

TRANSCRIBER STATEMENT OF WORK

Solicitation for Proposal for Court Transcription

Services Period of March 1, 2023– February 29, 2024

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Overview

The Court is soliciting proposals for off-site transcription services for the public as well as for the Court of digitally recorded court proceedings. The Court has four locations: San Francisco, Oakland, San Jose, and McKinleyville. Transcripts of proceedings conducted at any of these locations may be requested from time-to-time by the judges, parties in the proceedings or the public. The contractor shall provide all labor, supplies and equipment necessary to provide transcripts of proceedings in accordance with 28 U.S.C. § 753, the policies of the Judicial Conference of the United States, and the terms of this solicitation. The contractor shall be responsible for obtaining all necessary licenses, permits and fees, and conformance with all laws, regulations, and ordinances applicable to performance under this solicitation.

The Court will select a minimum of four (4) transcription service providers. Being selected as a provider does not guarantee that the contractor will receive orders for a particular volume or aggregate dollar amount. When a transcription request is received by the court, the clerk's office will send an email broadcast to all providers on the approved list. The first contractor to respond affirmatively will be hired for the job. For any additional transcription jobs received on the same day, only responses received within 15 minutes following the job broadcast from vendors OTHER than the first of the day, will be considered. Should other vendors be available within 15 minutes following the job broadcast, any available vendor may be assigned.

1. General

A. General Requirements.

The contractor performing work under this solicitation shall:

- 1) Perform work offsite. (Note, this does not pertain to staff court reporters).

- 2) Provide their own supplies and equipment including, but not limited to computer, headphones, antivirus software, capability to isolate channels, internet access, CM/ECF account, PACER fees, telephone service to respond to inquiries from the court and parties regarding transcripts, etc.
- 3) Promptly produce transcripts of court proceedings when requested by a judge or by any party who has agreed to pay the fees, following the format, delivery time and method, and fee requirements stated in the transcript order.
- 4) For each transcript ordered, deliver one certified copy of the transcript to the clerk of court for the records of the court, in the medium prescribed by the clerk (paper or electronic) without additional charge.
- 5) When requested by a party to redact personal information from a transcript, as permitted by Volume 10, Chapter 3, § 330, Guide to Judiciary Policy, (available at <https://www.uscourts.gov/rules-policies/judiciary-policies/privacy-policy-electronic-case-files>), the contractor shall make such redactions and deliver a certified redacted transcript to the clerk of court. Delivery of a redacted transcript to the clerk of court shall be in addition to, rather than in lieu of, delivery of the original unredacted transcript.
- 6) Accept at a minimum two (2) forms of payment (money orders, checks, credit cards).
- 7) Comply with all filing and reporting requirements of this solicitation. Reports are due the 15th of every month. A report must be submitted even if there had been no orders fulfilled in a particular month. If a contractor's reports indicate that they have not participated in obtaining jobs after six (6) months they risk being dropped as a contractors. Contractors who have not submitted monthly reports during the new contract period will be ineligible for a new contract in 2024.

B. Title to Records/Copyright of Transcripts.

- 1) Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Because transcripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the contractor.
- 2) The court will make the transcript (original or redacted) available for inspection by any person without charge in the office of the clerk during regular office hours. Materials under seal are exempt from such inspection.

2. Transcripts

A. Official Transcript.

Under 28 U.S.C § 753(b), "The transcript in any case certified by the reporter or other individual designated to produce the record shall be deemed prima facie a correct statement of the testimony taken and proceedings had. No transcripts of the proceedings of the court shall be considered as official except those made from the records certified by the reporter or other individual designated to produce the record."

B. Transcript Format.

The contractor shall comply with the Judicial Conference transcript format standards outlined in Volume 6, Chapter 5, § 520, Guide to Judiciary Policy, available at: <http://www.uscourts.gov/uscourts/FederalCourts/Publications/GuideVol06.pdf>. The maximum per page transcript rates are based on a strict adherence to the prescribed format.

C. Transcript Orders.

Transcript orders shall be in writing. Upon written request of a party or written order of Court, the Contractor shall prepare an accurate, written transcript which shall constitute a full and verbatim transcription of the record of the proceeding, or that portion of the proceeding ordered. Transcripts required by the district courts may be ordered on any form provided by the Contracting Officer. Once an estimate is provided to the Court, the contracting officer will provide authorization to prepare the transcript. When the transcript has been submitted an invoice should then be provided.

D. Transcript Delivery Times.

The following transcript delivery time requirements are from receipt of a transcript order or from the date of completion of satisfactory financial arrangements for payment if after the date of receipt of the order:

1) Required

- a) Ordinary transcript - must be delivered to ordering party within 30 calendar days after receipt of an order.
- b) The court's certified copy (without charge) - not later than 3 working days after original delivery to the ordering party. The contractor shall ensure physical receipt of the transcript by the clerk or his/her designee.
- c) Redacted transcripts - an ordering party must submit redactions to be made within 21 days after original delivery of transcript to the clerk of court, and the contractor must deliver the requested redacted transcripts to the clerk of court not later than 31 days after original delivery of the unredacted transcript to the clerk of court, or longer if the court so orders, in the medium prescribed by the clerk.

2) The contractor shall, whenever possible, provide 14-day, expedited, 3-day, daily, or hourly service at the request of the parties. All such orders, if accepted, are subject to the ordering party making satisfactory financial arrangements for payment. The delivery requirements for each accepted order of such transcripts is as follows:

- a) **30-Day - Within thirty (30) calendar days after receipt of an order.**
- b) **14-Day - Within fourteen (14) calendar days after receipt of an order.**
- c) Expedited - Within seven (7) calendar days after receipt of an order.
- d) 3-Day - Within three (3) calendar days after receipt of an order.
- e) Daily - 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.
- f) Hourly - Ordered under unusual circumstances, delivered within two (2) hours.

E. Transcript Orders for Matters on Appeal

Upon receipt of a transcript order indicating it is for a matter on appeal, the contractor shall:

- 1) Acknowledge receipt of the order in the appropriate space on the face of the order.**
- 2) Enter the date the transcript will be completed. If the transcript cannot be completed within 30 days of receipt of the order, the contractor shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified.**

E. Redaction of Transcripts

- 1) The parties to a proceeding may, within 21 calendar days after delivery of the certified transcript to the clerk of court, request redaction of personal information from the transcript. The contractor shall, without a court order, redact the following personal identifiers from a case transcript upon the request of an attorney to the case:**
 - a) Social Security numbers (or taxpayer identification numbers) to the last four digits;
 - b) financial account numbers to the last four digits;
 - c) birthdates to the year;
 - d) individuals known to be minor children to the initials; and
 - e) in criminal cases, any home addresses stated in the court to the city and state.

- 2) All other requests for redaction of material in a transcript must be submitted by an attorney to the case to the judge. The contractor shall redact additional transcript text only upon approval of the judge. The contractor is not required to independently identify personal identifiers in a transcript for redaction; the requesting attorney must identify information to be redacted by page and line number in the Redaction Request.
- 3) To manually redact a transcript, the contractor shall place an "x" (or a black box) in place of each redacted character. Manual redactions must have the same number of x's as characters deleted (or black boxes of the same size as the deleted characters) to preserve page and line numbers of transcripts. Alternatively, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The contractor shall insert a notation of "REDACTED TRANSCRIPT" on a blank line on the title page immediately below the case caption and before the Volume number and the name and title of the Judge, taking care to ensure that the addition of this text does not cause changes to the length of the title page.
- 4) At the end of the transcript, and without causing "page roll over" (a smaller font may be used) the contractor shall insert the following certification:

"I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on [Insert Date], and incorporating redactions of personal identifiers requested by the following attorney(s) of record [Insert Name of Requesting Attorney(s)] in accordance with Judicial Conference policy. Redacted characters appear as an "x" (or a black box) in the transcript."

- 5) There is no requirement that any of the parties to a case purchase or be provided with a copy of any redacted transcripts. Parties shall not be charged for the redacted transcript provided to the clerk of court. The parties to the case may only be charged for a copy of a redacted transcript if they specifically request a copy of the redacted transcript.

F. Transcript Fees

- 1) The transcript rates of this solicitation apply to all orders for transcripts of proceedings recorded under the solicitation, including orders from other judiciary organizations, such as Federal Public Defenders and appellate courts.
- 2) The contractor may charge and collect fees for transcripts requested by the parties, including the United States, at the rates set forth in the Pricing Schedule. The contractor shall not add any transcript surcharges or service fees to the Schedule rates. Certified copies and certified redacted copies of transcripts delivered to the clerk for the record of the court are not subject to payment of transcript fees.
- 3) Judiciary policy provides that, in multi-defendant cases involving CJA defendants, no more than one certified transcript should be purchased from the court reporter on behalf of CJA defendants. CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies. Alternatively, if requested to do so by one of the CJA counsel or the clerk of court, the contractor may furnish duplication services at the commercially competitive rate to provide copies of the CJA multi-defendant transcript ordered.
- 4) The contractor may require any party ordering a transcript to prepay the estimated fee in advance, except when payment will be made by the United States. The Court shall have no liability to the contractor for payment of transcript fees for transcripts ordered by private parties.
- 5) Ordinary postage costs are considered an ordinary business expense, and therefore may not be charged. If a party requests expedited delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.
- 6) The contractor is required to certify the following on each transcript invoice:

"I certify that the transcript fees charged and page format used comply with the requirements of this court and the Judicial Conference of the United States."

- 7) No fee may be charged that would be higher than the fee corresponding to the actual delivery time.

Sanctions for overcharging parties or the court for transcripts may include offsets against future government payments, termination of the solicitation, and/or other available legal remedies.

G. Delinquent Transcripts – Reduction of Fees

- 1) Delivery of a transcript between 31 and 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 90 percent of the prescribed fee.
- 2) Transcripts delivered more than 60 days after the date ordered (or the date estimated payment is received, if after the date ordered) shall be paid at 80 percent of the prescribed fee.
- 3) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the contractor stating that the contractor did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

3. Filing and Reporting Requirements

The contractor shall provide to the contracting officer a report of the type and number of transcripts ordered and produced and fees charged upon request, within 14 days of the request.

4. Required Qualifications for Transcribers

The following minimum requirements apply to transcribers providing services under this solicitation:

- a. Certified by the American Association of Electronic Reporters and Transcribers (AAERT); or
- b. Three or more years of experience transcribing, often without log notes, digital audio recordings of multi-channel courtroom or other fast-paced and sometimes lengthy legal proceedings involving multiple parties. A minimum of one year experience producing transcripts for hearings in Federal Court.
- c. Knowledge of and experience with using equipment and software to facilitate the transcription of digital audio recordings in which more than one speaker is speaking at once.
- d. Strong customer service skills.
- e. Attention to detail, the demonstrated ability to balance multiple priorities, adhere to detailed policies and procedures, meet strict deadlines and maintain organized billing and other records.
- f. If applicable, contractor will submit names of key personnel if other transcribers will be working under this solicitation.
- g. Contractor shall also submit a minimum of two (2) professional references for each transcriber on the form attached.

5. Invoices

A. Invoicing the parties.

The contractor shall submit invoices for transcripts ordered by private parties directly to the ordering party and may require payment in full before releasing the transcript. A copy of the invoice shall also be provided to the Contracting Officer.

B. Invoicing the Court.

Transcripts ordered by a judge or the court may be invoiced at the stated fees. Invoices shall be submitted to the contracting officer or his/her designee within 45 days after delivery of the transcript. Delivery is complete upon acceptance by the contracting officer's approval of the contractor's invoice for payment and certification by the Court Reporter Supervisor.

Each invoice for transcripts shall contain the following information:

- a) case name and case number;
- b) date of proceeding(s) transcribed;
- c) name and title of the ordering judicial official;
- d) type of transcript (ordinary, 30-day, 14-day, expedited, 3-day, daily, hourly);
- e) number of pages of transcript and the per page rate;
- f) extended totals; and
- g) amount of any credit for delinquent delivery or other deduction, if applicable.

C. Invoicing errors.

In the event the contractor fails to include any credit or other deduction on an invoice, the Court may compute the credit and effect a setoff, reducing the payment accordingly.

6. Inspection

The contractor shall maintain, through appropriate accounting procedures and methods, and the Clerk or his designee shall have the right to examine and audit, all records and documents received by the contractor. This right of examination shall include inspection at all reasonable times of the Contractor's facility.

TRANSCRIBER TERMS AND CONDITIONS

1. Extent of Obligation

The Court is obligated under this solicitation only to the extent of calls or emails placed by authorized individuals against this agreement. The Transcriber (referred to herein as "Contractor") is cautioned that performing services in response to calls or emails from anyone other than those authorized by the solicitation may result in delay or denial of payment for that unauthorized call.

2. Individuals Authorized to Place Calls/Orders and Dollar Limitations

The individuals authorized to place calls/orders under this Agreement are as follows:

SF Court Reporter Supervisor,

SF Director of Courtroom Operations,

SJ Divisional Office Manager,

SJ Divisional Office Supervisor, Oak

Divisional Office Manager, and Oak

Divisional Office Supervisor.

3. Security Clearance Requirements

Contractors performing work under this solicitation may be subject to background checks which may include: fingerprint criminal history check; credit check, name check of FBI record, and/or tax check of IRS record for the last three years.

4. Handling Sealed Materials and Confidential Data

- (a) The Contractor must at all times ensure the security of court records in their possession. Sealed transcripts are assigned to CAND court reporters.
- (b) The Government 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 Court Reporter Supervisor and/or the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- (c) The Court Reporter Supervisor and/or the Contracting Officer will advise the Contractor whenever the Government places a Reporting Services Order for a proceeding which will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide a Reporter, in which event such services shall be outside the scope of this contract.
- (d) The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.

- (e) 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 transcription services under this contract.
- (f) Notwithstanding any other provision of this contract, the Contractor may deliver transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such transcript 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 transcript containing classified material or information after the delivery of the original transcript to the Contracting Officer and/or the Clerk of Court.

5. B-5 Clauses Incorporated by Reference.

This solicitation incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clauses may be accessed electronically at the following web address: <http://www.uscourts.gov/procurement.aspx>.

Clause	Title	Date
1-1	Employment by the Government	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
2-65	Key Personnel	APR 2013
3-3	Provisions, Clauses, Terms & Conditions – Small Purchases	JUN 2014
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MAR 2019
3-45	Anti-Kickback Procedures	JUN 2012
3-160	Service Contract Act of 1965, As Amended	MAR 2019
3-175	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multi-Year and Option Contracts)	MAR 2019
3-205	Protest After Award	JAN 2003
4-20	Requirements	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary – Contractor Relationship	JAN 2003
7-85	Examination of Records	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-145	Government Purchase Card	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013

7-205	Payment for Judiciary Holidays	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
7-230	Termination for Default – Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

TRANSCRIBER COVER SHEET

Instructions: Please complete this cover sheet and CAND TR Forms A through D (all forms in this application packet) and read the Statement of Work and Terms and Conditions, then complete the certification below. Submit all forms with this cover sheet to sandy_nunes@cand.uscourts.gov. Must be received by 2/17/2022 at 2:00 pm. Followed by a hard copy with original signatures mailed to USDC, 450 Golden Gate Ave, 16-1120, Attn: Sandy Nunes, San Francisco, CA 94102.

My Information:

Name:	Contact name (if different):
Street address:	Email:
City, state, zip:	Phone:
<p>I hold the following certifications: <input type="checkbox"/> RPR <input type="checkbox"/> CSR <input type="checkbox"/> CCR <input type="checkbox"/> RMR.</p> <p>For NCRA/NVRA Certificate, provide Title, Registration Number & Date Received:</p> <p>For Other Certification provide name of grantor and city, state, for which conferred:</p>	

Certification:

I hereby certify that I have reviewed the following documents provided to the public in support of Solicitation No. CANDCLERK22-TR.

By initialing each item and signing below, I certify that I understand and accept the terms and conditions of work set forth in these documents:

Initial each item:

- _____ Statement of Work, including minimum qualifications
- _____ Terms and Conditions
- _____ Court's maximum transcript rates (cand.uscourts.gov/transcriptrates)

DATE:

SIGNATURE:

TRANSCRIBER REFERENCES

We require at least 3 professional references for whom you performed, within the past 3 years, transcription services similar to those described in the Statement of Work.

NAME:

Reference #1 **Date range of work:**

Reference name (Firm, company, court or individual)

Reference contact information

Name

Email

Telephone #

Contract # (if applicable)

Description of work:

Reference #2 **Date range of work:**

Reference name: (Firm, company, court or individual)

Reference contact information:

Name

Email

Telephone #

Contract #: (if applicable)

Description of work:

Reference #3 **Date range of work:**

Reference name: (Firm, company, court or individual)

Reference contact information:

Name

Email

Telephone #

Contract #: (if applicable)

Description of work:

TRANSCRIBER BUSINESS INFORMATION

If you are not registered in the System for Award Management (www.sam.gov), you must complete and return this form.

Taxpayer Identification Number (TIN)¹

"Taxpayer Identification (TIN)" means the number you will use in reporting income tax and other returns to the Internal Revenue Service (IRS). The TIN may be either a social security number or an employer identification number.

- ☐ My TIN is
- ☐ I have applied for a TIN and will provide it as soon as I receive it.

Type of Organization*

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Corporate entity (not tax-exempt)
- ☐ Other [specify]

Contractor Representations

I represent as part of my application that my business is ☐ is not ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

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

By signing below, I certify that the above information is complete and correct, and I understand that the provision of incorrect or incomplete information can be grounds for revocation of any contract that might result from my application.

NAME:

DATE:

SIGNATURE:

¹¹¹ The TIN and type of organization information 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, your failure or refusal to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

The TIN may be used by the government to collect and report on any delinquent amounts arising out of your 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 your TIN.

TRANSCRIPT PRICING SCHEDULE

Pricing applicable to work performed during the contract period shall be as shown below.

TRANSCRIPT PRICING	UNIT	UNIT PRICE
Ordinary Transcript	Page	\$3.65
14-Day Transcript	Page	\$4.25
Expedited (7-day) Transcript	Page	\$4.85
3-day Transcript	Page	\$5.45
Daily Transcript	Page	\$6.05
Hourly Transcript	Page	\$7.25

See <https://www.cand.uscourts.gov/transcriptrates> for further description of terms used in this chart.

I have reviewed the above pricing schedule and I offer to perform services for the United States District Court, Northern District of California on those terms if my response to the solicitation is approved.

NAME:

DATE:

SIGNATURE:

REQUEST FOR PROPOSAL – LICENSE FOR TRANSCRIPTION SERVICES

Issued **1/30/2023** by United States District Court for the Northern District of California, proposals will be received by email to sandy_nunes@cand.uscourts.gov **by 2:00 p.m. on 2/17/2023**. You must mail a hard copy of original signatures to USDC, 450 Golden Gate Avenue, 16-1120, Attn: Sandy Nunes, San Francisco. Contract Period is for 3/01/2023 through 2/29/2024. For information, contact Sandy Nunes (415-522-3639, sandy_nunes@cand.uscourts.gov).

OFFER

The offeror agrees to perform the work required at the prices specified herein 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 of Vendor:

Name and Title of Person authorized to sign proposal (if different from Vendor name):

TIN No.:

DUNS No.:

Signature:

Date:

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 Mark Busby ("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. Contract period is for March 1, 2023 through February 29, 2024.

FOR THE UNITED STATES OF AMERICA

Name of Contracting Officer: Helene McVanner

Signature of Contracting Officer:

Award Date:

Note: Typed forms and forms that include a populated Type of Vendor may result in more efficient and precise processing. **For handwritten forms, please see the General Instructions for the list of options for the Type of Vendor, Part 5 - U.S. Tax Classification, and Part 8 - Account Type drop down menus.

Part 1 Payee Information

Line 2. Additional payee information: (if applicable)

EIN: [REDACTED] - [REDACTED] or SSN: [REDACTED] - [REDACTED] - [REDACTED]

Street address:

City: _____ State: _____ Zip code: _____

Point of Contact (if different from Part 1, Line 1 above) Name: _____

Phone #: (no dashes) Email address:

Street address:

City: _____ State: _____ Zip code: _____

Owner(s) name as it appears on bank account: _____

Bank Name: _____

[illegible][illegible]

Under penalties of perjury, I certify that:

- The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Sensitive information must be securely maintained and only visible to designated staff.

General Instructions

Purpose of the AO 213: The Judiciary utilizes the AO 213 to collect information necessary to facilitate payment. For many payments, the Judiciary is required to file an information return (e.g., 1099-MISC; 1099-NEC; 1099-INT) with the IRS and, therefore, must obtain payees' correct names and associated TINs to do so. If a TIN is not provided, a payee may be subject to backup withholding – situations where the Judiciary must withhold a certain percentage to ensure the IRS receives any tax due on the payment.

Payments disbursed by the Treasury on the Judiciary's behalf must collect payee TINs to comply with the Treasury's TIN Policy. Payee TINs, obtained through this form, may be used by the government to collect and report on any delinquent amounts arising out of the payee's relationship with the government.

****Vendor Type:** Select the option from the Vendor Type drop down menu that most accurately reflects current business operations or type of individual requiring a payment from the Judiciary.

The following are the available choices for this drop down menu:

- Billing/Accounts Receivable
- Business Entity
- Court Reporter
- Fed Pub Defender
- Intern
- Juror
- Other

Intern vendors, enter the effective end date only if intern vendor is selected in the Type of Vendor drop down.

Part 1, Line 1

Do not leave this line blank. Enter only one name for you or your entity. The name should match the name on your or your entity's U.S. tax return.

Name or Entity	Instructions
Individual	Enter the name shown on your U.S. tax return. If you have changed your last name without informing the Social Security Administration of the name change, enter your first name, the last name as shown on your social security card, and your new last name. For Individual Taxpayer Identification Number (ITIN) applicants, enter your name as it was entered on your IRS form W-7 application, line 1a.
Sole Proprietor or Single Member LLC	Enter the name shown on the IRS 1040/1040A/1040EZ. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Partnership, LLCs, or Corporations (except Single-Member LLCs)	Enter entity name as shown on the entity's U.S. tax return in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Medical and Healthcare Providers	Enter the name shown on the IRS 1040/1040A/1040EZ. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Other Entities (e.g., trusts, non-profit entities, government agencies)	Enter entity name as shown on the entity's U.S. tax return in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.

Part 1, Line 2

If this form is being completed so that a Treasury check may be issued payable to more than one person or entity, or if an EFT payment will be issued to an account owned jointly, enter in Part 1, Line 1 the name of the person or entity whose TIN you entered in Part 3. Additional names (e.g., "and" or "or") or additional information for U.S. Treasury check payments (e.g., "care of") must be entered in Part 1, Line 2.

If payments is to be made by...	Then, enter the following...
EFT to Payee 1 AND Payee 2, co-owners of a joint account	Payee 1's name in Part 1, Line 1; Payee 2's name in Part 1, Line 2; Payee 1's TIN in Part 3.
A Treasury check made payable to Payee 1, Payee 2, AND Payee 3	Payee 1's name in Part 1, Line 1; Payee 2's name AND Payee 3's name in Part 1, Line 2; Payee 1's TIN in Part 3.
A Treasury check made payable to Payee 1, Payee 2 OR Payee 3	Payee 1's name in Part 1, Line 1; Payee 2's name OR Payee 3's name in Part 1, Line 2; Payee 1's TIN in Part 3.
A Treasury check made payable to Payee 1, CARE OF (c/o) Power of Attorney	Payee 1's name in Part 1, Line 1; C/O Power of Attorney name in Part 1, Line 2; Payee 1's TIN in Part 3.

Part 2

If you have a business or DBA name, you may enter it in Part 2.

Part 3

Enter your or your entity's TIN in the appropriate box. The TIN must be the TIN associated with the one person or one entity listed in Part 1, Line 1. If you are a resident alien and you do not have – and are not eligible to get – an SSN, your TIN is your ITIN. Enter it in the social security number box. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Part 4

If applicable, enter your 12 alpha-numeric SAM Unique Entity Identifier (SAM UEI).

Part 5

****U.S Tax Classification:** Select the appropriate box in Part 5 for the U.S. tax classification of the person or the entity's whose name is entered in Part 1.

The following are the available choices for this drop down menu:

- Attorney or Law Firm (including LLCs and corporations)
- C Corporation (non-health/medical care provider nor attorney/law firm)
- S Corporation (non-health/medical care provider nor attorney/law firm)
- Government Entity (fed, state, local)
- Individual
- LLC - C Corp (non-health/medical care provider nor attorney/law firm)
- LLC - S Corp (non-health/medical care provider nor attorney/law firm)
- LLC - Partnership (non-health/medical care provider nor attorney/law firm)
- Medical or Health Care Provider (including LLCs and Corporations)
- Non-Profit
- Partnership
- Single-member LLC
- Sole Proprietor
- Trust/Estate

Part 6

Enter your address (number, street, and apartment or suite number). This is where your paper Treasury check and any information returns (e.g., 1099-MISC; 1099-NEC; 1099-INT), if applicable, will be mailed.

A point-of-contact (POC), email, and phone number may be entered, if desired. A POC must be entered should the POC differ from the entity or individual in Part 1, Line 1.

Part 7

If you have an additional address other than the address provided in Part 6, such as a physical address different from the mailing address for payment and information returns, you may enter it here.

Part 8

The Routing Number must be nine digits. If you are unsure of your banking information, consult your financial institution.

****Account Type:** You must identify your account as either checking or savings to ensure our payment is accepted by your financial institution.

The following are the available choices for this drop down menu:

- Checking
- Savings

Part 9

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

For item 3, you are considered a U.S. person, for federal tax purposes, if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in, or under the laws of, the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in 26 CFR 301.7701-7).

For a joint account EFT payment or a joint payment by a Treasury check, only the person whose TIN is shown in Part 3 should sign.

TRANSCRIBERS AUTHORIZED TO WORK UNDER CONTRACT

The following reporters are authorized to provide services under this contract:

Any additions/substitutions to the above list shall be subject to approval of the Contracting Officer.

Clause 2-65, Key Personnel

(a) Key Personnel (APR 2013)

(b) Individuals identified in attachment J.2 as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:

- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
- (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
- (3) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (4) As a minimum (r as otherwise specified in the solicitation), resumes all include the following information:
 - a) name of person;
 - b) functional responsibility;
 - c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - d) citizenship status;
 - e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience for each position held including specific experience related to the requirements of this contract; and
 - f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).

- (5) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

TRANSCRIPT REPORT OF ORDERS RECEIVED

The contractor must submit the following information by the 15th of every month during the services period.

ORIGINALS

Quantity of Services Ordered	Service Type	Number of pages	Rate/Unit	\$ Total Per Service
	Ordinary			
	14-Day			
	Expedited (7-day)			
	3-day			
	Daily			
	Hourly			

COPIES

Quantity of Services Ordered	Service Type	Number of pages	Rate/Unit	\$ Total Per Service
	Ordinary			
	14-Day			
	Expedited (7-day)			
	3-day			
	Daily			
	Hourly			

Did you apply for jobs this month? If yes, how many?

How many jobs received?

NAME: _____

SIGNATURE: _____

DATE: _____

<p align="center">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor</p>	<p align="center">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
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Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5637
Revision No.: 23
Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate listed on this WD for the ""Janitor"" occupation applies only to San Mateo county. Please refer to WD 1974-1257 to obtain the wage rate and fringe benefits applicable to the ""Janitor"" occupation in 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		21.90
01012 - Accounting Clerk II		24.57
01013 - Accounting Clerk III		27.49
01020 - Administrative Assistant		40.02
01035 - Court Reporter		54.43
01041 - Customer Service Representative I		19.98
01042 - Customer Service Representative II		21.80

01043 - Customer Service Representative III	24.47
01051 - Data Entry Operator I	18.90
01052 - Data Entry Operator II	20.62
01060 - Dispatcher, Motor Vehicle	29.13
01070 - Document Preparation Clerk	18.35
01090 - Duplicating Machine Operator	18.35
01111 - General Clerk I	18.33
01112 - General Clerk II	20.00
01113 - General Clerk III	22.47
01120 - Housing Referral Assistant	28.83
01141 - Messenger Courier	20.40
01191 - Order Clerk I	20.03
01192 - Order Clerk II	21.85
01261 - Personnel Assistant (Employment) I	21.28
01262 - Personnel Assistant (Employment) II	23.79
01263 - Personnel Assistant (Employment) III	26.52
01270 - Production Control Clerk	30.22
01290 - Rental Clerk	19.43
01300 - Scheduler, Maintenance	23.30
01311 - Secretary I	23.30
01312 - Secretary II	25.86
01313 - Secretary III	28.83
01320 - Service Order Dispatcher	28.67
01410 - Supply Technician	40.02
01420 - Survey Worker	27.28
01460 - Switchboard Operator/Receptionist	20.91
01531 - Travel Clerk I	22.18
01532 - Travel Clerk II	24.15
01533 - Travel Clerk III	26.16
01611 - Word Processor I	25.85
01612 - Word Processor II	29.02
01613 - Word Processor III	32.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	29.70
05010 - Automotive Electrician	27.67
05040 - Automotive Glass Installer	26.18
05070 - Automotive Worker	26.18
05110 - Mobile Equipment Servicer	23.08
05130 - Motor Equipment Metal Mechanic	29.18
05160 - Motor Equipment Metal Worker	26.18
05190 - Motor Vehicle Mechanic	29.18
05220 - Motor Vehicle Mechanic Helper	21.33
05250 - Motor Vehicle Upholstery Worker	24.68
05280 - Motor Vehicle Wrecker	26.18
05310 - Painter, Automotive	27.67
05340 - Radiator Repair Specialist	26.18
05370 - Tire Repairer	19.95
05400 - Transmission Repair Specialist	29.18
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.82
07041 - Cook I	21.70
07042 - Cook II	24.62
07070 - Dishwasher	17.57
07130 - Food Service Worker	18.05
07210 - Meat Cutter	21.34
07260 - Waiter/Waitress	16.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.75
09040 - Furniture Handler	16.69
09080 - Furniture Refinisher	24.00
09090 - Furniture Refinisher Helper	19.60
09110 - Furniture Repairer, Minor	21.31
09130 - Upholsterer	23.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.26

11060 - Elevator Operator	17.26
11090 - Gardener	28.06
11122 - Housekeeping Aide	18.36
11150 - Janitor	18.36
11210 - Laborer, Grounds Maintenance	21.59
11240 - Maid or Houseman	20.38
11260 - Pruner	19.43
11270 - Tractor Operator	25.94
11330 - Trail Maintenance Worker	21.59
11360 - Window Cleaner	20.41
12000 - Health Occupations	
12010 - Ambulance Driver	24.06
12011 - Breath Alcohol Technician	32.03
12012 - Certified Occupational Therapist Assistant	41.39
12015 - Certified Physical Therapist Assistant	37.13
12020 - Dental Assistant	26.98
12025 - Dental Hygienist	60.38
12030 - EKG Technician	40.40
12035 - Electroneurodiagnostic Technologist	40.40
12040 - Emergency Medical Technician	24.06
12071 - Licensed Practical Nurse I	28.63
12072 - Licensed Practical Nurse II	32.03
12073 - Licensed Practical Nurse III	35.71
12100 - Medical Assistant	26.75
12130 - Medical Laboratory Technician	36.96
12160 - Medical Record Clerk	26.41
12190 - Medical Record Technician	29.55
12195 - Medical Transcriptionist	27.36
12210 - Nuclear Medicine Technologist	72.75
12221 - Nursing Assistant I	16.15***
12222 - Nursing Assistant II	18.16
12223 - Nursing Assistant III	19.81
12224 - Nursing Assistant IV	22.24
12235 - Optical Dispenser	28.22
12236 - Optical Technician	26.64
12250 - Pharmacy Technician	26.89
12280 - Phlebotomist	26.78
12305 - Radiologic Technologist	58.76
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)	39.68
12320 - Substance Abuse Treatment Counselor	27.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.70
13012 - Exhibits Specialist II	31.84
13013 - Exhibits Specialist III	38.94
13041 - Illustrator I	29.12
13042 - Illustrator II	36.07
13043 - Illustrator III	44.12
13047 - Librarian	41.29
13050 - Library Aide/Clerk	24.51
13054 - Library Information Technology Systems Administrator	37.28
13058 - Library Technician	28.80
13061 - Media Specialist I	26.90
13062 - Media Specialist II	30.10
13063 - Media Specialist III	33.54
13071 - Photographer I	22.43
13072 - Photographer II	25.09
13073 - Photographer III	31.05
13074 - Photographer IV	38.02

13075 - Photographer V	45.99
13090 - Technical Order Library Clerk	26.99
13110 - Video Teleconference Technician	29.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.37
14042 - Computer Operator II	27.27
14043 - Computer Operator III	30.40
14044 - Computer Operator IV	33.78
14045 - Computer Operator V	37.41
14071 - Computer Programmer I	(see 2)
14072 - Computer Programmer II	(see 2)
14073 - Computer Programmer III	(see 2)
14074 - Computer Programmer IV	(see 2)
14101 - Computer Systems Analyst I	(see 2)
14102 - Computer Systems Analyst II	(see 2)
14103 - Computer Systems Analyst III	(see 2)
14150 - Peripheral Equipment Operator	24.37
14160 - Personal Computer Support Technician	33.78
14170 - System Support Specialist	41.30
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	42.23
15020 - Aircrew Training Devices Instructor (Rated)	51.08
15030 - Air Crew Training Devices Instructor (Pilot)	61.24
15050 - Computer Based Training Specialist / Instructor	42.23
15060 - Educational Technologist	36.05
15070 - Flight Instructor (Pilot)	61.24
15080 - Graphic Artist	37.58
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	61.24
15086 - Maintenance Test Pilot, Rotary Wing	61.24
15088 - Non-Maintenance Test/Co-Pilot	61.24
15090 - Technical Instructor	33.03
15095 - Technical Instructor/Course Developer	40.40
15110 - Test Proctor	26.67
15120 - Tutor	26.67
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	19.34
16030 - Counter Attendant	19.34
16040 - Dry Cleaner	22.10
16070 - Finisher, Flatwork, Machine	19.34
16090 - Presser, Hand	19.34
16110 - Presser, Machine, Drycleaning	19.34
16130 - Presser, Machine, Shirts	19.34
16160 - Presser, Machine, Wearing Apparel, Laundry	19.34
16190 - Sewing Machine Operator	23.02
16220 - Tailor	23.94
16250 - Washer, Machine	20.26
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	30.23
19040 - Tool And Die Maker	36.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.53
21030 - Material Coordinator	30.22
21040 - Material Expediter	30.22
21050 - Material Handling Laborer	20.70
21071 - Order Filler	18.43
21080 - Production Line Worker (Food Processing)	22.53
21110 - Shipping Packer	21.34
21130 - Shipping/Receiving Clerk	21.34
21140 - Store Worker I	18.42
21150 - Stock Clerk	24.02
21210 - Tools And Parts Attendant	22.53
21410 - Warehouse Specialist	22.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	41.22
23019 - Aircraft Logs and Records Technician	33.18

23021 - Aircraft Mechanic I	39.23
23022 - Aircraft Mechanic II	41.22
23023 - Aircraft Mechanic III	42.97
23040 - Aircraft Mechanic Helper	28.67
23050 - Aircraft, Painter	37.20
23060 - Aircraft Servicer	33.18
23070 - Aircraft Survival Flight Equipment Technician	37.20
23080 - Aircraft Worker	35.21
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	35.21
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	39.23
23110 - Appliance Mechanic	28.11
23120 - Bicycle Repairer	22.47
23125 - Cable Splicer	47.86
23130 - Carpenter, Maintenance	36.14
23140 - Carpet Layer	31.96
23160 - Electrician, Maintenance	50.38
23181 - Electronics Technician Maintenance I	34.76
23182 - Electronics Technician Maintenance II	36.73
23183 - Electronics Technician Maintenance III	38.72
23260 - Fabric Worker	32.19
23290 - Fire Alarm System Mechanic	29.18
23310 - Fire Extinguisher Repairer	30.21
23311 - Fuel Distribution System Mechanic	37.74
23312 - Fuel Distribution System Operator	29.85
23370 - General Maintenance Worker	27.07
23380 - Ground Support Equipment Mechanic	39.23
23381 - Ground Support Equipment Servicer	33.18
23382 - Ground Support Equipment Worker	35.21
23391 - Gunsmith I	30.21
23392 - Gunsmith II	34.28
23393 - Gunsmith III	38.19
23410 - Heating, Ventilation And Air-Conditioning Mechanic	34.00
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	35.73
23430 - Heavy Equipment Mechanic	36.73
23440 - Heavy Equipment Operator	46.65
23460 - Instrument Mechanic	41.91
23465 - Laboratory/Shelter Mechanic	36.22
23470 - Laborer	20.70
23510 - Locksmith	27.98
23530 - Machinery Maintenance Mechanic	37.64
23550 - Machinist, Maintenance	29.58
23580 - Maintenance Trades Helper	20.56
23591 - Metrology Technician I	41.91
23592 - Metrology Technician II	44.04
23593 - Metrology Technician III	45.91
23640 - Millwright	45.53
23710 - Office Appliance Repairer	25.39
23760 - Painter, Maintenance	30.71
23790 - Pipefitter, Maintenance	41.14
23810 - Plumber, Maintenance	39.02
23820 - Pneudraulic Systems Mechanic	38.19
23850 - Rigger	35.44
23870 - Scale Mechanic	34.28
23890 - Sheet-Metal Worker, Maintenance	36.39
23910 - Small Engine Mechanic	25.63
23931 - Telecommunications Mechanic I	36.29
23932 - Telecommunications Mechanic II	38.15
23950 - Telephone Lineman	39.19
23960 - Welder, Combination, Maintenance	32.75
23965 - Well Driller	33.43
23970 - Woodcraft Worker	38.19

23980 - Woodworker	30.21
24000 - Personal Needs Occupations	
24550 - Case Manager	22.64
24570 - Child Care Attendant	17.96
24580 - Child Care Center Clerk	22.38
24610 - Chore Aide	16.73
24620 - Family Readiness And Support Services Coordinator	22.64
24630 - Homemaker	22.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	50.98
25040 - Sewage Plant Operator	49.65
25070 - Stationary Engineer	50.98
25190 - Ventilation Equipment Tender	37.27
25210 - Water Treatment Plant Operator	49.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	46.31
27007 - Baggage Inspector	19.32
27008 - Corrections Officer	44.13
27010 - Court Security Officer	46.28
27030 - Detection Dog Handler	25.35
27040 - Detention Officer	44.13
27070 - Firefighter	51.38
27101 - Guard I	19.32
27102 - Guard II	25.35
27131 - Police Officer I	54.20
27132 - Police Officer II	60.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.88
28042 - Carnival Equipment Repairer	23.67
28043 - Carnival Worker	16.39
28210 - Gate Attendant/Gate Tender	21.94
28310 - Lifeguard	16.34
28350 - Park Attendant (Aide)	24.54
28510 - Recreation Aide/Health Facility Attendant	17.91
28515 - Recreation Specialist	30.40
28630 - Sports Official	19.54
28690 - Swimming Pool Operator	26.86
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	42.43
29020 - Hatch Tender	42.43
29030 - Line Handler	42.43
29041 - Stevedore I	39.97
29042 - Stevedore II	44.83
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 3)	50.68
30011 - Air Traffic Control Specialist, Station (HFO) (see 3)	34.95
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 3)	38.49
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	43.55
30051 - Cryogenic Technician I	36.11
30052 - Cryogenic Technician II	39.89
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	31.23
30095 - Evidence Control Specialist	32.62
30210 - Laboratory Technician	28.01
30221 - Latent Fingerprint Technician I	45.41
30222 - Latent Fingerprint Technician II	50.16
30240 - Mathematical Technician	43.43
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
30375 - Petroleum Supply Specialist	39.89
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	39.89
30461 - Technical Writer I	35.93
30462 - Technical Writer II	43.96
30463 - Technical Writer III	53.16
30491 - Unexploded Ordnance (UXO) Technician I	32.21
30492 - Unexploded Ordnance (UXO) Technician II	38.97
30493 - Unexploded Ordnance (UXO) Technician III	46.71
30494 - Unexploded (UXO) Safety Escort	32.21
30495 - Unexploded (UXO) Sweep Personnel	32.21
30501 - Weather Forecaster I	36.54
30502 - Weather Forecaster II	44.45
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 30.99
30621 - Weather Observer, Senior	(see 3) 33.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	38.97
31020 - Bus Aide	22.20
31030 - Bus Driver	30.85
31043 - Driver Courier	21.54
31260 - Parking and Lot Attendant	16.88
31290 - Shuttle Bus Driver	21.19
31310 - Taxi Driver	19.72
31361 - Truckdriver, Light	23.31
31362 - Truckdriver, Medium	24.97
31363 - Truckdriver, Heavy	28.46
31364 - Truckdriver, Tractor-Trailer	28.46
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.00
99030 - Cashier	17.02
99050 - Desk Clerk	19.60
99095 - Embalmer	30.14
99130 - Flight Follower	32.21
99251 - Laboratory Animal Caretaker I	20.47
99252 - Laboratory Animal Caretaker II	22.14
99260 - Marketing Analyst	46.56
99310 - Mortician	29.47
99410 - Pest Controller	24.35
99510 - Photofinishing Worker	23.56
99710 - Recycling Laborer	35.32
99711 - Recycling Specialist	41.97
99730 - Refuse Collector	31.79
99810 - Sales Clerk	17.34
99820 - School Crossing Guard	21.25
99830 - Survey Party Chief	55.55
99831 - Surveying Aide	32.11
99832 - Surveying Technician	37.88
99840 - Vending Machine Attendant	18.66
99841 - Vending Machine Repairer	22.07
99842 - Vending Machine Repairer Helper	18.66

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 12 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) JANITOR: The rate listed on this WD for the ""Janitor"" occupation applies only to Marin and San Mateo counties. Please refer to WD 1974-1257 to obtain the wage rate and fringe benefits applicable to the ""Janitor"" occupation in San Francisco County.

2) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job

families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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