to install (4) CAT6 lines from server room to identified locations on the 7th floor
- Contractor to install (2) CAT6 lines from the network closet to identified locations on the 10th floor
- Contractor to install (5) CAT6 lines from the network closet to identified locations on the 11th floor
- Contractor to install (4) CAT6 lines from the network closet to identified locations on the 12th floor

Contractor Furnished Material and Equipment

- Wall faceplates shall be designed with flush port openings to accept jacks
- Wall faceplates shall not extend more than 6mm from the face of the wall
- Wall faceplates shall have an integrated label holder with a clear plastic cover
- Wall faceplates color: White for light colored walls; Black for dark walls or wood
- Floor box faceplates shall be designed for use within floor boxes
- Patch panels shall be rated to meet channel warranty requirements with integrated labels for front and rear

- Panels shall be modular type and shall allow standard jacks to be utilized. Maximum ports per panel: 48

Work Schedule

Work can be completed during normal business hours. Space is ready for immediate start