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UNITED STATES DISTRICT COURT
Northern District of California
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102

SECTION A: REQUEST FOR PROPOSAL LICENSE FOR OFFSITE TRANSCRIPTION SERVICES

SOLICITATION: Dated Issued: 9/26/2012

Issued by: United States District Court 450 Golden Gate Avenue, Rm. 16-1120 San Francisco, CA 943102	Address offer to: United States District Court Attn: Debra Centanni 450 Golden Gate Avenue, Rm. 16-1120 San Francisco, CA 94102
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REQUEST FOR PROPOSAL

Proposals in original and 1 copy for furnishing the services herein will be received at the place specified above or hand carried, in the depository located at: 450 Golden Gate Avenue 16-1120, SF, at 2:00 p.m. on 10/16/2012	
For Information Call: Debra Centanni	Telephone No.: 415-522-2070

OFFER (Must be fully completed by vendor)

The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if the proposal is accepted by the Government in writing within 120 calendar days after the date that proposals are due.			
Name and Address of Vendor		Name and Title of Person Authorized to Sign Proposal	
TIN No.:		DUNS No.:	
Telephone No.	Signature		Date
Acknowledgment of Amendments:		3.	
1.		4.	
2.		5.	

AWARD

This revocable, non-exclusive licensing agreement (hereinafter referred to as the "License"), is between the United States District Court (the "Court"), located at 450 Golden Gate Avenue, Rm. 16-1120, San Francisco, as administered by Richard W. Wieking ("Clerk") and "Vendor." This writing, including all attachments, constitutes the entire agreement and supersedes any and all prior communications and/or agreements, oral or written, between the parties, concerning the subject matter of this License. This License can be amended only by a written instrument executed by both parties.

Name of Contracting Officer: Helene McVanner	UNITED STATES OF AMERICA (Signature of Contracting Officer)	Award Date:
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SECTION B: SERVICES AND PRICES

The Vendor shall charge the public for services under this License, as follows. Only one price per service will be accepted. Estimates are the anticipated number of each service required by the public during the license period of **twelve months**. These estimated quantities are for the vendor's use in calculating prices and for the Government evaluation of prices and are **estimates only**. They are not guaranteed minimum or maximum quantities.

B2 Background

- a) The court may have transcripts prepared by professional transcription services. Included are firms or individuals that have been certified by the American Association of Electronic Reporters and Transcribers (AAERT) or provisionally approved by the AO.
- b) While the Judicial Conference does not permit the AO to maintain a central listing of certified transcribers, a court may keep a local list of transcribers certified by AAERT or provisionally approved by the AO.
- c) The Government may not require all of the services listed below. If the estimate block shows "Not Required," then the service will be neither evaluated nor awarded. Offerors should not provide a price for a service unless an estimate is shown.

PRICES must be whole numbers. Fractions such as \$.095 cannot be proposed and are unacceptable.

1. Ordinary Transcript Charge (30 day):

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	500		

2. 14-Day Transcript Charge:

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	200		

3. Expedited Transcript Charge (7 day):

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	100		

4. Hourly Transcript Charge (2 hours):

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	50		

5. Realtime Transcript Charge:

Courthouse Location(s)	Estimated Transcript pages X	Price per page=	Extend Price for Transcript:
<i>All Locations</i>	500		

For purposes of evaluation, the TOTAL PROPOSED PRICE shall be determined by multiplying the price for each required item by the estimated quantity for that item and then adding the extended prices for all of the required items to arrive at the total.

Methods of Payment: The Vendor shall be responsible for the collection of all fees for services provided under the license agreement. The vendor must accept **cash, money orders, and cashier's checks.**

NOTE: See subparagraphs L.3 Proposal Submission Instructions and G.1 Collection of Fees.

SECTION C: STATEMENT OF WORK - OFF-SITE

C.1 Service and Location. The United States Government is seeking to enter into a license agreement for the provision of transcribing services to the public, as described below, at the United States District Court, located at the following location: *450 Golden Gate Ave, Rm 16-1120, San Francisco, CA 94102. 280 South First Street, Rm 2112, San Jose, CA 95113. 1301 Clay Street, Rm 400S, Oakland, CA 94612. 514 H Street, Eureka, CA 95501.*

The services shall be performed at the Vendor's place of business. The transcription services are for the public. Vendors shall not provide transcribing services to the Court under this license agreement.

C.2 Space and Facilities. "RESERVED"

C.3 Equipment.

- a) **Stenograph Machines.** Machines must be owned or leased, operated and supplied by the Vendor, who also is responsible for all repairs. Equipment malfunctions will not excuse failure of the Vendor to perform under the terms of this agreement. Vendor must provide an adequate number of machines to ensure that the transcribing services required in Section B are accomplished within the times specified in C.9 and C.10.
- b) **Personal Computer.** To access electronically available court files the vendor must use Public Access to Court Electronic Records (PACER) Service. The vendor must obtain its own PACER account through the PACER Service Center 1-800-676-6856 and provide its own computer and printer to view, download and/or print electronic court data.

C.4 Removal of Files. Vendors shall be responsible for the integrity and safe return of all court records in its possession. The Clerk shall prescribe the time and manner in which the Vendor shall obtain and/or return court records and shall furnish such instructions, in writing, to the Vendor upon award of the license agreement. The Clerk reserves the right to modify the time and manner in which the Vendor shall obtain and return court records and shall provide the Vendor written notice of any change.

The Clerk or a designated deputy may, from time to time, request that case records be returned to the Clerk's office. The requested records must be in the possession of the Clerk's Office within [insert time period] from the time of the request.

Vendors must at all times ensure the security of court records in their possession. Unauthorized removal, destruction, mutilation or obliteration of any file or document filed in the custody of the Clerk constitutes a felony under Title 18, Section 2071 of the U.S. Code. Files must be returned in the same condition and filing order as when removed. Failure to return files to the Clerk's Office in accordance with the provisions of this section is grounds for immediate termination of the license agreement.

C.5 Maintenance and Supplies. Vendors shall be responsible for all costs associated with machine repairs and supplies (for example, ribbon and paper) and shall be further responsible for the ordering, delivery and storage of all supplies and the installation and removal of all equipment.

C.6 Training. Upon award of the license, the Court shall provide one training session on identification of court documents for Vendor's employee(s). Thereafter, Vendor will be responsible for the training of its employee(s).

C.7. Turnaround Time. Vendors shall satisfy requests for transcriptions as follows:

- a) "Ordinary Transcript" A transcript to be delivered within thirty (30) calendar days after receipt of an order.
- b) "14-Day Transcript" A transcript to be delivered within fourteen (14) calendar days after receipt of an order.
- c) "Expedited Transcript" A transcript to be delivered within seven (7) calendar days after receipt of an order.
- d) "Daily Transcript" A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day.
- e) "Hourly Transcript" A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.
- f) "Realtime Transcript" A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment.

C.8 Authorized services to be provided: The license agreement awarded herein grants to the Vendor a license to use the official records of the United States District Court, Northern District of California, for the purpose of providing copies of these records to the public. No services other than those expressly specified under this license agreement are authorized to be performed by the Vendor. Any effort by the Vendor to use these court records for any purpose other than those specified herein may be grounds for immediate termination of this agreement.

The Vendor is not authorized to impose any charges which are not expressly set forth under the terms of this license agreement. The assessment of any charges, other than those agreed to under the license agreement, may be grounds for immediate termination of this agreement.

a. Transcription Charge:

The transcription charge applies to all copies made by the Vendor, whether from court hard copy records or from the court's automated system(s). Under no circumstances may the per page transcription charge exceed the cost limitations mandated by the Judicial Conference.

[Attachment J-4]

Definition of “Document” - For purposes of this statement of work, “document” shall be defined as one complete pleading, item, or paper, including any attachments thereto. Examples include, but are not limited to, an order, a motion, a brief, a memorandum, or a letter. In Bankruptcy Courts, the petition and schedules should be considered one document if filed together, as reflected in the court’s docket. Similarly, the schedules and or amendments, if filed separately from the petition, should be considered one document if all are filed at the same time.

Following is a list of services the Vendor must perform as part of the per page transcription charge for documents retrieved electronically:

1. Retrieving the file in accordance with the procedure prescribed by the Clerk;
2. Removing the file(s) to be transcribed and,
3. Transcribing the file (s),
4. The person or transcription firm designated to transcribe the proceedings recorded by electronic sound recording must authenticate the original transcript and each copy with a certification on the last page.

b. Transcription Formatting:

The Judicial Conference prescribed the transcript format in 1944 to assure that each party is treated equally throughout the country. JCUS-SEP 44, Appendix. Although the Conference has made some adjustments from time to time, the format has remained substantially the same. It is essential that the format requirements be followed because minor changes result in significant monetary losses to parties. No court, judge, supervisor, reporter, or transcriber may authorize a deviation from the requirements set forth by the Judicial Conference. The per-page transcript rates are based on strict adherence to the prescribed format. The format standards incorporate government standards for archival materials and assure that all transcript produced in federal courts is produced on the same basis.

- i. Transcripts may be sold in computer diskette [electronic media] form in ASCII format, or other format requested by the ordering party and agreed to by the court reporter or transcriber, whether they represent originals, first copies, or additional copies.
- ii. Each page of transcript sold on diskette must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and electronic media may not contain any protection or programming codes that would prevent copying or transferring the data." JCUS-SEP 91, p. 65.
- iii. To conform to available technology, the Judicial Resources Committee recommended, and the Judicial Conference approved, an amendment to the transcript format guidelines to delete the requirement that words be hyphenated at the end of a line of transcript text. JCUS-MAR 95, p. 22.

- iv. On recommendation of the Committee on Judicial Resources, the Conference modified the transcript format guidelines to provide an exception to the requirement that each page of transcript contain 25 lines of text. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions in jury trials when the transcript is produced under the daily or hourly delivery schedule and the exception is approved by the presiding judicial officer. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript which includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review. [JCUS-MAR 96](#), p. 26.

c. Realtime

Unedited transcript sold on any electronic media may be in ASCII format, or any other format requested by the ordering party and agreed to by the court reporter. It should include any notations made to the electronic file by the ordering party during proceedings. Electronic media may not contain any protection or programming codes that would prevent copying or transferring the data. The transcript format guidelines prescribed by the Judicial Conference apply to realtime unedited transcript with the following exceptions:

- i. Realtime unedited transcript sold on any electronic media may be in ASCII format, or any other format requested by the ordering party and agreed to by the court reporter.
- ii. It should include any notations made to the electronic file by the ordering party during proceedings.
- iii. Electronic media may not contain any protection or programming codes that would prevent copying or transferring the data.
- iv. The transcript format guidelines prescribed by the Judicial Conference apply to realtime unedited transcript with the following exceptions:
 - v. Realtime unedited transcript must be clearly marked as such with a header or footer which appears at the top or bottom of each page of transcript stating, "Realtime Unedited Transcript Only."
 - vi. The realtime unedited transcript should not include an appearance page, an index, or a certification.
 - vii. The electronic media label may be of a different color than that used on diskettes containing the text of certified transcript and hand stamped with the words, "Realtime Unedited Transcript Only."

SECTION D: PACKAGING AND MARKING NOT APPLICABLE

SECTION E: INSPECTION

E.1 Records Maintenance and Inspection. The Vendor shall maintain, through appropriate accounting procedures and methods, and the Clerk or his designee shall have the right to examine and audit, all books, records, documents received by the vendor. This right of examination shall include inspection at all reasonable times of the Vendor's facility.

SECTION F: PERIOD OF PERFORMANCE/DELIVERABLES

F.1 Term of License Agreement. The term of the agreement will be **12 months** from the date of execution. At the expiration of **12 months**, provided this license agreement has not been terminated by either party prior to such time, the license agreement shall have no effect. The agreement shall not be extended.

F.2 Record of Transcribing. Vendors shall maintain and submit to the Clerk of Court, a Report of Orders Received [Attachment J-3]. This is a record of the services provided under the license agreement and shall be furnished to the Clerk on a monthly basis no later than the 10th day of the following month.

SECTION G: LICENSE ADMINISTRATION

G.1 Collection of Fees. The Vendor shall be responsible for the collection of all fees for services provided under the license agreement. The Government will not safeguard or deposit funds, provide change or any start-up or termination funds. Vendor must display or otherwise make known in advance to requesters, the fees for services provided under the license agreement.

The Vendor must accept cash, money orders, and cashier's checks. In no event shall the Vendor be permitted to charge any additional fees, such as processing fees, for any payment methods, regardless of the method selected for inclusion in this proposal.

The performance of transcription services for a requestor and the collection of fees is entirely between the requestor and the Vendor. Collected fees are not received for the United States and shall be retained by the Vendor. Vendors may not charge any fee that exceeds a fee the Clerk could charge for the same service under applicable laws and rules of the Judicial Conference of the United States. The Court reserves the right to perform transcription services itself, or through any alternative of its choosing.

The Government's responsibility is to ensure that charges for transcription and related services are fair and reasonable to the public. The Clerk reserves the right to reject any charges that the Clerk deems to be unreasonable. No fees may be increased.

G.2 Hours of Operation

Business Hours - Vendor shall be open to the public Monday through Friday, excluding legal holidays and official court closings, during the hours of 9:00 a.m. and 4:00 p.m. to provide services under this agreement.

Access to Court Records - The Vendor shall have access to court records electronically Monday through Friday, excluding legal holidays and official court closings.

G.3 Delegation. The Procurement Liaison officer (PLO) may delegate administration authority under this License in writing to any employee of the Clerk's Office.

G.4 Notice. Any notice required to be given hereunder may be given by registered mail addressed to the party to be served with notice addressed to the Clerk at 450 Golden Gate Avenue, Rm. 16-1120, San Francisco, CA 94102 and to the Vendor's address, or such other address as may be furnished to the Clerk in writing by the Vendor.

G.5 Transfer and Assignment. The Vendor shall not assign or transfer this License, or any interest herein, nor any claim arising hereunder.

SECTION H: SPECIAL PROVISIONS

H.1 Laws and Ordinances. In the exercise of any privilege granted by the License, the Vendor shall comply with all applicable state, municipal and local laws, and all applicable laws, rules, orders, regulations and requirements of the United States and its governmental departments and bureaus.

H.2 Conduct. Vendors will be providing services to the public and all conduct by Vendors may affect the public's opinion of the Court. Therefore, Vendors are expected to provide timely, courteous service to the public, and conduct business in a fashion befitting the Court at all times.

H.3 Expenses. Any cost, expense or liability incurred by the Vendor connected with or in any manner incident to the granting, exercise or relinquishment of this License shall be assumed and discharged by the Vendor.

H.4 Taxes. It is the responsibility of the Vendor to pay all federal, state, local or other taxes, if any, that may result from operations under this License.

H.5 Nondiscrimination. The Vendor agrees that no person will be discriminated against in connection with the use made by the Vendor of the Premises on the grounds of race, color, sex, religion, handicap, age or national origin, nor will any person be denied the benefits of, or be subjected to discrimination under, any program or activity held, conducted or sponsored by the Vendor, or any activity, program or use made of the Premises by the Vendor. The breach by the Vendor of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the License.

The Vendor will obtain a written agreement from each person or firm who, through contractual or other arrangements with the Vendor, provides services, benefits or performs work on the Premises, whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon Vendor by this License. The Vendor shall furnish a copy of each such agreement to the Clerk.

H.6 Revocation/Termination. The Clerk may terminate the license at any time for cause upon the Vendor's failure to comply with any of the terms of the license. Either party may voluntarily terminate the license agreement without cause and without liability for any termination costs, provided that the terminating party delivers to the other party written notice at least thirty (30) days in advance of the termination date. The agreement may also be terminated by the Clerk at any time should a flaw in the contracting process be discovered.

H.7 Vendor not an Agent. The Vendor is not an agent of the United States and is not acting on behalf of the United States in exercising the privileges granted by this License. The Vendor shall not misrepresent this relationship to the public. Any order for copy services in accordance with this License shall constitute an agreement solely between the Vendor and the requestor.

H.8 Service Contract Act. This license agreement contains the most recent wage determination on file from the Department of Labor, Wage and Hour Division. The Government has requested an updated wage determination for this agreement from the Department of Labor, Wage and Hour Division. It is the responsibility of the Vendor to acquire information with regard to the prevailing wage rates and fringe

benefits and to pay the prevailing wage rates and fringe benefits. Vendor may not increase charges as a result of the receipt of the determination.

[This provision is not applicable to agreements with a value of less than \$2,500.]

SECTION I: CONTRACT CLAUSES

I.1 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

- a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
- b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

I.2 Clause 7-35 Disclosure of Information (APR 2010)

- a) Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer. This clause takes precedence over and is an explicit limitation to the rights enumerated in section (d)(2) of Clause 6-60, "Rights in Data – General."
- b) To the extent the information is otherwise publicly available; it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.
- c) The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject
- d) The person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641 That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to

\$10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with unauthorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

- e) Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others. .
- f) Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.
- g) The judiciary and contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the contractor shall consult with the contracting officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- h) The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.
- i) The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.
- j) The contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the contracting officer. The contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the contracting officer, except as access may be necessary for authorized employees of the contractor to perform services under this contract.
- k) Notwithstanding any other provision of this contract, the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document to a private person without the express written permission of the

contracting officer. Notwithstanding any other provision of this contract, the contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the contracting officer.

I.3 Clause 7-20, Security Requirements (APR 2011)

. Include the following clause as prescribed in § 330.10.30(o) and § 715.55(e)

a) Definitions. As used in this clause:

"Access" means physical entry into, and to the extent authorized, mobility within, a judiciary facility.

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "judiciary facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the judiciary.

"Judiciary IT resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(b) Requirements.

Contractor employees working on this contract must complete such forms as may be necessary for security purposes or other reasons. Completed forms shall be submitted as directed by the Contracting Officer's Technical Representative (COTR). Depending upon the level of access required to judiciary facilities or IT resources for performance of the work, contractor employees may be subject to any of the following types of security checks:

- Fingerprint
- Check Credit
- Check National Agency
- Check with Inquires (NACI)
- National Agency Check with Inquiries and Credit (NACIC)
- National Agency Check with Law and Credit (NACLIC)
- Single Scope Background Investigation (SSBI)
- Single Scope Background Investigation – Periodic Reinvestigation (SSBIPR)
- Public Trust Special Background Investigation (PTSBI)
- Citizenship and Immigration Services (CIS) Check

Contractor employees visiting court sites to provide support covered under this contract may be subjected to additional FBI screening and U.S. Marshal inspection.

(c) Exemption.

Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information: employee's full name, Social Security Number, and place and date of birth.

(d) Facility Access Cards (FAC).

The contractor shall be responsible for all Facility Access Cards or other government identification cards issued to the contractor's employees and shall immediately notify the COTR if any Facility Access Card(s) cannot be accounted for. The contractor shall notify the COTR immediately whenever any contractor employee no longer has a need for his/her judiciary-issued FAC (e.g., employee terminates employment with the contractor, employee's duties no longer require access to judiciary facilities). The COTR will instruct the contractor as to how to return the FAC. Upon expiration of this contract, the COTR will instruct the contractor as to how to return all judiciary-issued FACs not previously returned. The contractor shall not return FACs to any person other than the individual(s) named by the COTR.

(e) Control of access.

The judiciary shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to judiciary facilities and IT resources. The COTR will notify the contractor immediately when the judiciary has determined that an employee is unsuitable or unfit to be permitted access to a judiciary facility following the completion of any of the security checks/investigations listed in (b) above, or as a result of new information obtained at any time during the contractor's performance. The contractor shall immediately notify such employee that he/she no longer has access to any judiciary facility and/or judiciary IT resources, remove the employee from any such facility that he/she may be in, and provide a suitable replacement who must comply with the requirements of this and other applicable clauses. In addition, the Contracting Officer may require the contractor to prohibit individuals from access to judiciary facilities or IT resources if the judiciary deems their initial or continued access contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(f) The Contractor

The contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may be required to have routine physical access to a judiciary facility or routine access to a judiciary IT resource.

(g) The Judiciary

The judiciary reserves the right to refuse to grant facility access for any contractor employee who has been convicted of a felony.

I.4 Clause 7-25, Indemnification (AUG 2004)

- a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
- b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.
- c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
- d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.
- e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the

custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

- f) *Judiciary Liability* The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

I.5 Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)

- a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.
- b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

I.6 Clause 7-205, Payment for Judiciary Holidays (JAN 2003)

On judiciary holidays, on-site contractors are not entitled to compensation unless: 1) the contract requires the contractor to be on-site at the judiciary facility during the holiday; 2) the contract specifically provides for compensation to the contractor on Judiciary holidays; or 3) the contractor obtains approval from the Contracting Officer or designated Contracting Officer's Technical Representative to perform work at an off-site location. The following holidays are observed by the judiciary: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

I.7 Clause 7-210, Payment for Emergency Closures (AUG 2004)

During an emergency closure of the government taken in its sovereign capacity for the public good, the Judiciary is not obligated to compensate contractors during the emergency closure unless: 1) the contract specifically requires the contractor to be on-site at the Judiciary facility during an emergency closure; 2) the contract specifically provides for compensation to the contractor even when the government acts in its sovereign capacity; or 3) the contractor obtains approval from the Contracting Officer or designated Contracting Officer's Technical Representative to perform work at an off-site location.

I.8 Clause 7-235, Disputes (JAN 2003)

- a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
- b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
- c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.
- d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

I.9 Clause B-5, Clauses Incorporated by Reference (SEPT 2010)

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

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

Clause 3-160 Service Contract Act of 1965, as Amended (JUN 2012)

Service Contract Act of 1965 (JUN 2012)

Definitions

(a) "Act", as used in this clause, means the Service Contract Act of 1965 ([41 U.S.C. § 6701 et seq.](#)).

"Contractor", when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "government prime contractor."

"Service Employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, or as computer systems analysts, computer programmers, software engineers, or other similarly skilled computer employees, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) Applicability

This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor ([29 CFR part 4](#)). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of [29 CFR Part 4](#).

(c) Compensation

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification

and Rate, to the contracting officer no later than 30 days after the unlisted class of employees performs any contract work. The contracting officer will review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the contracting officer's recommendation) and all pertinent information, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division will be transmitted to the contracting officer, who will promptly notify the contractor of the action taken. 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.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract that are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken, but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division will make a final determination of conformed classification, wage rate, and/or fringe benefits which will be retroactive to the date the class of employees commenced contract work.

(3) Adjustment of Compensation

If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract, shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits

The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with [Subpart D of 29 CFR part 4](#).

(e) Minimum Wage

In the absence of a minimum-wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause will relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) Successor Contracts

If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract

setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not the employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement.

No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of [29 CFR 4.1b\(b\)](#) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in [29 CFR 4.10](#) that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in section [29 CFR 4.11](#), that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees

The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to the contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions

The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor that are unsanitary, hazardous or dangerous to the health or safety of service employees. The contractor or subcontractor shall comply with the safety and health standards applied under [29 CFR part 1925](#).

(i) Records

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) for each employee subject to the Act:

(A) name, address, and social security number;

(B) correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) daily and weekly hours worked by each employee; and

(D) any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the contracting officer, upon direction of the Department of Labor and

notification to the contractor, will take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4)The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) Pay Periods

The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, [29 CFR part 4](#)), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract

The contracting officer will withhold or cause to be withheld from the government prime contractor under this or any other government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay employees subject to the Act all or part of the wages or fringe benefits due under the Act, the contracting officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(l) Subcontracts

The contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees

If wages to be paid or fringe benefits to be furnished any service employees employed by the government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees

engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List

Not less than ten days prior to completion of any contract being performed at a federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor ([29 CFR 4.173](#)), the incumbent prime contractor shall furnish the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer will turn over such list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations

Rulings and interpretations of the Act are contained in Regulations, [29 CFR Par4](#).

(p) (1) Contractor's Certification

By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract will be subcontracted to any person or firm ineligible for award of a government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. § 1001](#).

(q) Variations, Tolerances, and Exemptions Involving Employment

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator ([29 CFR parts 520](#) and [525](#)).

(2)The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 ([29 CFR parts 520](#) and [525](#)).

(3)The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in [29 CFR parts 525](#) and [528](#).

(r) Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a state, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

(s) Tips

An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these

tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations [29 CFR, Part 31](#). However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:

(1) the employer shall inform tipped employees about this tip credit allowance before the credit is used;

(2) the employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) the employer shall be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) the use of such tip credit shall have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards

The U.S. Department of Labor has set forth in [29 CFR parts 4, 6, and 8](#) procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting office, the U.S. Department of Labor, or the employees or their representatives.

SECTION J: LIST OF ATTACHMENTS

- J-1 Reference Form
- J-2 Wage Determination – See Attachment
- J-3 Report of Orders Form
- J-4 Fee Schedule

J-1 References:

COURT References (see L.3.d)

1) Court Name: _____

Address: _____

Contact Person: _____

Phone: _____

2) Court Name: _____

Address: _____

Contact Person: _____

Phone: _____

[use additional sheets if necessary]

PRIVATE References (see L.3e):

1) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

2) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

3) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

4) Company Name: _____

Address: _____

Contact Person: _____

Phone: _____

J-2 Wage Determinations:

1. Alameda County

WD 05-2051 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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

| Wage Determination No.: 2005-2051
Diane C. Koplewski Division of | Revision No.: 11
Director Wage Determinations | Date Of Revision: 06/13/2011

State: California

Area: California Counties of Alameda, Contra Costa

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

OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 17.92
01012 - Accounting Clerk II 20.12
01013 - Accounting Clerk III 22.50
01020 - Administrative Assistant 30.87
01040 - Court Reporter 28.31
01051 - Data Entry Operator I 15.38
01052 - Data Entry Operator II 16.78
01060 - Dispatcher, Motor Vehicle 29.13
01070 - Document Preparation Clerk 15.37
01090 - Duplicating Machine Operator 15.37
01111 - General Clerk I 15.87
01112 - General Clerk II 17.31
01113 - General Clerk III 19.97
01120 - Housing Referral Assistant 28.83
01141 - Messenger Courier 14.03
01191 - Order Clerk I 16.98
01192 - Order Clerk II 18.53
01261 - Personnel Assistant (Employment) I 19.80
01262 - Personnel Assistant (Employment) II 22.18
01263 - Personnel Assistant (Employment) III 24.69
01270 - Production Control Clerk 28.05
01280 - Receptionist 17.21
01290 - Rental Clerk 18.47
01300 - Scheduler, Maintenance 23.12
01311 - Secretary I 23.12
01312 - Secretary II 25.86
01313 - Secretary III 28.83
01320 - Service Order Dispatcher 24.26
01410 - Supply Technician 30.87

01420 - Survey Worker 24.06
01531 - Travel Clerk I 15.41
01532 - Travel Clerk II 17.34
01533 - Travel Clerk III 19.53
01611 - Word Processor I 20.77
01612 - Word Processor II 23.32
01613 - Word Processor III 26.09
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 24.75
05010 - Automotive Electrician 24.95
05040 - Automotive Glass Installer 21.76
05070 - Automotive Worker 24.96
05110 - Mobile Equipment Servicer 21.71
05130 - Motor Equipment Metal Mechanic 26.06
05160 - Motor Equipment Metal Worker 23.84
05190 - Motor Vehicle Mechanic 26.07
05220 - Motor Vehicle Mechanic Helper 20.54
05250 - Motor Vehicle Upholstery Worker 22.78
05280 - Motor Vehicle Wrecker 23.84
05310 - Painter, Automotive 24.96
05340 - Radiator Repair Specialist 23.84
05370 - Tire Repairer 17.31
05400 - Transmission Repair Specialist 26.07
07000 - Food Preparation And Service Occupations
07010 - Baker 15.83
07041 - Cook I 16.43
07042 - Cook II 18.65
07070 - Dishwasher 11.28
07130 - Food Service Worker 11.00
07210 - Meat Cutter 16.59
07260 - Waiter/Waitress 11.39
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 21.13
09040 - Furniture Handler 15.26
09080 - Furniture Refinisher 21.13
09090 - Furniture Refinisher Helper 17.41
09110 - Furniture Repairer, Minor 19.28
09130 - Upholsterer 21.15
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 12.97
11060 - Elevator Operator 14.10
11090 - Gardener 23.78
11122 - Housekeeping Aide 14.89
11150 - Janitor 14.89
11210 - Laborer, Grounds Maintenance 18.29
11240 - Maid or Houseman 12.80
11260 - Pruner 17.19
11270 - Tractor Operator 21.58
11330 - Trail Maintenance Worker 18.29
11360 - Window Cleaner 15.68
12000 - Health Occupations
12010 - Ambulance Driver 23.48
12011 - Breath Alcohol Technician 23.48
12012 - Certified Occupational Therapist Assistant 25.93
12015 - Certified Physical Therapist Assistant 27.94
12020 - Dental Assistant 21.98

12025 - Dental Hygienist 46.56
12030 - EKG Technician 27.59
12035 - Electroneurodiagnostic Technologist 27.59
12040 - Emergency Medical Technician 23.48
12071 - Licensed Practical Nurse I 24.53
12072 - Licensed Practical Nurse II 27.47
12073 - Licensed Practical Nurse III 30.62
12100 - Medical Assistant 20.98
12130 - Medical Laboratory Technician 23.05
12160 - Medical Record Clerk 21.00
12190 - Medical Record Technician 23.48
12195 - Medical Transcriptionist 20.55
12210 - Nuclear Medicine Technologist 45.90
12221 - Nursing Assistant I 13.66
12222 - Nursing Assistant II 15.35
12223 - Nursing Assistant III 16.75
12224 - Nursing Assistant IV 18.81
12235 - Optical Dispenser 21.80
12236 - Optical Technician 18.22
12250 - Pharmacy Technician 21.69
12280 - Phlebotomist 18.81
12305 - Radiologic Technologist 35.21
12311 - Registered Nurse I 43.85
12312 - Registered Nurse II 53.66
12313 - Registered Nurse II, Specialist 53.66
12314 - Registered Nurse III 64.90
12315 - Registered Nurse III, Anesthetist 64.90
12316 - Registered Nurse IV 77.80
12317 - Scheduler (Drug and Alcohol Testing) 34.02
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 25.45
13012 - Exhibits Specialist II 31.05
13013 - Exhibits Specialist III 37.98
13041 - Illustrator I 24.07
13042 - Illustrator II 29.81
13043 - Illustrator III 36.48
13047 - Librarian 35.64
13050 - Library Aide/Clerk 20.80
13054 - Library Information Technology Systems 31.06 Administrator
13058 - Library Technician 26.04
13061 - Media Specialist I 22.42
13062 - Media Specialist II 25.08
13063 - Media Specialist III 27.96
13071 - Photographer I 20.39
13072 - Photographer II 22.81
13073 - Photographer III 28.23
13074 - Photographer IV 34.56
13075 - Photographer V 39.08
13110 - Video Teleconference Technician 23.30
14000 - Information Technology Occupations
14041 - Computer Operator I 19.80
14042 - Computer Operator II 22.18
14043 - Computer Operator III 24.69
14044 - Computer Operator IV 27.43
14045 - Computer Operator V 30.39
14071 - Computer Programmer I (see 1) 27.62

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 19.80
14160 - Personal Computer Support Technician 27.43
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 36.80
15020 - Aircrew Training Devices Instructor (Rated) 44.51
15030 - Air Crew Training Devices Instructor (Pilot) 53.36
15050 - Computer Based Training Specialist / Instructor 36.97
15060 - Educational Technologist 32.38
15070 - Flight Instructor (Pilot) 53.36
15080 - Graphic Artist 31.77
15090 - Technical Instructor 28.46
15095 - Technical Instructor/Course Developer 34.82
15110 - Test Proctor 22.97
15120 - Tutor 22.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 10.71
16030 - Counter Attendant 10.71
16040 - Dry Cleaner 14.57
16070 - Finisher, Flatwork, Machine 10.71
16090 - Presser, Hand 10.71
16110 - Presser, Machine, Dry cleaning 10.71
16130 - Presser, Machine, Shirts 10.71
16160 - Presser, Machine, Wearing Apparel, Laundry 10.71
16190 - Sewing Machine Operator 15.86
16220 - Tailor 17.13
16250 - Washer, Machine 12.01
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 21.02
19040 - Tool And Die Maker 26.94
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.56
21030 - Material Coordinator 26.53
21040 - Material Expediter 26.53
21050 - Material Handling Laborer 16.69
21071 - Order Filler 15.60
21080 - Production Line Worker (Food Processing) 19.56
21110 - Shipping Packer 17.51
21130 - Shipping/Receiving Clerk 17.51
21140 - Store Worker I 14.54
21150 - Stock Clerk 20.01
21210 - Tools And Parts Attendant 19.56
21410 - Warehouse Specialist 19.56
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 30.51
23021 - Aircraft Mechanic I 29.02
23022 - Aircraft Mechanic II 30.51
23023 - Aircraft Mechanic III 31.80
23040 - Aircraft Mechanic Helper 22.12
23050 - Aircraft, Painter 27.52
23060 - Aircraft Servicer 25.34

23080 - Aircraft Worker 26.87
23110 - Appliance Mechanic 24.30
23120 - Bicycle Repairer 16.15
23125 - Cable Splicer 30.82
23130 - Carpenter, Maintenance 26.08
23140 - Carpet Layer 25.09
23160 - Electrician, Maintenance 37.22
23181 - Electronics Technician Maintenance I 30.54
23182 - Electronics Technician Maintenance II 32.27
23183 - Electronics Technician Maintenance III 34.02
23260 - Fabric Worker 24.18
23290 - Fire Alarm System Mechanic 24.69
23310 - Fire Extinguisher Repairer 23.32
23311 - Fuel Distribution System Mechanic 29.93
23312 - Fuel Distribution System Operator 23.97
23370 - General Maintenance Worker 22.50
23380 - Ground Support Equipment Mechanic 29.02
23381 - Ground Support Equipment Servicer 25.34
23382 - Ground Support Equipment Worker 26.87
23391 - Gunsmith I 23.32
23392 - Gunsmith II 26.46
23393 - Gunsmith III 29.48
23410 - Heating, Ventilation And Air-Conditioning 28.32 Mechanic
23411 - Heating, Ventilation And Air Conditioning 29.77 Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 30.65
23440 - Heavy Equipment Operator 33.19
23460 - Instrument Mechanic 32.04
23465 - Laboratory/Shelter Mechanic 27.92
23470 - Laborer 16.00
23510 - Locksmith 23.20
23530 - Machinery Maintenance Mechanic 28.28
23550 - Machinist, Maintenance 27.28
23580 - Maintenance Trades Helper 17.19
23591 - Metrology Technician I 32.04
23592 - Metrology Technician II 33.68
23593 - Metrology Technician III 35.11
23640 - Millwright 32.53
23710 - Office Appliance Repairer 23.42
23760 - Painter, Maintenance 23.13
23790 - Pipefitter, Maintenance 31.65
23810 - Plumber, Maintenance 30.33
23820 - Pneudraulic Systems Mechanic 29.48
23850 - Rigger 29.56
23870 - Scale Mechanic 26.46
23890 - Sheet-Metal Worker, Maintenance 31.09
23910 - Small Engine Mechanic 20.20
23931 - Telecommunications Mechanic I 28.12
23932 - Telecommunications Mechanic II 29.56
23950 - Telephone Lineman 26.42
23960 - Welder, Combination, Maintenance 24.28
23965 - Well Driller 29.48
23970 - Woodcraft Worker 29.48
23980 - Woodworker 22.25
24000 - Personal Needs Occupations
24570 - Child Care Attendant 13.57

24580 - Child Care Center Clerk 16.04
24610 - Chore Aide 11.44
24620 - Family Readiness And Support Services 19.02 Coordinator
24630 - Homemaker 16.68
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 38.18
25040 - Sewage Plant Operator 32.79
25070 - Stationary Engineer 38.18
25190 - Ventilation Equipment Tender 27.90
25210 - Water Treatment Plant Operator 32.79
27000 - Protective Service Occupations
27004 - Alarm Monitor 29.88
27007 - Baggage Inspector 14.34
27008 - Corrections Officer 38.39
27010 - Court Security Officer 39.43
27030 - Detection Dog Handler 30.14
27040 - Detention Officer 38.39
27070 - Firefighter 36.20
27101 - Guard I 14.34
27102 - Guard II 30.14
27131 - Police Officer I 42.92
27132 - Police Officer II 47.21
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 13.91
28042 - Carnival Equipment Repairer 16.16
28043 - Carnival Equipment Worker 10.77
28210 - Gate Attendant/Gate Tender 18.04
28310 - Lifeguard 13.82
28350 - Park Attendant (Aide) 20.19
28510 - Recreation Aide/Health Facility Attendant 15.30
28515 - Recreation Specialist 17.44
28630 - Sports Official 15.85
28690 - Swimming Pool Operator 21.68
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 29.10
29020 - Hatch Tender 29.10
29030 - Line Handler 29.10
29041 - Stevedore I 27.42
29042 - Stevedore II 30.75
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 29.02
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 32.16
30021 - Archeological Technician I 23.47
30022 - Archeological Technician II 27.47
30023 - Archeological Technician III 34.44
30030 - Cartographic Technician 34.44
30040 - Civil Engineering Technician 31.67
30061 - Drafter/CAD Operator I 24.86
30062 - Drafter/CAD Operator II 27.80
30063 - Drafter/CAD Operator III 30.99
30064 - Drafter/CAD Operator IV 38.15
30081 - Engineering Technician I 18.90
30082 - Engineering Technician II 21.22
30083 - Engineering Technician III 23.73
30084 - Engineering Technician IV 29.40

30085 - Engineering Technician V 35.98
30086 - Engineering Technician VI 43.51
30090 - Environmental Technician 27.51
30210 - Laboratory Technician 23.42
30240 - Mathematical Technician 35.89
30361 - Paralegal/Legal Assistant I 23.52
30362 - Paralegal/Legal Assistant II 29.13
30363 - Paralegal/Legal Assistant III 35.65
30364 - Paralegal/Legal Assistant IV 43.11
30390 - Photo-Optics Technician 35.89
30461 - Technical Writer I 25.89
30462 - Technical Writer II 32.03
30463 - Technical Writer III 38.31
30491 - Unexploded Ordnance (UXO) Technician I 26.92
30492 - Unexploded Ordnance (UXO) Technician II 32.56
30493 - Unexploded Ordnance (UXO) Technician III 39.03
30494 - Unexploded (UXO) Safety Escort 26.92
30495 - Unexploded (UXO) Sweep Personnel 26.92
30620 - Weather Observer, Combined Upper Air Or (see 2) 27.82Surface Programs
30621 - Weather Observer, Senior (see 2) 30.90
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 14.41
31030 - Bus Driver 20.03
31043 - Driver Courier 17.77
31260 - Parking and Lot Attendant 12.24
31290 - Shuttle Bus Driver 19.22
31310 - Taxi Driver 13.64
31361 - Truck driver, Light 19.22
31362 - Truck driver, Medium 20.55
31363 - Truck driver, Heavy 21.78
31364 - Truck driver, Tractor-Trailer 21.78
99000 - Miscellaneous Occupations
99030 - Cashier 12.06
99050 - Desk Clerk 13.00
99095 - Embalmer 25.13
99251 - Laboratory Animal Caretaker I 14.45
99252 - Laboratory Animal Caretaker II 15.64
99310 - Mortician 29.47
99410 - Pest Controller 18.10
99510 - Photofinishing Worker 17.25
99710 - Recycling Laborer 24.32
99711 - Recycling Specialist 27.68
99730 - Refuse Collector 21.87
99810 - Sales Clerk 15.51
99820 - School Crossing Guard 12.89
99830 - Survey Party Chief 31.52
99831 - Surveying Aide 18.98
99832 - Surveying Technician 27.74
99840 - Vending Machine Attendant 16.67
99841 - Vending Machine Repairer 19.22
99842 - Vending Machine Repairer Helper 16.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://wdol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

2. Humboldt County

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

| Wage Determination No.: 2005-2055
Diane C. Koplewski Division of | Revision No.: 13
Director Wage Determinations | Date Of Revision: 06/13/2011

State: California
Area: California Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

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

- OCCUPATION CODE - TITLE FOOTNOTE RATE
- 01000 - Administrative Support And Clerical Occupations
 - 01011 - Accounting Clerk I 16.44
 - 01012 - Accounting Clerk II 18.46
 - 01013 - Accounting Clerk III 20.65
 - 01020 - Administrative Assistant 25.83
 - 01040 - Court Reporter 20.96
 - 01051 - Data Entry Operator I 15.96
 - 01052 - Data Entry Operator II 17.42
 - 01060 - Dispatcher, Motor Vehicle 18.84
 - 01070 - Document Preparation Clerk 14.72
 - 01090 - Duplicating Machine Operator 14.72
 - 01111 - General Clerk I 13.29
 - 01112 - General Clerk II 14.50
 - 01113 - General Clerk III 17.70
 - 01120 - Housing Referral Assistant 22.39
 - 01141 - Messenger Courier 12.25
 - 01191 - Order Clerk I 14.88
 - 01192 - Order Clerk II 16.24
 - 01261 - Personnel Assistant (Employment) I 17.40
 - 01262 - Personnel Assistant (Employment) II 19.46
 - 01263 - Personnel Assistant (Employment) III 21.69
 - 01270 - Production Control Clerk 21.81
 - 01280 - Receptionist 14.72
 - 01290 - Rental Clerk 16.57
 - 01300 - Scheduler, Maintenance 17.83
 - 01311 - Secretary I 17.83
 - 01312 - Secretary II 19.42
 - 01313 - Secretary III 22.39
 - 01320 - Service Order Dispatcher 17.35
 - 01410 - Supply Technician 25.83

01420 - Survey Worker 18.84
01531 - Travel Clerk I 13.87
01532 - Travel Clerk II 14.94
01533 - Travel Clerk III 16.05
01611 - Word Processor I 14.68
01612 - Word Processor II 16.48
01613 - Word Processor III 18.76
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 23.71
05010 - Automotive Electrician 21.36
05040 - Automotive Glass Installer 20.24
05070 - Automotive Worker 20.24
05110 - Mobile Equipment Servicer 17.99
05130 - Motor Equipment Metal Mechanic 22.49
05160 - Motor Equipment Metal Worker 20.24
05190 - Motor Vehicle Mechanic 20.99
05220 - Motor Vehicle Mechanic Helper 16.87
05250 - Motor Vehicle Upholstery Worker 19.11
05280 - Motor Vehicle Wrecker 20.24
05310 - Painter, Automotive 21.36
05340 - Radiator Repair Specialist 20.24
05370 - Tire Repairer 14.98
05400 - Transmission Repair Specialist 22.49
07000 - Food Preparation And Service Occupations
07010 - Baker 16.27
07041 - Cook I 13.92
07042 - Cook II 16.01
07070 - Dishwasher 10.27
07130 - Food Service Worker 10.39
07210 - Meat Cutter 18.28
07260 - Waiter/Waitress 11.07
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 18.40
09040 - Furniture Handler 12.60
09080 - Furniture Refinisher 18.40
09090 - Furniture Refinisher Helper 14.53
09110 - Furniture Repairer, Minor 16.47
09130 - Upholsterer 18.40
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 12.22
11060 - Elevator Operator 12.51
11090 - Gardener 16.37
11122 - Housekeeping Aide 13.76
11150 - Janitor 14.69
11210 - Laborer, Grounds Maintenance 13.40
11240 - Maid or Houseman 10.40
11260 - Pruner 13.31
11270 - Tractor Operator 15.37
11330 - Trail Maintenance Worker 13.40
11360 - Window Cleaner 15.21
12000 - Health Occupations
12010 - Ambulance Driver 17.11
12011 - Breath Alcohol Technician 17.11
12012 - Certified Occupational Therapist Assistant 25.69
12015 - Certified Physical Therapist Assistant 27.25
12020 - Dental Assistant 18.21

12025 - Dental Hygienist 41.99
12030 - EKG Technician 25.68
12035 - Electroneurodiagnostic Technologist 25.68
12040 - Emergency Medical Technician 16.57
12071 - Licensed Practical Nurse I 21.98
12072 - Licensed Practical Nurse II 24.59
12073 - Licensed Practical Nurse III 27.41
12100 - Medical Assistant 15.17
12130 - Medical Laboratory Technician 18.62
12160 - Medical Record Clerk 17.10
12190 - Medical Record Technician 19.12
12195 - Medical Transcriptionist 19.08
12210 - Nuclear Medicine Technologist 42.90
12221 - Nursing Assistant I 12.41
12222 - Nursing Assistant II 13.95
12223 - Nursing Assistant III 15.53
12224 - Nursing Assistant IV 17.44
12235 - Optical Dispenser 16.41
12236 - Optical Technician 15.75
12250 - Pharmacy Technician 17.84
12280 - Phlebotomist 17.44
12305 - Radiologic Technologist 29.94
12311 - Registered Nurse I 40.86
12312 - Registered Nurse II 49.98
12313 - Registered Nurse II, Specialist 49.98
12314 - Registered Nurse III 60.45
12315 - Registered Nurse III, Anesthetist 60.45
12316 - Registered Nurse IV 68.50
12317 - Scheduler (Drug and Alcohol Testing) 26.71
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 23.61
13012 - Exhibits Specialist II 29.25
13013 - Exhibits Specialist III 36.92
13041 - Illustrator I 22.71
13042 - Illustrator II 28.14
13043 - Illustrator III 34.42
13047 - Librarian 31.43
13050 - Library Aide/Clerk 16.05
13054 - Library Information Technology Systems 25.79 Administrator
13058 - Library Technician 17.11
13061 - Media Specialist I 20.48
13062 - Media Specialist II 22.91
13063 - Media Specialist III 25.53
13071 - Photographer I 17.88
13072 - Photographer II 21.38
13073 - Photographer III 26.50
13074 - Photographer IV 33.56
13075 - Photographer V 39.20
13110 - Video Teleconference Technician 20.53
14000 - Information Technology Occupations
14041 - Computer Operator I 16.61
14042 - Computer Operator II 18.58
14043 - Computer Operator III 20.71
14044 - Computer Operator IV 23.02
14045 - Computer Operator V 25.49
14071 - Computer Programmer I (see 1) 23.09

14072 - Computer Programmer II (see 1) 27.18
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 16.61
14160 - Personal Computer Support Technician 23.02
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 35.36
15020 - Aircrew Training Devices Instructor (Rated) 42.77
15030 - Air Crew Training Devices Instructor (Pilot) 51.27
15050 - Computer Based Training Specialist / Instructor 35.36
15060 - Educational Technologist 37.05
15070 - Flight Instructor (Pilot) 51.27
15080 - Graphic Artist 24.56
15090 - Technical Instructor 21.60
15095 - Technical Instructor/Course Developer 26.48
15110 - Test Proctor 17.84
15120 - Tutor 17.84
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 9.76
16030 - Counter Attendant 9.76
16040 - Dry Cleaner 13.10
16070 - Finisher, Flatwork, Machine 9.76
16090 - Presser, Hand 9.76
16110 - Presser, Machine, Dry cleaning 9.76
16130 - Presser, Machine, Shirts 9.76
16160 - Presser, Machine, Wearing Apparel, Laundry 9.76
16190 - Sewing Machine Operator 14.22
16220 - Tailor 15.33
16250 - Washer, Machine 10.85
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 20.22
19040 - Tool And Die Maker 24.08
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.22
21030 - Material Coordinator 21.81
21040 - Material Expediter 21.81
21050 - Material Handling Laborer 15.20
21071 - Order Filler 15.43
21080 - Production Line Worker (Food Processing) 19.22
21110 - Shipping Packer 14.55
21130 - Shipping/Receiving Clerk 14.55
21140 - Store Worker I 12.62
21150 - Stock Clerk 17.17
21210 - Tools And Parts Attendant 19.22
21410 - Warehouse Specialist 19.22
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 28.72
23021 - Aircraft Mechanic I 27.16
23022 - Aircraft Mechanic II 28.72
23023 - Aircraft Mechanic III 30.30
23040 - Aircraft Mechanic Helper 19.32
23050 - Aircraft, Painter 26.71
23060 - Aircraft Servicer 22.45

23080 - Aircraft Worker 24.04
23110 - Appliance Mechanic 21.79
23120 - Bicycle Repairer 14.98
23125 - Cable Splicer 31.25
23130 - Carpenter, Maintenance 24.82
23140 - Carpet Layer 21.75
23160 - Electrician, Maintenance 23.81
23181 - Electronics Technician Maintenance I 24.99
23182 - Electronics Technician Maintenance II 26.33
23183 - Electronics Technician Maintenance III 31.66
23260 - Fabric Worker 20.51
23290 - Fire Alarm System Mechanic 22.29
23310 - Fire Extinguisher Repairer 19.08
23311 - Fuel Distribution System Mechanic 24.98
23312 - Fuel Distribution System Operator 19.39
23370 - General Maintenance Worker 20.27
23380 - Ground Support Equipment Mechanic 27.16
23381 - Ground Support Equipment Servicer 22.45
23382 - Ground Support Equipment Worker 24.04
23391 - Gunsmith I 19.08
23392 - Gunsmith II 21.94
23393 - Gunsmith III 24.82
23410 - Heating, Ventilation And Air-Conditioning 23.54 Mechanic
23411 - Heating, Ventilation And Air Conditioning 24.90 Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 23.20
23440 - Heavy Equipment Operator 29.93
23460 - Instrument Mechanic 28.78
23465 - Laboratory/Shelter Mechanic 23.39
23470 - Laborer 15.13
23510 - Locksmith 20.24
23530 - Machinery Maintenance Mechanic 26.16
23550 - Machinist, Maintenance 21.00
23580 - Maintenance Trades Helper 17.41
23591 - Metrology Technician I 28.78
23592 - Metrology Technician II 30.43
23593 - Metrology Technician III 32.11
23640 - Millwright 27.90
23710 - Office Appliance Repairer 20.46
23760 - Painter, Maintenance 21.23
23790 - Pipefitter, Maintenance 24.67
23810 - Plumber, Maintenance 23.43
23820 - Pneudraulic Systems Mechanic 22.92
23850 - Rigger 24.82
23870 - Scale Mechanic 21.94
23890 - Sheet-Metal Worker, Maintenance 26.08
23910 - Small Engine Mechanic 20.27
23931 - Telecommunications Mechanic I 26.97
23932 - Telecommunications Mechanic II 28.53
23950 - Telephone Lineman 25.38
23960 - Welder, Combination, Maintenance 22.92
23965 - Well Driller 24.82
23970 - Woodcraft Worker 24.82
23980 - Woodworker 17.62
24000 - Personal Needs Occupations
24570 - Child Care Attendant 12.80

24580 - Child Care Center Clerk 15.96
24610 - Chore Aide 11.02
24620 - Family Readiness And Support Services 16.67
Coordinator
24630 - Homemaker 17.70
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 27.35
25040 - Sewage Plant Operator 26.17
25070 - Stationary Engineer 27.35
25190 - Ventilation Equipment Tender 19.44
25210 - Water Treatment Plant Operator 26.17
27000 - Protective Service Occupations
27004 - Alarm Monitor 23.80
27007 - Baggage Inspector 17.26
27008 - Corrections Officer 27.37
27010 - Court Security Officer 27.60
27030 - Detection Dog Handler 21.22
27040 - Detention Officer 27.37
27070 - Firefighter 24.10
27101 - Guard I 17.26
27102 - Guard II 21.22
27131 - Police Officer I 32.38
27132 - Police Officer II 36.00
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.70
28042 - Carnival Equipment Repairer 13.53
28043 - Carnival Equipment Worker 10.27
28210 - Gate Attendant/Gate Tender 13.96
28310 - Lifeguard 11.79
28350 - Park Attendant (Aide) 15.61
28510 - Recreation Aide/Health Facility Attendant 11.39
28515 - Recreation Specialist 19.34
28630 - Sports Official 12.43
28690 - Swimming Pool Operator 16.90
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 28.29
29020 - Hatch Tender 28.29
29030 - Line Handler 28.29
29041 - Stevedore I 26.44
29042 - Stevedore II 30.15
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 38.29
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 26.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 29.07
30021 - Archeological Technician I 20.33
30022 - Archeological Technician II 22.74
30023 - Archeological Technician III 28.16
30030 - Cartographic Technician 28.16
30040 - Civil Engineering Technician 27.13
30061 - Drafter/CAD Operator I 20.33
30062 - Drafter/CAD Operator II 22.74
30063 - Drafter/CAD Operator III 25.34
30064 - Drafter/CAD Operator IV 31.19
30081 - Engineering Technician I 16.86
30082 - Engineering Technician II 18.93
30083 - Engineering Technician III 21.17

30084 - Engineering Technician IV 26.23
30085 - Engineering Technician V 32.20
30086 - Engineering Technician VI 38.82
30090 - Environmental Technician 23.61
30210 - Laboratory Technician 19.51
30240 - Mathematical Technician 28.16
30361 - Paralegal/Legal Assistant I 18.92
30362 - Paralegal/Legal Assistant II 24.85
30363 - Paralegal/Legal Assistant III 30.39
30364 - Paralegal/Legal Assistant IV 36.76
30390 - Photo-Optics Technician 28.16
30461 - Technical Writer I 24.40
30462 - Technical Writer II 29.85
30463 - Technical Writer III 36.10
30491 - Unexploded Ordnance (UXO) Technician I 24.34
30492 - Unexploded Ordnance (UXO) Technician II 29.44
30493 - Unexploded Ordnance (UXO) Technician III 35.29
30494 - Unexploded (UXO) Safety Escort 24.34
30495 - Unexploded (UXO) Sweep Personnel 24.34
30620 - Weather Observer, Combined Upper Air Or (see 2) 25.34
Surface Programs
30621 - Weather Observer, Senior (see 2) 27.83
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 11.45
31030 - Bus Driver 17.68
31043 - Driver Courier 13.82
31260 - Parking and Lot Attendant 10.25
31290 - Shuttle Bus Driver 14.93
31310 - Taxi Driver 11.57
31361 - Truck driver, Light 14.93
31362 - Truck driver, Medium 18.52
31363 - Truck driver, Heavy 20.48
31364 - Truck driver, Tractor-Trailer 20.48
99000 - Miscellaneous Occupations
99030 - Cashier 11.97
99050 - Desk Clerk 11.35
99095 - Embalmer 23.02
99251 - Laboratory Animal Caretaker I 11.89
99252 - Laboratory Animal Caretaker II 12.85
99310 - Mortician 25.00
99410 - Pest Controller 16.38
99510 - Photofinishing Worker 15.20
99710 - Recycling Laborer 21.81
99711 - Recycling Specialist 26.05
99730 - Refuse Collector 19.70
99810 - Sales Clerk 12.32
99820 - School Crossing Guard 12.11
99830 - Survey Party Chief 38.36
99831 - Surveying Aide 20.83
99832 - Surveying Technician 28.59
99840 - Vending Machine Attendant 13.92
99841 - Vending Machine Repairer 16.61
99842 - Vending Machine Repairer Helper 13.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://wdol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

3. San Francisco County

WD 05-2059 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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

| Wage Determination No.: 2005-2059
Diane C. Koplewski Division of | Revision No.: 12
Director Wage Determinations | Date Of Revision: 06/13/2011

State: California

Area: California Counties of Marin, San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Marin and San Mateo Counties Only. See Wage Determination 1974-1257 for wage rates and fringe benefits for San Francisco County.

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

OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 17.92
01012 - Accounting Clerk II 20.12
01013 - Accounting Clerk III 22.50
01020 - Administrative Assistant 30.87
01040 - Court Reporter 27.93
01051 - Data Entry Operator I 15.38
01052 - Data Entry Operator II 16.78
01060 - Dispatcher, Motor Vehicle 29.13
01070 - Document Preparation Clerk 15.51
01090 - Duplicating Machine Operator 15.51
01111 - General Clerk I 15.87
01112 - General Clerk II 17.31
01113 - General Clerk III 19.60
01120 - Housing Referral Assistant 28.83
01141 - Messenger Courier 14.20
01191 - Order Clerk I 16.98
01192 - Order Clerk II 18.58
01261 - Personnel Assistant (Employment) I 19.80
01262 - Personnel Assistant (Employment) II 22.18
01263 - Personnel Assistant (Employment) III 24.69
01270 - Production Control Clerk 28.05
01280 - Receptionist 17.21
01290 - Rental Clerk 19.43
01300 - Scheduler, Maintenance 23.10
01311 - Secretary I 23.12

01312 - Secretary II 25.86
01313 - Secretary III 28.83
01320 - Service Order Dispatcher 28.67
01410 - Supply Technician 30.87
01420 - Survey Worker 22.72
01531 - Travel Clerk I 15.41
01532 - Travel Clerk II 17.34
01533 - Travel Clerk III 19.53
01611 - Word Processor I 20.77
01612 - Word Processor II 23.32
01613 - Word Processor III 26.09
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 24.75
05010 - Automotive Electrician 24.75
05040 - Automotive Glass Installer 21.60
05070 - Automotive Worker 24.75
05110 - Mobile Equipment Servicer 21.54
05130 - Motor Equipment Metal Mechanic 25.85
05160 - Motor Equipment Metal Worker 23.66
05190 - Motor Vehicle Mechanic 25.64
05220 - Motor Vehicle Mechanic Helper 20.21
05250 - Motor Vehicle Upholstery Worker 22.61
05280 - Motor Vehicle Wrecker 23.66
05310 - Painter, Automotive 24.75
05340 - Radiator Repair Specialist 23.66
05370 - Tire Repairer 17.44
05400 - Transmission Repair Specialist 25.85
07000 - Food Preparation And Service Occupations
07010 - Baker 18.24
07041 - Cook I 16.43
07042 - Cook II 20.06
07070 - Dishwasher 12.45
07130 - Food Service Worker 12.45
07210 - Meat Cutter 18.24
07260 - Waiter/Waitress 13.50
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 21.82
09040 - Furniture Handler 15.17
09080 - Furniture Refinisher 21.82
09090 - Furniture Refinisher Helper 17.82
09110 - Furniture Repairer, Minor 19.37
09130 - Upholsterer 21.82
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 12.97
11060 - Elevator Operator 14.10
11090 - Gardener 23.78
11122 - Housekeeping Aide 14.89
11150 - Janitor 14.89
11210 - Laborer, Grounds Maintenance 18.29
11240 - Maid or Houseman 12.80
11260 - Pruner 17.19
11270 - Tractor Operator 21.58
11330 - Trail Maintenance Worker 18.29
11360 - Window Cleaner 16.07
12000 - Health Occupations
12010 - Ambulance Driver 23.48

12011 - Breath Alcohol Technician 23.48
12012 - Certified Occupational Therapist Assistant 25.78
12015 - Certified Physical Therapist Assistant 27.94
12020 - Dental Assistant 21.98
12025 - Dental Hygienist 46.56
12030 - EKG Technician 27.59
12035 - Electroneurodiagnostic Technologist 27.59
12040 - Emergency Medical Technician 23.48
12071 - Licensed Practical Nurse I 23.14
12072 - Licensed Practical Nurse II 25.96
12073 - Licensed Practical Nurse III 29.04
12100 - Medical Assistant 20.98
12130 - Medical Laboratory Technician 23.05
12160 - Medical Record Clerk 21.00
12190 - Medical Record Technician 23.48
12195 - Medical Transcriptionist 20.55
12210 - Nuclear Medicine Technologist 45.90
12221 - Nursing Assistant I 13.66
12222 - Nursing Assistant II 15.35
12223 - Nursing Assistant III 16.75
12224 - Nursing Assistant IV 18.81
12235 - Optical Dispenser 22.64
12236 - Optical Technician 18.22
12250 - Pharmacy Technician 21.69
12280 - Phlebotomist 18.81
12305 - Radiologic Technologist 35.21
12311 - Registered Nurse I 43.85
12312 - Registered Nurse II 53.66
12313 - Registered Nurse II, Specialist 53.66
12314 - Registered Nurse III 64.90
12315 - Registered Nurse III, Anesthetist 64.90
12316 - Registered Nurse IV 77.80
12317 - Scheduler (Drug and Alcohol Testing) 34.02
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 25.67
13012 - Exhibits Specialist II 31.80
13013 - Exhibits Specialist III 38.86
13041 - Illustrator I 24.07
13042 - Illustrator II 29.81
13043 - Illustrator III 36.48
13047 - Librarian 35.64
13050 - Library Aide/Clerk 20.80
13054 - Library Information Technology Systems 31.06 Administrator
13058 - Library Technician 26.04
13061 - Media Specialist I 22.42
13062 - Media Specialist II 25.08
13063 - Media Specialist III 27.96
13071 - Photographer I 20.39
13072 - Photographer II 22.81
13073 - Photographer III 28.23
13074 - Photographer IV 34.56
13075 - Photographer V 41.81
13110 - Video Teleconference Technician 23.30
14000 - Information Technology Occupations
14041 - Computer Operator I 19.80
14042 - Computer Operator II 22.18

14043 - Computer Operator III 24.69
14044 - Computer Operator IV 27.43
14045 - Computer Operator V 30.39
14071 - Computer Programmer I (see 1) 27.62
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 19.80
14160 - Personal Computer Support Technician 27.43
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 36.97
15020 - Aircrew Training Devices Instructor (Rated) 44.74
15030 - Air Crew Training Devices Instructor (Pilot) 53.36
15050 - Computer Based Training Specialist / Instructor 36.97
15060 - Educational Technologist 32.03
15070 - Flight Instructor (Pilot) 53.36
15080 - Graphic Artist 31.77
15090 - Technical Instructor 28.46
15095 - Technical Instructor/Course Developer 34.82
15110 - Test Proctor 22.97
15120 - Tutor 22.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 10.71
16030 - Counter Attendant 10.71
16040 - Dry Cleaner 14.57
16070 - Finisher, Flatwork, Machine 10.71
16090 - Presser, Hand 10.71
16110 - Presser, Machine, Dry cleaning 10.71
16130 - Presser, Machine, Shirts 10.71
16160 - Presser, Machine, Wearing Apparel, Laundry 10.71
16190 - Sewing Machine Operator 15.86
16220 - Tailor 17.13
16250 - Washer, Machine 12.01
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 22.84
19040 - Tool And Die Maker 26.94
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.56
21030 - Material Coordinator 28.05
21040 - Material Expediter 28.05
21050 - Material Handling Laborer 16.69
21071 - Order Filler 15.60
21080 - Production Line Worker (Food Processing) 19.56
21110 - Shipping Packer 17.79
21130 - Shipping/Receiving Clerk 17.79
21140 - Store Worker I 14.54
21150 - Stock Clerk 20.01
21210 - Tools And Parts Attendant 19.56
21410 - Warehouse Specialist 19.56
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 30.51
23021 - Aircraft Mechanic I 29.02
23022 - Aircraft Mechanic II 30.51

23023 - Aircraft Mechanic III 31.80
23040 - Aircraft Mechanic Helper 21.20
23050 - Aircraft, Painter 25.78
23060 - Aircraft Servicer 24.55
23080 - Aircraft Worker 26.05
23110 - Appliance Mechanic 22.85
23120 - Bicycle Repairer 18.57
23125 - Cable Splicer 30.82
23130 - Carpenter, Maintenance 26.08
23140 - Carpet Layer 25.09
23160 - Electrician, Maintenance 37.22
23181 - Electronics Technician Maintenance I 30.54
23182 - Electronics Technician Maintenance II 32.27
23183 - Electronics Technician Maintenance III 34.02
23260 - Fabric Worker 24.18
23290 - Fire Alarm System Mechanic 26.76
23310 - Fire Extinguisher Repairer 23.32
23311 - Fuel Distribution System Mechanic 30.15
23312 - Fuel Distribution System Operator 23.74
23370 - General Maintenance Worker 22.50
23380 - Ground Support Equipment Mechanic 29.02
23381 - Ground Support Equipment Servicer 24.55
23382 - Ground Support Equipment Worker 26.05
23391 - Gunsmith I 23.32
23392 - Gunsmith II 26.46
23393 - Gunsmith III 29.48
23410 - Heating, Ventilation And Air-Conditioning 28.32 Mechanic
23411 - Heating, Ventilation And Air Conditioning 29.77 Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 30.65
23440 - Heavy Equipment Operator 33.19
23460 - Instrument Mechanic 32.04
23465 - Laboratory/Shelter Mechanic 27.92
23470 - Laborer 16.00
23510 - Locksmith 21.82
23530 - Machinery Maintenance Mechanic 28.28
23550 - Machinist, Maintenance 27.28
23580 - Maintenance Trades Helper 16.99
23591 - Metrology Technician I 32.04
23592 - Metrology Technician II 33.68
23593 - Metrology Technician III 35.11
23640 - Millwright 32.38
23710 - Office Appliance Repairer 23.08
23760 - Painter, Maintenance 25.25
23790 - Pipefitter, Maintenance 31.65
23810 - Plumber, Maintenance 31.31
23820 - Pneudraulic Systems Mechanic 29.48
23850 - Rigger 27.83
23870 - Scale Mechanic 26.46
23890 - Sheet-Metal Worker, Maintenance 31.09
23910 - Small Engine Mechanic 21.21
23931 - Telecommunications Mechanic I 28.12
23932 - Telecommunications Mechanic II 29.56
23950 - Telephone Lineman 26.27
23960 - Welder, Combination, Maintenance 23.20
23965 - Well Driller 29.15

23970 - Woodcraft Worker 29.48
23980 - Woodworker 22.11
24000 - Personal Needs Occupations
24570 - Child Care Attendant 13.57
24580 - Child Care Center Clerk 17.26
24610 - Chore Aide 11.44
24620 - Family Readiness And Support Services 19.02 Coordinator
24630 - Homemaker 17.13
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 38.18
25040 - Sewage Plant Operator 32.79
25070 - Stationary Engineer 38.18
25190 - Ventilation Equipment Tender 27.90
25210 - Water Treatment Plant Operator 32.79
27000 - Protective Service Occupations
27004 - Alarm Monitor 28.75
27007 - Baggage Inspector 14.34
27008 - Corrections Officer 38.39
27010 - Court Security Officer 39.43
27030 - Detection Dog Handler 25.35
27040 - Detention Officer 38.39
27070 - Firefighter 36.20
27101 - Guard I 14.34
27102 - Guard II 25.35
27131 - Police Officer I 42.92
27132 - Police Officer II 47.21
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 15.59
28042 - Carnival Equipment Repairer 16.60
28043 - Carnival Equipment Worker 12.45
28210 - Gate Attendant/Gate Tender 18.04
28310 - Lifeguard 13.82
28350 - Park Attendant (Aide) 20.19
28510 - Recreation Aide/Health Facility Attendant 15.30
28515 - Recreation Specialist 21.02
28630 - Sports Official 16.07
28690 - Swimming Pool Operator 22.07
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 29.10
29020 - Hatch Tender 29.10
29030 - Line Handler 29.10
29041 - Stevedore I 27.42
29042 - Stevedore II 30.75
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 29.20
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 32.16
30021 - Archeological Technician I 23.47
30022 - Archeological Technician II 27.80
30023 - Archeological Technician III 34.44
30030 - Cartographic Technician 34.44
30040 - Civil Engineering Technician 31.67
30061 - Drafter/CAD Operator I 24.86
30062 - Drafter/CAD Operator II 27.80
30063 - Drafter/CAD Operator III 30.99
30064 - Drafter/CAD Operator IV 38.15

30081 - Engineering Technician I 18.90
 30082 - Engineering Technician II 21.22
 30083 - Engineering Technician III 23.73
 30084 - Engineering Technician IV 29.40
 30085 - Engineering Technician V 35.98
 30086 - Engineering Technician VI 43.51
 30090 - Environmental Technician 27.51
 30210 - Laboratory Technician 23.42
 30240 - Mathematical Technician 35.89
 30361 - Paralegal/Legal Assistant I 23.52
 30362 - Paralegal/Legal Assistant II 29.13
 30363 - Paralegal/Legal Assistant III 35.65
 30364 - Paralegal/Legal Assistant IV 43.11
 30390 - Photo-Optics Technician 35.89
 30461 - Technical Writer I 26.03
 30462 - Technical Writer II 31.72
 30463 - Technical Writer III 38.31
 30491 - Unexploded Ordnance (UXO) Technician I 26.92
 30492 - Unexploded Ordnance (UXO) Technician II 32.56
 30493 - Unexploded Ordnance (UXO) Technician III 39.03
 30494 - Unexploded (UXO) Safety Escort 26.92
 30495 - Unexploded (UXO) Sweep Personnel 26.92
 30620 - Weather Observer, Combined Upper Air Or (see 2) 30.99 Surface Programs
 30621 - Weather Observer, Senior (see 2) 32.89
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide 14.39
 31030 - Bus Driver 20.01
 31043 - Driver Courier 17.77
 31260 - Parking and Lot Attendant 12.49
 31290 - Shuttle Bus Driver 19.22
 31310 - Taxi Driver 15.44
 31361 - Truck driver, Light 19.22
 31362 - Truck driver, Medium 20.64
 31363 - Truck driver, Heavy 22.39
 31364 - Truck driver, Tractor-Trailer 22.39
 99000 - Miscellaneous Occupations
 99030 - Cashier 13.32
 99050 - Desk Clerk 13.67
 99095 - Embalmer 25.13
 99251 - Laboratory Animal Caretaker I 15.27
 99252 - Laboratory Animal Caretaker II 16.53
 99310 - Mortician 29.47
 99410 - Pest Controller 18.30
 99510 - Photofinishing Worker 17.70
 99710 - Recycling Laborer 25.19
 99711 - Recycling Specialist 28.66
 99730 - Refuse Collector 22.65
 99810 - Sales Clerk 15.51
 99820 - School Crossing Guard 13.75
 99830 - Survey Party Chief 40.68
 99831 - Surveying Aide 23.51
 99832 - Surveying Technician 27.74
 99840 - Vending Machine Attendant 15.59
 99841 - Vending Machine Repairer 18.24
 99842 - Vending Machine Repairer Helper 15.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://wdol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

4. Santa Clara County

WD 05-2061 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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

| Wage Determination No.: 2005-2061
Diane C. Koplewski Division of | Revision No.: 11
Director Wage Determinations | Date Of Revision: 06/13/2011

State: California

Area: California Counties of Santa Clara, Santa Cruz

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

- 01000 - Administrative Support And Clerical Occupations
- 01011 - Accounting Clerk I 17.92
- 01012 - Accounting Clerk II 20.12
- 01013 - Accounting Clerk III 22.50
- 01020 - Administrative Assistant 30.87
- 01040 - Court Reporter 26.02
- 01051 - Data Entry Operator I 15.38
- 01052 - Data Entry Operator II 16.78
- 01060 - Dispatcher, Motor Vehicle 29.13
- 01070 - Document Preparation Clerk 15.93
- 01090 - Duplicating Machine Operator 15.93
- 01111 - General Clerk I 15.87
- 01112 - General Clerk II 17.31
- 01113 - General Clerk III 19.37
- 01120 - Housing Referral Assistant 28.83
- 01141 - Messenger Courier 14.32
- 01191 - Order Clerk I 16.98
- 01192 - Order Clerk II 18.53
- 01261 - Personnel Assistant (Employment) I 19.80
- 01262 - Personnel Assistant (Employment) II 22.18
- 01263 - Personnel Assistant (Employment) III 24.69
- 01270 - Production Control Clerk 28.05
- 01280 - Receptionist 17.21
- 01290 - Rental Clerk 17.70
- 01300 - Scheduler, Maintenance 23.12
- 01311 - Secretary I 23.12
- 01312 - Secretary II 25.86
- 01313 - Secretary III 28.83
- 01320 - Service Order Dispatcher 23.54
- 01410 - Supply Technician 30.87
- 01420 - Survey Worker 22.72
- 01531 - Travel Clerk I 15.41
- 01532 - Travel Clerk II 17.34
- 01533 - Travel Clerk III 19.53
- 01611 - Word Processor I 20.77
- 01612 - Word Processor II 23.32

01613 - Word Processor III 26.09
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 22.32
05010 - Automotive Electrician 22.49
05040 - Automotive Glass Installer 19.58
05070 - Automotive Worker 21.48
05110 - Mobile Equipment Servicer 19.56
05130 - Motor Equipment Metal Mechanic 23.48
05160 - Motor Equipment Metal Worker 21.48
05190 - Motor Vehicle Mechanic 23.46
05220 - Motor Vehicle Mechanic Helper 18.56
05250 - Motor Vehicle Upholstery Worker 20.54
05280 - Motor Vehicle Wrecker 21.48
05310 - Painter, Automotive 22.49
05340 - Radiator Repair Specialist 21.52
05370 - Tire Repairer 14.48
05400 - Transmission Repair Specialist 23.48
07000 - Food Preparation And Service Occupations
07010 - Baker 12.82
07041 - Cook I 16.43
07042 - Cook II 18.65
07070 - Dishwasher 10.27
07130 - Food Service Worker 10.72
07210 - Meat Cutter 19.49
07260 - Waiter/Waitress 9.68
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 20.21
09040 - Furniture Handler 14.58
09080 - Furniture Refinisher 20.21
09090 - Furniture Refinisher Helper 16.64
09110 - Furniture Repairer, Minor 18.45
09130 - Upholsterer 20.21
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 12.92
11060 - Elevator Operator 13.67
11090 - Gardener 21.60
11122 - Housekeeping Aide 14.10
11150 - Janitor 14.10
11210 - Laborer, Grounds Maintenance 17.52
11240 - Maid or Houseman 12.54
11260 - Pruner 15.75
11270 - Tractor Operator 20.48
11330 - Trail Maintenance Worker 17.52
11360 - Window Cleaner 15.68
12000 - Health Occupations
12010 - Ambulance Driver 23.48
12011 - Breath Alcohol Technician 23.48
12012 - Certified Occupational Therapist Assistant 28.36
12015 - Certified Physical Therapist Assistant 25.46
12020 - Dental Assistant 21.98
12025 - Dental Hygienist 35.90
12030 - EKG Technician 33.99
12035 - Electroneurodiagnostic Technologist 33.99
12040 - Emergency Medical Technician 23.48
12071 - Licensed Practical Nurse I 23.14
12072 - Licensed Practical Nurse II 25.96

12073 - Licensed Practical Nurse III 29.04
12100 - Medical Assistant 20.98
12130 - Medical Laboratory Technician 23.05
12160 - Medical Record Clerk 21.00
12190 - Medical Record Technician 23.48
12195 - Medical Transcriptionist 20.55
12210 - Nuclear Medicine Technologist 42.96
12221 - Nursing Assistant I 13.66
12222 - Nursing Assistant II 15.35
12223 - Nursing Assistant III 16.75
12224 - Nursing Assistant IV 18.81
12235 - Optical Dispenser 19.51
12236 - Optical Technician 18.22
12250 - Pharmacy Technician 21.25
12280 - Phlebotomist 18.81
12305 - Radiologic Technologist 33.12
12311 - Registered Nurse I 38.63
12312 - Registered Nurse II 47.23
12313 - Registered Nurse II, Specialist 47.23
12314 - Registered Nurse III 57.12
12315 - Registered Nurse III, Anesthetist 57.12
12316 - Registered Nurse IV 68.53
12317 - Scheduler (Drug and Alcohol Testing) 34.02
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 22.87
13012 - Exhibits Specialist II 28.33
13013 - Exhibits Specialist III 34.65
13041 - Illustrator I 25.34
13042 - Illustrator II 31.15
13043 - Illustrator III 38.11
13047 - Librarian 34.41
13050 - Library Aide/Clerk 20.80
13054 - Library Information Technology Systems 31.06 Administrator
13058 - Library Technician 26.04
13061 - Media Specialist I 22.42
13062 - Media Specialist II 25.08
13063 - Media Specialist III 27.96
13071 - Photographer I 19.48
13072 - Photographer II 21.80
13073 - Photographer III 27.00
13074 - Photographer IV 33.02
13075 - Photographer V 38.43
13110 - Video Teleconference Technician 22.90
14000 - Information Technology Occupations
14041 - Computer Operator I 19.80
14042 - Computer Operator II 22.18
14043 - Computer Operator III 24.69
14044 - Computer Operator IV 27.43
14045 - Computer Operator V 30.39
14071 - Computer Programmer I (see 1) 27.62
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 19.80
14160 - Personal Computer Support Technician 27.43
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 36.80
15020 - Aircrew Training Devices Instructor (Rated) 44.51
15030 - Air Crew Training Devices Instructor (Pilot) 53.36
15050 - Computer Based Training Specialist / Instructor 36.97
15060 - Educational Technologist 33.44
15070 - Flight Instructor (Pilot) 53.36
15080 - Graphic Artist 26.67
15090 - Technical Instructor 26.13
15095 - Technical Instructor/Course Developer 32.10
15110 - Test Proctor 22.20
15120 - Tutor 22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 11.25
16030 - Counter Attendant 11.25
16040 - Dry Cleaner 14.57
16070 - Finisher, Flatwork, Machine 11.25
16090 - Presser, Hand 11.25
16110 - Presser, Machine, Dry cleaning 11.25
16130 - Presser, Machine, Shirts 11.25
16160 - Presser, Machine, Wearing Apparel, Laundry 10.71
16190 - Sewing Machine Operator 15.86
16220 - Tailor 17.13
16250 - Washer, Machine 12.01
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 21.96
19040 - Tool And Die Maker 25.80
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 16.76
21030 - Material Coordinator 26.06
21040 - Material Expediter 26.06
21050 - Material Handling Laborer 15.36
21071 - Order Filler 15.60
21080 - Production Line Worker (Food Processing) 16.76
21110 - Shipping Packer 15.84
21130 - Shipping/Receiving Clerk 15.84
21140 - Store Worker I 14.54
21150 - Stock Clerk 20.01
21210 - Tools And Parts Attendant 16.76
21410 - Warehouse Specialist 16.76
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 28.62
23021 - Aircraft Mechanic I 27.23
23022 - Aircraft Mechanic II 28.62
23023 - Aircraft Mechanic III 29.83
23040 - Aircraft Mechanic Helper 20.28
23050 - Aircraft, Painter 26.49
23060 - Aircraft Servicer 23.02
23080 - Aircraft Worker 24.52
23110 - Appliance Mechanic 23.84
23120 - Bicycle Repairer 15.44
23125 - Cable Splicer 26.60
23130 - Carpenter, Maintenance 24.84
23140 - Carpet Layer 24.72

23160 - Electrician, Maintenance 35.53
23181 - Electronics Technician Maintenance I 24.83
23182 - Electronics Technician Maintenance II 26.38
23183 - Electronics Technician Maintenance III 29.21
23260 - Fabric Worker 21.26
23290 - Fire Alarm System Mechanic 25.14
23310 - Fire Extinguisher Repairer 21.04
23311 - Fuel Distribution System Mechanic 25.99
23312 - Fuel Distribution System Operator 20.56
23370 - General Maintenance Worker 22.50
23380 - Ground Support Equipment Mechanic 27.23
23381 - Ground Support Equipment Servicer 23.02
23382 - Ground Support Equipment Worker 24.52
23391 - Gunsmith I 21.04
23392 - Gunsmith II 23.88
23393 - Gunsmith III 26.60
23410 - Heating, Ventilation And Air-Conditioning 28.41 Mechanic
23411 - Heating, Ventilation And Air Conditioning 29.87 Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 27.12
23440 - Heavy Equipment Operator 29.74
23460 - Instrument Mechanic 26.65
23465 - Laboratory/Shelter Mechanic 25.23
23470 - Laborer 14.73
23510 - Locksmith 25.62
23530 - Machinery Maintenance Mechanic 27.02
23550 - Machinist, Maintenance 27.28
23580 - Maintenance Trades Helper 18.99
23591 - Metrology Technician I 26.65
23592 - Metrology Technician II 28.02
23593 - Metrology Technician III 30.29
23640 - Millwright 26.60
23710 - Office Appliance Repairer 22.89
23760 - Painter, Maintenance 22.23
23790 - Pipefitter, Maintenance 32.29
23810 - Plumber, Maintenance 30.80
23820 - Pneudraulic Systems Mechanic 26.60
23850 - Rigger 26.60
23870 - Scale Mechanic 23.88
23890 - Sheet-Metal Worker, Maintenance 26.98
23910 - Small Engine Mechanic 19.31
23931 - Telecommunications Mechanic I 27.58
23932 - Telecommunications Mechanic II 28.99
23950 - Telephone Lineman 27.26
23960 - Welder, Combination, Maintenance 23.20
23965 - Well Driller 29.30
23970 - Woodcraft Worker 26.60
23980 - Woodworker 21.04
24000 - Personal Needs Occupations
24570 - Child Care Attendant 13.57
24580 - Child Care Center Clerk 16.27
24610 - Chore Aide 11.92
24620 - Family Readiness And Support Services 16.95 Coordinator
24630 - Homemaker 18.73
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 38.18

25040 - Sewage Plant Operator 27.78
25070 - Stationary Engineer 38.18
25190 - Ventilation Equipment Tender 27.90
25210 - Water Treatment Plant Operator 27.78
27000 - Protective Service Occupations
27004 - Alarm Monitor 19.12
27007 - Baggage Inspector 14.34
27008 - Corrections Officer 38.39
27010 - Court Security Officer 39.43
27030 - Detection Dog Handler 17.06
27040 - Detention Officer 38.39
27070 - Firefighter 36.20
27101 - Guard I 14.34
27102 - Guard II 17.06
27131 - Police Officer I 42.92
27132 - Police Officer II 47.21
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 13.09
28042 - Carnival Equipment Repairer 13.81
28043 - Carnival Equipment Worker 10.58
28210 - Gate Attendant/Gate Tender 18.04
28310 - Lifeguard 11.70
28350 - Park Attendant (Aide) 18.24
28510 - Recreation Aide/Health Facility Attendant 15.30
28515 - Recreation Specialist 19.21
28630 - Sports Official 14.34
28690 - Swimming Pool Operator 19.13
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 26.66
29020 - Hatch Tender 26.66
29030 - Line Handler 26.66
29041 - Stevedore I 25.14
29042 - Stevedore II 28.18
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 29.20
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 32.16
30021 - Archeological Technician I 20.43
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30620 - Weather Observer, Combined Upper Air Or (see 2) 30.99 Surface
Programs
30621 - Weather Observer, Senior (see 2) 34.44
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 13.55
31030 - Bus Driver 18.83
31043 - Driver Courier 17.76
31260 - Parking and Lot Attendant 10.94
31290 - Shuttle Bus Driver 19.22
31310 - Taxi Driver 13.45
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31362 - Truck driver, Medium 20.55
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31364 - Truck driver, Tractor-Trailer 21.78
99000 - Miscellaneous Occupations
99030 - Cashier 11.89
99050 - Desk Clerk 11.13
99095 - Embalmer 26.92
99251 - Laboratory Animal Caretaker I 13.07
99252 - Laboratory Animal Caretaker II 14.15
99310 - Mortician 29.38
99410 - Pest Controller 17.21
99510 - Photofinishing Worker 13.29
99710 - Recycling Laborer 20.42
99711 - Recycling Specialist 24.54
99730 - Refuse Collector 18.38
99810 - Sales Clerk 14.49
99820 - School Crossing Guard 15.75
99830 - Survey Party Chief 26.14
99831 - Surveying Aide 13.15
99832 - Surveying Technician 16.58
99840 - Vending Machine Attendant 14.98
99841 - Vending Machine Repairer 17.39
99842 - Vending Machine Repairer Helper 14.98

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HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://wdol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

If work is performed outside of the geographic areas provided in the previous Wage Determinations, the Wage Determination of the location of work will be required.

J-3 Report of Order Form:

REPORT OF ORDERS RECEIVED

The Vendor shall submit the following information to the Clerk of Court on a monthly basis in accordance with the statement of work contained in the RFP.

Month and Year - _____

Quantity Ordered	Service	Rate	End of Month Total
_____	Total Transcriptions	_____	_____
_____	“Ordinary”	Per page	_____
_____	“14-Day”	Per pleading/document	_____
_____	“Expedited”	Per order	_____
_____	“Daily”	Per page	_____
_____	“Hourly”	Per order	_____
_____	“Realtime”		

J-4 Fee Schedule

Maximum Transcript Rates – All Parties Per Page

	Original	First Copy to Each Party	Each Add'l Copy to the Same Party
Ordinary Transcript (30 day) A transcript to be delivered within thirty (30) calendar days after receipt of an order.	\$3.65	\$.90	\$.60
14-Day Transcript A transcript to be delivered within fourteen (14) calendar days after receipt of an order.	\$4.25	\$.90	\$.60
Expedited Transcript (7 day) A transcript to be delivered within seven (7) calendar days after receipt of an order.	\$4.85	\$.90	\$.60
Daily Transcript A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day.	\$6.05	\$1.20	\$.90
Hourly Transcript A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.	\$7.25	\$1.20	\$.90
Realtime Transcript A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment.	One feed, ¹ \$3.05 per page; two-to four feeds, \$2.10 per page; five or more feeds, \$1.50 per page.		

¹ A realtime "feed" is the electronic data flow from the court reporter to the computer of each person or party ordering and receiving the realtime transcription in the courtroom.

SECTION K: REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- a) The offeror certifies that:
- 1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - 2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - 2)
 - i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);
 - ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - iii. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Provision 3-5, Taxpayer Identification (APR 2011)

a) Definitions.

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

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

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

d) Taxpayer Identification Number (TIN): _____

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per [26 CFR 1.6049-4](#);

other

(f) Contractor representations.

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

Women Owned Business

Minority Owned Business (if selected then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

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.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - ii. The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - iii. The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - iv. The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The offeror ____ has ____ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
2. "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Provision 3-210, Protests (SEPT 2010)

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

- (i) name, address, and fax and telephone numbers of the protestor or its representative;
- (ii) solicitation or contract number;
- (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protestor;
- (iv) copies of relevant documents;
- (v) request for a ruling by the judiciary;
- (vi) statement as to the form of relief requested;

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and

(viii) all information establishing the timeliness of the protest.

(c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.2 Provision 3-100, Instructions to Offerors (APR 2011)

a) *Definitions* As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

c) *Submission, modification, revision, and withdrawal of offers*

- 1) Unless other method (e.g., facsimile) is permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- 2) The first page of the offer shall show:
 - i. the solicitation number;
 - ii. the name, address, and telephone and facsimile numbers of the offeror (and email address if available);
 - iii. a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - iv. names, titles, and telephone and facsimile numbers (and email addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and
 - v. name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- 3) Submission, modification, revision, and withdrawal of offers
 - i. Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.
 - ii.
 - (a) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
 - (1) if there is acceptable evidence to establish that it was received at the judiciary office designated for receipt of offers prior to the time set for receipt; or
 - (2) it is the only offer received.
 - (b) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
 - iii. Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.
 - iv. If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers

will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

- v. Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the Provision 3-115, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- 4) Unless otherwise specified in the solicitation, offers on less than all items solicited will not be considered.
- 5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
- 6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- 7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
- 8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
- d) Offer expiration date: Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- e) Restriction on disclosure and use of data: Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:
 - 1) Mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - 2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.
- f) Contract award

- 1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- 2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
- 3) The judiciary may waive informalities and minor irregularities in offers received.
- 4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
- 5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
- 6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.
- 7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
- 8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.
- 9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- 11) The judiciary may disclose the following information in postaward debriefings to other offerors:
 - i. the overall evaluated cost or price and technical rating of the successful offeror;
 - ii. the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
 - iii. a summary of the rationale for award; and
 - iv. for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

Alternate I (JAN 2003): As prescribed in [§ 330.10.30\(t\)\(1\)](#), substitute the following paragraph for paragraph (f)(4) of the basic provision if the judiciary intends to make award after discussions with offerors within the competitive range.

(f)(4)The judiciary intends to evaluate offers and award a contract after conducting discussions with offerors whose offers have been determined to be within the competitive range. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint.

Alternate II (JAN 2003): As prescribed in [§ 330.10.30\(t\)\(2\)](#), add paragraph (c)(9) to the basic clause, if the judiciary would be willing to accept alternate offers.

(c)(9) Offerors may submit offers that depart from stated requirements. Such offers shall clearly identify why the acceptance of the offer would be advantageous to the judiciary. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the judiciary, shall be clearly identified and explicitly defined. The judiciary reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised offers based on the revised requirements.

Alternate III (SEP 2010): As prescribed in [§ 330.10.30\(t\)\(3\)](#), replace paragraph (c)(4) of the basic clause with the following, if the judiciary will consider offers that do not include all items solicited.

(c)(4)Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

L.3 Proposal Submission Instructions

- a) Proposals sent through the U.S. Postal Service are to be addressed to and submitted directly to the following office:
United States District Court
450 Golden Gate Avenue Room 16-1120
San Francisco, CA 94102
- b) For each item proposed, offerors shall (1) show the unit price and (2) enter the extended price for the quantity of each item offered in the "Extended Price" column of the Section B. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct. Offerors shall also add the extended prices and enter the **“Total Proposed Price”** in the appropriate block in Section B.
- c) Offerors shall provide all Federal court references, if available, using form J-1, for whom the offeror has provided on-site, or off-site copy and related services for a Federal court under an agreement. Provide the court name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted as well as other members of the court administrative staff. The Government reserves the right to contact any court and consider the information provided in determining an offeror's responsibility.

- d) Offerors shall provide three private references, if available, using form J-1, for whom the offeror has provided copying services and other services identified in this RFP within the past three years. Provide the name and address for each reference, as well as a contact person and phone number for whom services were provided. The referenced persons may be contacted. The Government reserves the right to contact any reference and consider the information provided in determining an offeror's responsibility.
- e) Each prospective offeror submitting a proposal in response to this solicitation is required to submit:
 - i. Section A, Request For Proposal and License for Copying Services Form, properly executed.
 - ii. Section B, Schedule of Prices, including selection of the two additional methods of payment that will be accepted;
 - iii. Attachment J-1, Reference Form, and
 - iv. Section K, Representations and Certifications.

L.4 Proposal Acceptance Period

Prospective offerors attention is directed to the Request For Proposal Cover Page which states that the Government has 120 calendar days from the date proposals are due to accept a proposal and award a copy center license agreement.

L.5 Responsibility of Prospective Contractors

To be determined responsible, a contractor must:

- 1) have financial resources adequate to perform the procurement;
- 2) be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
- 3) have a good performance record;
- 4) have a sound record of integrity and business ethics;
- 5) have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
- 6) have the necessary organization, experience, accounting and operational controls, technical skills, and production and property controls, or the demonstrated ability to obtain them;
- 7) have the necessary equipment and facilities, or the demonstrated ability to obtain them; and
- 8) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION M: EVALUATION

M.1 BASIS OF AWARD

Award of a copy center license agreement will be made to the single, responsive, responsible offeror whose technically acceptable proposal provides the lowest price to the Government in compliance with the requirements of solicitation including section B. Any offeror deemed non-responsible shall be determined ineligible for award. Failure to disclose court references where the offeror has performed copying and related services for any Federal Court may result in a determination of non-responsibility and the offeror will be ineligible for award.

M.1.1 TECHNICAL ACCEPTABILITY

A technically acceptable proposal is one which satisfies all requirements of the solicitation with no exceptions. Technically acceptable proposals must include all prices in section B, methods of payment, and be signed by the offeror.

M.2 Provision 3-70, Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.