

UNITED STATES DISTRICT COURT
Northern District of California
CLERK'S OFFICE ADMINISTRATION DEPARTMENT
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102

REQUEST FOR QUOTATION

This is a Request for Quote (RFQ) based on OPEN MARKET PRICING to mailing services for various jury summonses. The period covered by this contract is 02/20/2025 – 2/19/2026. The services needed are:

Printing and mailing One Step Jury Summons;
Printing and mailing, Second Notices and mailing
JQQ, Questionnaire, etc; and
Printing and mailing Grand Jury Summonses.

Request Date: January 24, 2025
Question Closing Date: 11:00 a.m. (PST) on Feb 03, 2025
Request Closing Date: 2:00 p.m. (PST) on Feb 14, 2025
RFQ Number: CANDCLERK

Special Notes and Instructions

1. This is a request by the United States District Court, Northern District of California (the "Court") for Open Market Pricing.
2. Award will be made on a 'lowest price / technically acceptable' per vehicle cost.
3. All questions or clarifications must be submitted by 11:00 a.m. (PST) on Feb 3, 2025, to the court representative listed in item 4.
4. **Quotes must be emailed to the below listed court representative at the listed address no later than 2:00 p.m. on the Requested Closing Date of Feb 14th, 2025:**

Deepak Shankar, Procurement Specialist
U.S District Court | Northern District of California
450 Golden Gate Ave, 16th Floor
Room 1120
San Francisco, CA 94102
Deepak_Shankar@cand.uscourts.gov

5. If the proposing company fails to provide the required information or if the information cannot be verified to the satisfaction of the court, then the proposing company's proposal may be rejected without further consideration.

STATEMENT OF WORK

Note: the San Francisco Jury Unit will serve as the main contact for the projects and will coordinate mailings for San Francisco, San Jose, Oakland, and McKinleyville. Work will take place at the vendor's place of business. All envelopes will be provided to the vendor for this project.

A. Regular Jury Summonses - addressing and mailing.

It is anticipated that a total of approximately 50,000 summonses will need to be sent out every week, in quantities of 500- 2,000 potentially for a 12-month period beginning on February 20, 2025. The total might be more, or it might be less.

There are four (4) summons templates, and each corresponds to each court location. Even though there are four templates, the format will be the same. Vendor is requested to digitally print the summons in color and add the relevant information instead of the Court providing a pre-printed summons. The summons is double-sided with space on the front to print the names, addresses, part numbers, on-call dates, and associated bar codes for the potential jurors, as well as QR codes for the Court. The court will supply the pre-printed #10 windowed envelopes with the Court's G-18 permit on it.

1. Summons Processing:

- The vendor will mail merge data file to the summons in the appropriate quantity for each division as needed and digitally print the summons in color. For example, 1 000 San Francisco summonses will need to be digitally printed, names, addresses and bar codes will need to be printed on the summons; then folded, inserted into the windowed envelope, and mailed.
- The vendor will mail the letter using the Court's G-18 permit for first class mail. Vendor is responsible for adhering to the rules governing presorted first-class mail and for taking advantage of available USPS discounts.
- The vendor will confirm with the court that the file is correct prior to the printing/mailing.
- The vendor will ensure that the address and bar code on the summons are visible in the window.
- Jury Unit will transmit an excel spreadsheet containing confidential names and addresses of prospective jurors as well as a participant number and dates of service. The file will be provided in zip code order.
- Vendor must support rapid turn-around times to meet the needs of the court. Mailed items must be delivered no later than three (3) business days following receipt of download files. Mailing timing and quality control must be maintained at the highest levels over the yearlong contract. Internal staffing issues or back-log of other jobs must not be allowed to interfere with the efficient processing of the court's mailings.
- The vendor will take care of all additional pre-sort requirements other than zip code order, as well as make use of any other available discounts.

2. Mailing Requirement:

All mailings must be delivered to the Post Office along with a copy of the PS Form 3615 that we will provide for each mailing. Once the form has been filled out by the Post Office, the vendor will need to return the original to Deepak Shankar, not the Jury unit. Additionally, once the vendor receives the PS 3600 it must also be provided to Deepak Shankar, and the forms should be mailed to his attention at U.S. District Court, 450 Golden Gate Ave, Room 16-1120, San Francisco, CA 94102 or sent via email to: Deepak_Shankar@cand.uscourts.gov

Mailings will take place weekly, but the quantity of summonses will change.

B. Grand Jury Summonses - printing and mailing

It is anticipated that approximately 1,500 grand jury summonses will need to be printed and mailed. There will be approximately one (1) mailing during the year consisting of 1,500 pieces per mailing.

The court will supply the pre-printed #10 windowed envelopes with the Court's G-18 permit on it.

1. Grand Jury Summons Requirement:

a. Grand Jury Summons:

- Double-sided.
- 8-1/2" x 11 " sheet of white paper.
- Off-set printing with two-color ink black and blue (note: there are variations of blue throughout);
- Bleeding of color not acceptable; and
- Jury Unit will provide the data file with names, addresses, etc. to merge and print.

2. Grand Jury Summons Processing:

- The Jury Office will send a file to the vendor with master documents and mailing list.
- The vendor will print the documents and mail merge data file to the time sensitive summons.
- Summons will need to be folded and will need to be inserted into the #10 windowed envelope along with a BRE with the address and zip code bar properly showing in the window.
- The vendor will mail the letter using the Court's G-18 permit for first class mail. Vendor is responsible for adhering to the rules governing presorted first-class mail and for taking advantage of available USPS discounts.
- Vendor must support rapid turn-around times to meet the needs of the court. Mailed items must be delivered no later than three (3) business days following receipt of download files unless someone from the Jury Office has instructed otherwise. Mailing timing and quality control must be maintained at the highest levels over the yearlong contract. Internal staffing issues or back-log of other jobs must not be allowed to interfere with the efficient processing of the Court's mailings.
- The vendor will take care of all additional pre-sort requirements other than zip code order, as well as make use of any other available discounts.

C. Jury Second Notice, Juror Qualification Questionnaires- addressing and mailing.

It is anticipated that up to 33,000 second notices, juror qualification questionnaires (JQQs), business reply envelopes (BREs) will need to be mailed over a twelve (12) month period to prospective jurors who did not respond the first time they received a notice from our Court. Mailings will take place weekly and each week it is estimated that 600-900 letters will be mailed. Some mailings might be more and others less.

There are four (4) second notice templates and each corresponds to a specific court location. Even though there are four (4) templates, the format will be the same. The vendor is requested to digitally print the summons in color and add the relevant information instead of the Court providing the pre-printed second notices for each location. The notice is double-sided with space on the front to print the names, addresses, participant numbers, two (2) week on-call period and associated bar codes for the potential jurors, as well as QR code and web address for the Court.

The Court will supply the JQQs which a one-page, double-sided form with room on the front for the vendor to print the names, addresses, participant numbers and associated bar codes for the potential jurors as well as the QR code and web address for the Court. The JQQ is a standard judiciary form and does not correspond to a specific court location as the follow-up letters do.

Occasionally a Supplemental Questionnaire (such as a time screen for a lengthy trial) will also need to be included in the meeting. This is not a standard form or template, and the vendor will be emailed the document to be printed and inserted when needed. The supplemental questionnaire will be a one (1) or two (2)-sided, black and white document that does not need any mail merging.

The Court will also supply the pre-printed #10 windowed envelopes with the Court's G-18 permit on it as well as the BREs.

D. Grand Jury Second Notice, Juror Qualification Questionnaires- addressing and mailing.

It is anticipated that up to 1,000 grand jury second notices, juror qualification questionnaires (JQQs), supplemental questionnaires and business reply envelopes (BREs) will need to be mailed over a twelve (12) month period to prospective jurors who did not respond the first time they received a notice from our Court. One (1) mailing will take place.

The vendor is requested to digitally print the summons in color and add the relevant information instead of the Court providing the pre-printed second notices for each location. The notice is double-sided with space on the front to print the names, addresses, participant numbers, two (2) week on-call

period and associated bar codes for the potential jurors, as well as QR code and web address for the Court. The Court will supply the JQQs which are a one-page, double-sided form with room on the front for the vendor to print the names, addresses, participant numbers, two (2) week on-call period and associated bar codes for the potential jurors as well as QR code and web address for the Court. There is a section on the back to print a set list of excuses. The JQQ is standard judiciary form and does not correspond to a specific court location as the follow-up letters do.

1. Petit Second Notice Processing / Grand Jury Second Notice Processing:

- The vendor shall mail merge data file to the second notice in the appropriate quantity for each division as needed. For example, 600 San Francisco addresses merged to 600 San Francisco second notices.
- The vendor shall mail merge data file to the JQQs and address each JQQ.
- The vendor shall occasionally receive an emailed supplemental questionnaire and print the document. No mail merge is needed on this document as it is generic.
- The vendor shall match each second notice and JQQ and include, if required, a supplemental questionnaire.
- The vendor shall mail the second notice, JQQ, occasional supplemental questionnaire and BRE using the Court's G-18 permit for first class mail. Vendor is responsible for adhering to the rules governing presorted first-class mail and for taking advantage of available USPS discounts.
- The vendor shall confirm with the court that the file is correct prior to the printing/mailing.
- The vendor shall fold the second notice, JQQ, and occasional supplemental questionnaire and BRE and insert into a windowed envelope and shall ensure that the address and bar code on the summons are visible in the window.
- Jury Unit will transmit an excel spreadsheet containing confidential names and addresses of prospective jurors as well as a participant number and dates of service. The file will be provided in zip code order.
- When utilized, the Jury Unit will email a supplemental questionnaire as a word document.
- Vendor shall support rapid turn-around times to meet the needs of the court. Mailed items must be delivered no later than three (3) business days following receipt of download files unless someone from the Jury Office has instructed otherwise. Mailing timing and quality control must be maintained at the highest levels over the yearlong contract. Internal staffing issues or back-log of other jobs must not be allowed to interfere with the efficient processing of the Court's mailings.

- The vendor shall take care of all additional pre-sort requirements other than zip code order, as well as make use of any other available discounts. The initial CSV files will have gone through National Change of Address (NCOA) searches just prior to having the vendor perform the mailing. The court will then have the NCOA search process performed in six (1) months by the vendor who created the jury wheel. Note: NCOA technically does not apply to this type of mailing as it is not considered mailing from a list.

2. Mailing Requirement:

All mailings must be delivered to the Post Office along with a copy of the PS Form 3615 that we will provide for each mailing. Once the form has been filled out by the Post Office, the vendor shall need to return the original to Deepak Shankar, not the Jury unit. Additionally, once the vendor receives the PS 3600 it shall also be provided to Deepak Shankar and the forms should be mailed to his attention at U.S. District Court, 450 Golden Gate Ave, Room 16-1120, San Francisco, CA 94102 or sent via email to: Deepak_Shankar@cand.uscourts.gov

Mailings will take place weekly, but the quantity might vary.

Please quote:

- Per piece charge for the mailing, including folding & inserting.
- If there are any miscellaneous charges not calculated into the per piece price it should be listed as a separate line item along with a description; and
- Include pick-up and delivery of envelopes and JQQs. (Note: this will not be evaluated as a price factor as the envelopes might be directly shipped from the Government Printing Office).

Note: postage is not quoted because the U.S. Courts Administrative Office will pay postage.

Court's Terms and Conditions are only accepted; *we will not accept vendor's T&C.*

Award

The Court will award a lowest price, technically acceptable contract as a result of this solicitation. Each quote submitted will be evaluated using the criteria above as well as price. Award will be made to the vendor whose proposal is determined to be the lowest price, technically acceptable to the government when considering both the technical evaluation criteria and the proposed price.

Period of Performance:

The period of performance is for 12 months starting February 20, 2025, through February 19, 2026.

We are tax exempt as we are the federal government.

If there are any set-up charges or other miscellaneous fees please make sure that they are included in the line-item estimate.

Payment Terms:

After four (4) weeks of mailings are completed, the vendor shall invoice the court monthly for the mailings and any other necessary materials agreed upon. The court will process payment upon receipt of the invoice. Payments will be made via EFT; payments will not be made by check. The Post Office will directly bill the Administrative Office of the U.S. Courts for the postage.

Attachments:

- Quote
- Sample JQQ and Second Notice for all three locations
- Required Terms and Conditions, Clause and Provisions
- Wage Determination for the County of San Francisco (any other geographical location will need to submit the appropriate Wage Determination)
- AO 213 – Vendor Information Sheet (needs to be filled out unless the vendor is already listed in SAM (System for Award Management))

SF-24-One Step Petit Juror First and Second Notice Mailing-

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	<i>Regular Summonses 1st notice</i>				
2	<i>Second Notice/JQQ</i>				
3	<i>Supplemental questionnaire (occasionally)</i>				
4	<i>Miscellaneous charges</i>				
5	<i>Pickup #10 windowed envelopes from Court, BREs and JQQs</i>	<i>Per trip</i>			
				TOTAL	

SF-24-Grand Juror Regular and Second Notice Mailing-

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	<i>Grand Jury 1st notice</i>				
2	<i>Grand Jury 2nd notice</i>				
3	<i>Supplemental questionnaire (occasionally)</i>				
4	<i>Miscellaneous charges</i>				
5	<i>Pickup #10 windowed envelopes from Court, BREs and JQQs</i>	<i>Per trip</i>			
				TOTAL	

Company Name

DUNS or UEI

Discount Terms or Net 30?

ATTACHMENTS

1. PURCHASE ORDER TERMS AND CONDITIONS

Provisions and Clauses

1. Incorporation of Department of Labor Wage Rate Determination

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

2. SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

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

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

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

Additional Solicitation Provisions

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

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

Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

- (a) *Definitions.*
“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.
- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the

resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):* _____

- TIN has been applied for.
- TIN is not required, because:
 - Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other

(f) *Contractor representations.*

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

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text

available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

The following provisions marked with an 'X' are incorporated by reference:

2-15	Warranty Information (JAN 2003)
2-70	Site Visit (JAN 2003)
2-85A	Evaluation Inclusive of Options (JAN 2003)
2-85B	Evaluation Inclusive of Options (JAN 2003)
2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
4-155	Alternate Awards (JUN 2014)
4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 7-10, Contractor Representative (JAN 2003)

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

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

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

(end)

40A, Variation in Quantity (JAN 2003)

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

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

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

(end)

The following clauses marked with an 'X' are incorporated by reference:

2-5B	Inspection of Services (APR 2013)
2-20A	Incorporation of Warranty (JAN 2003)

	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-50	Continuity of Services (JAN 2003)
X	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-45	Travel (APR 2013)
	7-55	Contractor Use of Judiciary Networks (JUN 2014)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5637
Revision No.: 28
Date Of Last Revision: 12/23/2024

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.

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: determination,	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2025.
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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: determination,	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2025.
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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		23.78
01012 - Accounting Clerk II		26.69
01013 - Accounting Clerk III		29.85
01020 - Administrative Assistant		46.70
01035 - Court Reporter		62.05
01041 - Customer Service Representative I		20.32
01042 - Customer Service Representative II		22.17
01043 - Customer Service Representative III		24.88
01051 - Data Entry Operator I		21.43
01052 - Data Entry Operator II		23.38
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		22.21
01090 - Duplicating Machine Operator		22.21
01111 - General Clerk I		20.58
01112 - General Clerk II		22.46
01113 - General Clerk III		25.22
01120 - Housing Referral Assistant		31.71
01141 - Messenger Courier		23.05
01191 - Order Clerk I		21.34
01192 - Order Clerk II		23.29
01261 - Personnel Assistant (Employment) I		24.85
01262 - Personnel Assistant (Employment) II		27.79

01263 - Personnel Assistant (Employment) III	30.98
01270 - Production Control Clerk	33.35
01290 - Rental Clerk	22.10
01300 - Scheduler, Maintenance	25.43
01311 - Secretary I	25.43
01312 - Secretary II	28.45
01313 - Secretary III	31.71
01320 - Service Order Dispatcher	28.67
01410 - Supply Technician	46.70
01420 - Survey Worker	28.86
01460 - Switchboard Operator/Receptionist	22.24
01531 - Travel Clerk I	24.40
01532 - Travel Clerk II	26.57
01533 - Travel Clerk III	29.01
01611 - Word Processor I	26.14
01612 - Word Processor II	29.33
01613 - Word Processor III	32.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	30.09
05010 - Automotive Electrician	30.12
05040 - Automotive Glass Installer	28.50
05070 - Automotive Worker	28.50
05110 - Mobile Equipment Servicer	25.13
05130 - Motor Equipment Metal Mechanic	31.76
05160 - Motor Equipment Metal Worker	28.50
05190 - Motor Vehicle Mechanic	31.76
05220 - Motor Vehicle Mechanic Helper	23.22
05250 - Motor Vehicle Upholstery Worker	26.88
05280 - Motor Vehicle Wrecker	28.50
05310 - Painter, Automotive	30.12
05340 - Radiator Repair Specialist	28.50
05370 - Tire Repairer	21.61
05400 - Transmission Repair Specialist	31.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	20.93
07041 - Cook I	22.93
07042 - Cook II	26.00
07070 - Dishwasher	19.01
07130 - Food Service Worker	19.17
07210 - Meat Cutter	22.03
07260 - Waiter/Waitress	18.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	29.69
09040 - Furniture Handler	16.69***
09080 - Furniture Refinisher	24.84
09090 - Furniture Refinisher Helper	19.60
09110 - Furniture Repairer, Minor	22.16
09130 - Upholsterer	25.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	19.40

11060 - Elevator Operator	20.06
11090 - Gardener	28.97
11122 - Housekeeping Aide	20.81
11150 - Janitor	(see 1) 20.81
11210 - Laborer, Grounds Maintenance	22.29
11240 - Maid or Houseman	21.68
11260 - Pruner	20.05
11270 - Tractor Operator	26.77
11330 - Trail Maintenance Worker	22.29
11360 - Window Cleaner	23.13
12000 - Health Occupations	
12010 - Ambulance Driver	24.06
12011 - Breath Alcohol Technician	36.06
12012 - Certified Occupational Therapist Assistant	46.60
12015 - Certified Physical Therapist Assistant	44.92
12020 - Dental Assistant	30.33
12025 - Dental Hygienist	66.08
12030 - EKG Technician	43.42
12035 - Electroneurodiagnostic Technologist	43.42
12040 - Emergency Medical Technician	24.06
12071 - Licensed Practical Nurse I	32.24
12072 - Licensed Practical Nurse II	36.06
12073 - Licensed Practical Nurse III	40.22
12100 - Medical Assistant	28.74
12130 - Medical Laboratory Technician	38.31
12160 - Medical Record Clerk	31.02
12190 - Medical Record Technician	34.70
12195 - Medical Transcriptionist	27.36
12210 - Nuclear Medicine Technologist	85.55
12221 - Nursing Assistant I	17.58***
12222 - Nursing Assistant II	19.78
12223 - Nursing Assistant III	21.58
12224 - Nursing Assistant IV	24.22
12235 - Optical Dispenser	28.22
12236 - Optical Technician	32.23
12250 - Pharmacy Technician	29.56
12280 - Phlebotomist	27.06
12305 - Radiologic Technologist	65.43
12311 - Registered Nurse I	49.13
12312 - Registered Nurse II	60.10
12313 - Registered Nurse II, Specialist	60.10
12314 - Registered Nurse III	72.70
12315 - Registered Nurse III, Anesthetist	72.70
12316 - Registered Nurse IV	87.14
12317 - Scheduler (Drug and Alcohol Testing)	44.69
12320 - Substance Abuse Treatment Counselor	29.86
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	29.13
13042 - Illustrator II	36.10
13043 - Illustrator III	44.14
13047 - Librarian	45.42
13050 - Library Aide/Clerk	29.12
13054 - Library Information Technology Systems Administrator	41.01
13058 - Library Technician	29.38
13061 - Media Specialist I	29.59
13062 - Media Specialist II	33.11
13063 - Media Specialist III	36.89
13071 - Photographer I	24.67
13072 - Photographer II	27.60
13073 - Photographer III	34.16
13074 - Photographer IV	41.82
13075 - Photographer V	50.59
13090 - Technical Order Library Clerk	32.66
13110 - Video Teleconference Technician	31.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.83
14042 - Computer Operator II	31.13
14043 - Computer Operator III	34.72
14044 - Computer Operator IV	38.58
14045 - Computer Operator V	42.72
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	27.83
14160 - Personal Computer Support Technician	38.58
14170 - System Support Specialist	43.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	46.95
15020 - Aircrew Training Devices Instructor (Rated)	56.80
15030 - Air Crew Training Devices Instructor (Pilot)	68.08
15050 - Computer Based Training Specialist / Instructor	46.95
15060 - Educational Technologist	43.63
15070 - Flight Instructor (Pilot)	68.08
15080 - Graphic Artist	44.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	68.08
15086 - Maintenance Test Pilot, Rotary Wing	68.08
15088 - Non-Maintenance Test/Co-Pilot	68.08
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	21.57
16030 - Counter Attendant	21.57
16040 - Dry Cleaner	24.65
16070 - Finisher, Flatwork, Machine	21.57
16090 - Presser, Hand	21.57
16110 - Presser, Machine, Drycleaning	21.57
16130 - Presser, Machine, Shirts	21.57
16160 - Presser, Machine, Wearing Apparel, Laundry	21.57
16190 - Sewing Machine Operator	25.67
16220 - Tailor	26.70
16250 - Washer, Machine	22.60
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	25.49
21030 - Material Coordinator	33.35
21040 - Material Expediter	33.35
21050 - Material Handling Laborer	22.25
21071 - Order Filler	20.93
21080 - Production Line Worker (Food Processing)	25.49
21110 - Shipping Packer	22.58
21130 - Shipping/Receiving Clerk	22.58
21140 - Store Worker I	20.55
21150 - Stock Clerk	26.68
21210 - Tools And Parts Attendant	25.49
21410 - Warehouse Specialist	25.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	44.10
23019 - Aircraft Logs and Records Technician	35.51
23021 - Aircraft Mechanic I	41.96
23022 - Aircraft Mechanic II	44.10
23023 - Aircraft Mechanic III	45.96
23040 - Aircraft Mechanic Helper	30.68
23050 - Aircraft, Painter	39.80
23060 - Aircraft Servicer	35.51
23070 - Aircraft Survival Flight Equipment Technician	39.80
23080 - Aircraft Worker	37.65
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	37.65
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	41.96
23110 - Appliance Mechanic	28.11
23120 - Bicycle Repairer	23.69
23125 - Cable Splicer	57.92
23130 - Carpenter, Maintenance	38.33
23140 - Carpet Layer	31.96
23160 - Electrician, Maintenance	50.38
23181 - Electronics Technician Maintenance I	38.24
23182 - Electronics Technician Maintenance II	40.40

23183 - Electronics Technician Maintenance III	42.59
23260 - Fabric Worker	37.83
23290 - Fire Alarm System Mechanic	33.34
23310 - Fire Extinguisher Repairer	34.29
23311 - Fuel Distribution System Mechanic	45.66
23312 - Fuel Distribution System Operator	36.12
23370 - General Maintenance Worker	29.52
23380 - Ground Support Equipment Mechanic	41.96
23381 - Ground Support Equipment Servicer	35.51
23382 - Ground Support Equipment Worker	37.65
23391 - Gunsmith I	34.29
23392 - Gunsmith II	38.88
23393 - Gunsmith III	43.34
23410 - Heating, Ventilation And Air-Conditioning Mechanic	35.79
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.61
23430 - Heavy Equipment Mechanic	40.35
23440 - Heavy Equipment Operator	51.60
23460 - Instrument Mechanic	41.91
23465 - Laboratory/Shelter Mechanic	41.11
23470 - Laborer	22.25
23510 - Locksmith	28.95
23530 - Machinery Maintenance Mechanic	40.96
23550 - Machinist, Maintenance	31.54
23580 - Maintenance Trades Helper	22.09
23591 - Metrology Technician I	41.91
23592 - Metrology Technician II	44.04
23593 - Metrology Technician III	45.91
23640 - Millwright	46.95
23710 - Office Appliance Repairer	30.30
23760 - Painter, Maintenance	30.71
23790 - Pipefitter, Maintenance	41.14
23810 - Plumber, Maintenance	39.02
23820 - Pneudraulic Systems Mechanic	43.34
23850 - Rigger	42.88
23870 - Scale Mechanic	38.88
23890 - Sheet-Metal Worker, Maintenance	44.03
23910 - Small Engine Mechanic	25.63
23931 - Telecommunications Mechanic I	38.73
23932 - Telecommunications Mechanic II	40.71
23950 - Telephone Lineman	47.42
23960 - Welder, Combination, Maintenance	32.75
23965 - Well Driller	36.77
23970 - Woodcraft Worker	43.34
23980 - Woodworker	34.29
24000 - Personal Needs Occupations	
24550 - Case Manager	25.47
24570 - Child Care Attendant	21.16
24580 - Child Care Center Clerk	26.40

24610 - Chore Aide	16.73***
24620 - Family Readiness And Support Services Coordinator	25.47
24630 - Homemaker	25.47
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	55.09
25040 - Sewage Plant Operator	49.98
25070 - Stationary Engineer	55.09
25190 - Ventilation Equipment Tender	40.28
25210 - Water Treatment Plant Operator	49.98
27000 - Protective Service Occupations	
27004 - Alarm Monitor	50.29
27007 - Baggage Inspector	21.34
27008 - Corrections Officer	45.89
27010 - Court Security Officer	49.35
27030 - Detection Dog Handler	25.35
27040 - Detention Officer	45.89
27070 - Firefighter	52.80
27101 - Guard I	21.34
27102 - Guard II	25.35
27131 - Police Officer I	58.36
27132 - Police Officer II	64.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	24.54
28042 - Carnival Equipment Repairer	26.55
28043 - Carnival Worker	18.38
28210 - Gate Attendant/Gate Tender	24.72
28310 - Lifeguard	18.57
28350 - Park Attendant (Aide)	27.65
28510 - Recreation Aide/Health Facility Attendant	20.19
28515 - Recreation Specialist	34.26
28630 - Sports Official	22.03
28690 - Swimming Pool Operator	30.11
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)	56.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 3)	38.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 3)	42.74
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	46.48
30051 - Cryogenic Technician I	38.13
30052 - Cryogenic Technician II	42.12

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	20.77
30082 - Engineering Technician II	23.30
30083 - Engineering Technician III	26.07
30084 - Engineering Technician IV	32.30
30085 - Engineering Technician V	39.51
30086 - Engineering Technician VI	47.80
30090 - Environmental Technician	34.94
30095 - Evidence Control Specialist	34.43
30210 - Laboratory Technician	33.89
30221 - Latent Fingerprint Technician I	45.41
30222 - Latent Fingerprint Technician II	50.16
30240 - Mathematical Technician	52.55
30361 - Paralegal/Legal Assistant I	26.57
30362 - Paralegal/Legal Assistant II	32.93
30363 - Paralegal/Legal Assistant III	40.28
30364 - Paralegal/Legal Assistant IV	48.73
30375 - Petroleum Supply Specialist	42.12
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	42.12
30461 - Technical Writer I	40.74
30462 - Technical Writer II	49.84
30463 - Technical Writer III	60.29
30491 - Unexploded Ordnance (UXO) Technician I	35.77
30492 - Unexploded Ordnance (UXO) Technician II	43.27
30493 - Unexploded Ordnance (UXO) Technician III	51.87
30494 - Unexploded (UXO) Safety Escort	35.77
30495 - Unexploded (UXO) Sweep Personnel	35.77
30501 - Weather Forecaster I	38.13
30502 - Weather Forecaster II	46.38
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 30.99
30621 - Weather Observer, Senior	(see 3) 34.43
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	43.27
31020 - Bus Aide	26.22
31030 - Bus Driver	36.45
31043 - Driver Courier	21.54
31260 - Parking and Lot Attendant	19.05
31290 - Shuttle Bus Driver	23.14
31310 - Taxi Driver	19.72
31361 - Truckdriver, Light	23.31
31362 - Truckdriver, Medium	24.97
31363 - Truckdriver, Heavy	30.17
31364 - Truckdriver, Tractor-Trailer	30.17
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	21.10

99030 - Cashier	18.55
99050 - Desk Clerk	20.90
99095 - Embalmer	33.15
99130 - Flight Follower	35.77
99251 - Laboratory Animal Caretaker I	21.65
99252 - Laboratory Animal Caretaker II	23.43
99260 - Marketing Analyst	51.34
99310 - Mortician	29.47
99410 - Pest Controller	24.35
99510 - Photofinishing Worker	23.56
99710 - Recycling Laborer	38.43
99711 - Recycling Specialist	46.15
99730 - Refuse Collector	34.57
99810 - Sales Clerk	19.32
99820 - School Crossing Guard	25.72
99830 - Survey Party Chief	58.41
99831 - Surveying Aide	33.76
99832 - Surveying Technician	39.83
99840 - Vending Machine Attendant	19.07
99841 - Vending Machine Repairer	23.40
99842 - Vending Machine Repairer Helper	19.07

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 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. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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))."