

**REQUEST FOR PROPOSAL**

**DAILY COURIER SERVICES**



**United States District Court  
Central District of California**

**RFP: USDC16\_DAILYCOURIER**

**Open Market  
Request for Proposal (RFP)**

RFP Number: USDC16\_DAILYCOURIER  
Request Date: August 04, 2015

To: Prospective Offerors

The United States District Court, Central District of California, requests proposals for daily courier services in accordance with the attached Statement of Work. The solicitation number is USDC16\_DAILYCOURIER. Please see the attached for the following additional information: Instructions for completion of the proposal package, Statement of Work and applicable terms and conditions.

A fixed price contract will be awarded from this RFP based on the lowest-priced, technically acceptable offer.

Proposals shall be sent via email to [shelly\\_root@cacd.uscourts.gov](mailto:shelly_root@cacd.uscourts.gov), or hand-delivered to:

United States District Court  
Central District of California  
312 N. Spring Street  
Procurement Department, Suite 523  
Los Angeles, CA 90012

Submit proposal in accordance with the instructions in Section L of the solicitation. Proposals and questions concerning this RFP shall be addressed IN WRITING ONLY to Shelly Root, Contracting Officer.

**Questions Due Date: August 11, 2015 by 2:00 p.m. local time**

**Proposal Due Date: August 18, 2015 by 2:00 p.m. local time**

Sincerely,

Shelly Root  
Contracting Officer  
United States District Court  
Central District of California  
312 N. Spring Street,  
Procurement Department, Suite 523  
Los Angeles, CA 90012

Part I – The Schedule Section A Solicitation/Contract Form

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER USDC16_DAILYCOURIER		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED
7. ISSUED BY United States District Court, Central District of California 312 N. Spring St., Ste. 523, Los Angeles, CA 90012			8. ADDRESS OFFER TO (if other than item 7) Shelly Root, Contracting Officer			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in <u>Block 7</u> until <u>2:00 p.m.</u> local time <u>08/18/2015</u> <small>(Hour) (Date)</small>						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME Shelly Root, Contracting Officer		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION		C. E-MAIL ADDRESS shelly_root@cacd.uscourts.gov
<b>11. TABLE OF CONTENTS</b>						
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/CONTRACT FORM	3	I		CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8-9	J		LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	11	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE	12-13			
X	G	CONTRACT ADMINISTRATION DATA	14-15	L		INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS	16	M		EVALUATION FACTORS FOR AWARD
<b>OFFER (Must be fully completed by offeror)</b>						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section J, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	15. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Block 7
24. ADMINISTERED BY (if other than item 7) Shelly Root, Contracting Officer				25. PAYMENT WILL BE MADE BY USDC Accounts Payable		
26. NAME OF CONTRACTING OFFICER (Type or print) Shelly Root				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

[END OF SECTION A]

Section B Products or Services and Prices/Costs

The contractor shall provide daily courier services in accordance with the specifications outlined in the following Statement of Work (SOW). Pricing is fixed price per month and is inclusive of all services described in the SOW.

Table A: Base Year - 10/01/2015 – 09/30/2016

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
A101	Los Angeles to Santa Ana	Los Angeles (Spring Street) to Santa Ana One morning pickup and one afternoon delivery	1	Job	
A102	Los Angeles to Riverside	Los Angeles (Spring Street) to Riverside One morning pickup and one afternoon delivery	1	Job	
A103	Santa Ana to Los Angeles	Santa Ana to Los Angeles (Spring Street) One afternoon pickup and one afternoon delivery	1	Job	
A104	Santa Ana to Riverside	Santa Ana to Riverside One afternoon pickup and one afternoon delivery	1	Job	
A105	Riverside to Los Angeles	Riverside to Los Angeles (Spring Street) One morning pickup and one afternoon delivery	1	Job	
A106	Riverside to Santa Ana	Riverside to Santa Ana One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

(end)

Table A-CT: Option for Contingency Services– See Paragraph C.12 and C.12.a of the Statement of Work. Exercise of option for contingency services is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90B, Option for Increased Quantity – Separately Priced Line Item.

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
A-CT101	Los Angeles to Santa Ana	Los Angeles (First Street) to Santa Ana One morning pickup and one afternoon delivery	1	Job	
A-CT102	Los Angeles to Riverside	Los Angeles (First Street) to Riverside One morning pickup and one afternoon delivery	1	Job	
A-CT103	Santa Ana to Los Angeles	Santa Ana to Los Angeles (First Street) One afternoon pickup and one afternoon delivery	1	Job	
A-CT104	Santa Ana to Riverside	Santa Ana to Riverside One afternoon pickup and one afternoon delivery	1	Job	
A-CT105	Riverside to Los Angeles	Riverside to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
A-CT106	Riverside to Santa Ana	Riverside to Santa Ana One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

(end)

Table AA-CT: Option for Contingency Services – See Paragraph C.12.b of the Statement of Work.  
 Exercise of option for contingency services is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90B, Option for Increased Quantity – Separately Priced Line Item.

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
AA-CT101	Los Angeles to Los Angeles	Los Angeles (Spring Street) to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
AA-CT102	Los Angeles to Los Angeles	Los Angeles (Roybal) to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
AA-CT103	Los Angeles to Los Angeles	Los Angeles (Roybal) to Los Angeles (Spring Street) One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

(end)

Table B: Option Year 1 - 10/01/2016 – 09/30/2017

Exercise of option year is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90D, Option to Extend the Term of the Contract.

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
B101	Los Angeles to Santa Ana	Los Angeles (First Street) to Santa Ana One morning pickup and one afternoon delivery	1	Job	
B102	Los Angeles to Riverside	Los Angeles (First Street) to Riverside One morning pickup and one afternoon delivery	1	Job	
B103	Santa Ana to Los Angeles	Santa Ana to Los Angeles (First Street) One afternoon pickup and one afternoon delivery	1	Job	
B104	Santa Ana to Riverside	Santa Ana to Riverside One afternoon pickup and one afternoon delivery	1	Job	
B105	Riverside to Los Angeles	Riverside to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
B106	Riverside to Santa Ana	Riverside to Santa Ana One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

(end)

Table C: Option Year 2 – 10/01/2017 – 09/30/2018

Exercise of option year is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90D, Option to Extend the Term of the Contract.

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
C101	Los Angeles to Santa Ana	Los Angeles (First Street) to Santa Ana One morning pickup and one afternoon delivery	1	Job	
C102	Los Angeles to Riverside	Los Angeles (First Street) to Riverside One morning pickup and one afternoon delivery	1	Job	
C103	Santa Ana to Los Angeles	Santa Ana to Los Angeles (First Street) One afternoon pickup and one afternoon delivery	1	Job	
C104	Santa Ana to Riverside	Santa Ana to Riverside One afternoon pickup and one afternoon delivery	1	Job	
C105	Riverside to Los Angeles	Riverside to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
C106	Riverside to Santa Ana	Riverside to Santa Ana One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

(end)

Table D: Option Year 3 – 10/01/2018 – 09/30/2019

Exercise of option year is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90D, Option to Extend the Term of the Contract.

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
D101	Los Angeles to Santa Ana	Los Angeles (First Street) to Santa Ana One morning pickup and one afternoon delivery	1	Job	
D102	Los Angeles to Riverside	Los Angeles (First Street) to Riverside One morning pickup and one afternoon delivery	1	Job	
D103	Santa Ana to Los Angeles	Santa Ana to Los Angeles (First Street) One afternoon pickup and one afternoon delivery	1	Job	
D104	Santa Ana to Riverside	Santa Ana to Riverside One afternoon pickup and one afternoon delivery	1	Job	
D105	Riverside to Los Angeles	Riverside to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
D106	Riverside to Santa Ana	Riverside to Santa Ana One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

(end)

Table E: Option Year 4 – 10/01/2019 – 09/30/2020

Exercise of option year is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90D, Option to Extend the Term of the Contract.

Item No.	Brief Description	List of Tasks	Qty	Unit	Monthly Price
E101	Los Angeles to Santa Ana	Los Angeles (First Street) to Santa Ana One morning pickup and one afternoon delivery	1	Job	
E102	Los Angeles to Riverside	Los Angeles (First Street) to Riverside One morning pickup and one afternoon delivery	1	Job	
E103	Santa Ana to Los Angeles	Santa Ana to Los Angeles (First Street) One afternoon pickup and one afternoon delivery	1	Job	
E104	Santa Ana to Riverside	Santa Ana to Riverside One afternoon pickup and one afternoon delivery	1	Job	
E105	Riverside to Los Angeles	Riverside to Los Angeles (First Street) One morning pickup and one afternoon delivery	1	Job	
E106	Riverside to Santa Ana	Riverside to Santa Ana One morning pickup and one afternoon delivery	1	Job	
Total Monthly Cost					
Total Contract Amount (12 months)					

[END OF SECTION B]

Section C Description/Specifications/Statement of Work

- C.1 The United States District Court, Central District of California (USDC) requires a contractor to provide daily courier services between three divisional locations (Western, Southern, Eastern Divisions) to execute timely delivery of court documents, case files and confidential boxed items to-and-from each respective divisional location. Contractor's couriers shall provide inside delivery for all divisional locations.
- C.2 The contractor shall execute the assigned pick-ups and deliveries between divisional locations each working day, Monday through Friday, excluding federal holidays.
- C.3 USDC will secure, and provide to the contractor, money bags and documents in protective suitcases and will also secure supplies in sealed corrugated boxes. The contractor shall provide secure transport of all items. The contractor shall not remove any materials from their packaging at any time. The contractor shall keep all contents secure at all times and shall take all necessary precautions to protect against theft, loss, or damage. The contractor shall use some type of utility cart, luggage cart, dollie or pallet jack (either manual or electric) to safely and securely transport suitcases. Contractor shall transport seven to 10 parcels for each divisional office each and every scheduled day.
- C.4 The contractor shall execute the pick-up from each divisional location no earlier than 12:00 p.m. and shall execute delivery to each divisional location no later than 4:00 p.m. the same day.
- C.5 The contractor shall sign for suitcases upon pick-up and delivery. When available, the contractor shall obtain the signature of USDC personnel to verify receipt of the items delivered. The contractor shall service only USDC under this award.
- C.6 The contractor shall be bonded and shall provide proof of bond.
- C.7 The contractor shall provide all equipment, material and labor necessary to perform the requirements of this contract, including providing and maintaining vehicles necessary to meet the requirements of the courier services. The contractor shall take all action necessary to protect its own and USDC's furnished materials, supplies, equipment and personal property of its employees from loss, damage or theft.
- C.8 Contractor's couriers shall be subject to a background check and security clearance. Upon clearance, contractor's couriers shall be issued USDC contractor badges.
- C.9 The contractor shall provide the highest level of professionalism including performance, security and conduct.
- C.10 Project Management: The contractor shall manage the total work effort associated with the services and equipment required herein to fully assure timely execution of the requirements. Project management is a full range of duties, including, but not limited to, planning and scheduling.



- C.11 Upon award of a contract, USDC will schedule a kick-off meeting.
- C.12 Contingency Tasks – USDC may require the following contingency services during/after the planned move from the Spring Street Courthouse to the First Street Courthouse during summer 2016. Exercise of option(s) for contingency services shall be in accordance with Clause 2-90B, Option for Increased Quantity-Separately Priced Line Items, including in Section I below.
  - C.12.a USDC anticipates moving from the Spring Street Courthouse to the First Street Courthouse summer 2016. During the transition of moving and vacating the Spring Street Courthouse, USDC may require courier services between four divisional locations: Western Division (Spring Street Courthouse, First Street Courthouse); Southern Division (Ronald Reagan Federal Building) and Eastern Division (George E. Brown, Jr. Federal Building).
  - C.12.b During the transition move, USDC may need services between the three Western Divisions (Edward R. Roybal Federal Building, Spring Street Courthouse and First Street Courthouse).

[END OF SECTION C]

Section D Packaging and Marking – RESERVED

[END OF SECTION D]

Section E      Inspection and Acceptance

E.1 The following clause(s) are incorporated by reference into Section E (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below for further information):

Clause Number	Clause Title	Clause Date
2-5B	Inspection of Services	April 2013

[END OF SECTION E]

Section F Deliveries or Performance

F.1 Place of performance includes the following three divisional locations:

F.1.a United States District Court – Central District of California  
Western Division – Spring Street Courthouse  
312 North Spring Street, Room G-8  
Los Angeles, CA 90012

F.1.b United States District Court – Central District of California  
Southern Division – Ronald Reagan Federal Building  
411 West Fourth Street, Room 1-1053  
Santa Ana, CA 92701

F.1.c United States District Court – Central District of California  
Eastern Division – George E. Brown, Jr. Federal Building  
3470 Twelfth Street, Room 134  
Riverside, CA 92501

F.2 Place of performance for contingency tasks may include up to five divisional locations:

F.2.a United States District Court – Central District of California  
Western Division – Spring Street Courthouse  
312 North Spring Street, Room G-8  
Los Angeles, CA 90012

F.2.b United States District Court – Central District of California  
Western Division – First Street Courthouse  
350 First Street  
Los Angeles, CA 90012

F.2.c United States District Court – Central District of California  
Southern Division – Ronald Reagan Federal Building  
411 West Fourth Street  
Santa Ana, CA 92701

F.2.d United States District Court – Central District of California  
Eastern Division – George E. Brown, Jr. Federal Building  
3470 Twelfth Street  
Riverside, CA 92501

F.2.e United States District Court – Central District of California  
Western Division – Edward R. Roybal Federal Building  
255 East Temple Street  
Los Angeles, CA 90012

F.3 Period of Performance

F.3.a Base Period. The Base Period for award of this contract begins October 1, 2015 and ends September 30, 2016.

F.3.b Option Years. Exercise of option year is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with clause 2-90D, Option to Extend the Term of the Contract.  
Option Year 1 begins October 1, 2016 and ends September 30, 2017.  
Option Year 2 begins October 1, 2017 and ends September 30, 2018.  
Option Year 3 begins October 1, 2018 and ends September 30, 2019.  
Option Year 4 begins October 1, 2019 and ends September 30, 2020.

F.4 Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the awarded contract, the contractor shall immediately notify USDC's Contracting Officer and COR by telephone or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this awarded contract.

F.5 The following clause(s) are incorporated by reference into Section F (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below for further information):

Clause Number	Clause Title	Clause Date
2-60	Stop-Work Order	January 2010

[END OF SECTION F]

Section G Contract Administration Data

G.1 Contractor shall invoice monthly in arrears. Payment terms are NET30 upon receipt of approved invoice. Contractor shall submit invoices electronically to USDC’s Contracting Officer or USPS:

United States District Court  
Central District of California  
Attn: Accounts Payable, Suite 523  
312 North Spring Street  
Los Angeles, CA 90012

G.2 The following clause(s) are incorporated by reference in Section G (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I below for further information:

Clause Number	Clause Title	Clause Date
7-1	Contract Administration	January 2003
7-5	Contracting Officer’s Representative	April 2013
7-125	Invoices	April 2011

G.3 Clause 6-20, Insurance – Work on or Within a Judiciary Facility (APR 2011)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self-insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(end)

G.4 Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (**contractor completes 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 OF SECTION G]

Section H Special Contract Requirements

H.1 The following clause(s) are incorporated by reference into Section H (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), in Section I for further information):

Clause Number	Clause Title	Clause Date
1-1	Employment by the Government	January 2003

[END OF SECTION H]



Part II – Contract Clauses

Section I Contract Clauses

I.1 The following clause(s) are incorporated by reference into Section I (see Clause B-5, Clauses Incorporated by Reference (SEP 2010), included in full text below, for further information):

Clause Number	Clause Title	Clause Date
B-20	Computer Generated Forms	January 2003
1-5	Conflict of Interest	August 2004
1-10	Gratuities of Gifts	January 2010
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy of Security Safeguards	January 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	June 2014
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	June 2014
3-45	Anti-Kickback Procedures	June 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	June 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	June 2012
3-105	Audit and Records	April 2011
3-120	Order of Precedence	January 2003
3-160	Service Contract Act of 1965	June 2012
3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multi-Year and Option Contracts)	June 2012
3-180	Fair Labor Standards Act and Service Contract Act – Price Adjustment	April 2011
3-205	Protest after Award	January 2003
3-300	Registration in the System for Award Management (SAM)	April 2013
7-20	Security Requirements	April 2013
7-25	Indemnifications	August 2004
7-30	Public Use of the Name of the Federal Judiciary	June 2014
7-35	Disclosure or Use of Information	April 2013
7-40	Judiciary-Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-135	Payments	April 2013
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-185	Changes	April 2013
7-195	Excusable Delays	January 2003

7-210	Payment for Emergency Closures	April 2013
7-215	Notification of Ownership Changes	January 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	January 2003
7-230	Termination for Default (Fixed Price – Products and Services)	January 2003
7-235	Disputes	January 2003

I.2 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>

I.3 Clause 2-90B, Option for Increased Quantity-Separately Priced Line Item (APR 2013)

The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The contracting officer may exercise the option by written notice to the contractor [at any time during the base year, with [ ] days' notice]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(end)

I.4 Clause 2-90D, Option to Extend the Term of the Contract (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than  30  calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least  60  calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed  5  years.

(end)

I.5 Clause 7-115, Availability of Funds (JAN 2003)

Funds are not presently available for this contract. The judiciary's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise until funds are made available to the contracting officer for this

contract and until the contractor receives notice of such availability, to be confirmed in writing by the contracting officer.

[END OF SECTION I]

Part III – List of Documents, Exhibits, and Other Attachments

Section J List of Attachments

Attachment Number	Document Name	Number of Pages
1	Service Contract Act Wage Determination No.: 2005-2047 Revision No.; 16 Date of Revision: 12/22/2014	10
2	Service Contract Act Wage Determination No.: 2005-2047 Revision No.; 16 Date of Revision: 12/22/2014	10
3	WHD Publication 1313 (Revised April 2009)	2
4	Form AO213	2

[END OF SECTION J]

Part IV – Representations and Instructions

Section K Representations and Certifications, and Other Statements of Offerors

K.1 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 Owned
  - Hispanic American Owned
  - Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - Asian-Pacific Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshal Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guan, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  - Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, The Maldives Islands, or Nepal)
  - Individual/concern, other than one of the preceding.

K.2 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

- (A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- (B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the Lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

ii. The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(end)

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

- (a) The offeror certifies that:
  - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (A) those prices;
    - (B) the intention to submit an offer; or
    - (C) the methods or factors used to calculate the prices offered.



- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of his provision; or
  - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; and
  - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a) (2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure

(end)

K.4 Provision 3-130, Authorized Negotiators (JAN 2003)

The offeror represents that the following person(s) are authorized to negotiate on its behalf with the judiciary in connection with this solicitation:

Name: _____	Name: _____
Title: _____	Title: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
Fax: _____	Fax: _____

[END OF SECTION K]

Section L Instructions, Conditions, and Notice to Offerors

L.1 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>

Provision Number	Provision Title	Provision Date
3-85	Explanation to Prospective Offerors	August 2004
3-95	Preparation of Offers	April 2013
3-100	Instructions to Offerors	April 2013
3-210	Protests	June 2014
7-60	Judiciary-Furnished Property or Services	January 2003

(end)

L.2 Provision 4-1, Type of Contract (JAN 2003)

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

(end)

L.3 Inquiries

All questions regarding this solicitation are to be sent via email to [shelly\\_root@cacd.uscourts.gov](mailto:shelly_root@cacd.uscourts.gov). The page number, section, and paragraph number of the solicitation applicable to each question are to be cited. Answers to questions will be provided to all potential Offerors in an amendment to this solicitation, as appropriate. Individual responses to email messages will not be sent.

L.4 Solicitation Copies and Enclosures

Only one (1) copy of the solicitation will be furnished to any individual firm. It shall be the responsibility of the individual firm to reproduce additional copies for its use.

L.5 Format and Instructions for Proposal Submission

The following are to be submitted to the Contracting Officer at the address shown in Block 7 of the SF33:

- a) Copy of the Business Proposal, Technical Proposal, and Assumptions, Conditions, or Exceptions. A cover letter may accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of USDC, excluding pricing information which is strictly limited to the price proposal.
- b) SF33, Solicitation, Offer and Award, completed and signed by the Offeror, constitutes the Contractor's acceptance of the terms and conditions of this solicitation USDC16\_DAILYCOURIER. Therefore, the SF33 shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. The Offeror shall complete Blocks 12 through 18, including the signature. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.
- c) Offerors shall thoroughly examine and follow the requirement for the entire contents of each section of the solicitation document, without exception. Failure to do so shall be at the Offeror's own risk.
- d) The Court will not pay any Offeror's preparation costs in developing its proposal.
- e) Proposal Preparation.

The proposal is to consist of three parts (1) Business Proposal, (2) Technical Proposal and (3) Assumptions, Conditions or Exceptions. In the proposal, the Contractor shall demonstrate the capacity to provide the services as outlined in this Statement of Work.

#### L.6 Business Proposal

Include the following in the Business Proposal:

1. Standard Form 33: Complete Block 12, 13 and 14, as applicable; 15, 16, 17 and 18.
2. Section G, Clause 7-10 – Contractor Representative: Provide requested information.
3. Section K, Representations and Certifications, providing all requested information.
4. Price Proposal: Section B completed for all tables. Only the prices identified in Section B will be considered and no other costs will be paid.

#### L.7 Technical Proposal

The offeror's technical proposal will be used to determine whether the proposal is acceptable or unacceptable. To be considered technically acceptable, the proposal will be evaluated to determine whether the proposed services and approach meet the requirements in the solicitation and the offeror's capacity to satisfactorily perform the requirements under this solicitation. USDC will evaluate offeror's proposal for compliance with the solicitation's requirements. USDC reserves the right to conduct clarifications or discussions as necessary.

1. The offeror shall address how it intends to meet the requirements of Section C Description/Specifications/Statement of Work (SOW) of the RFP. This shall consist of a

narrative for each subsection which both demonstrates the offeror understands each section and demonstrates the approach the offeror will utilize to provide the required services.

2. Past Performance References: Contractor shall submit the following information about at least three (3) past projects for which the offeror performed work similar to that required by this solicitation during the past three (3) years: the customer company name, point of contact, telephone number and email address. The contractor is advised that references may be contacted; therefore, the references should be knowledgeable of the contractor's performance.

L.8 Assumptions, Conditions or Exceptions

Identify any/all assumptions, conditions or exceptions to the terms and/or conditions of this solicitation. If none are noted, the offeror agrees to comply with all the terms and conditions. It is not the responsibility of USDC to seek out and identify assumptions, conditions or exceptions in an offeror's proposal.

L.9 **THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. CONTACT WITH ANY OTHER COURT OFFICIAL, EXCEPT THE CONTRACTING OFFICER CONCERNING THIS SOLICITATION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.**

[END OF SECTION L]

Section M Evaluation Factors for Award

M.1 Award

M.1.a USDC plans to award a fixed price type of contract under this solicitation based on the lowest priced technically acceptable offer. Award will be made to the offeror that submits the lowest price technically acceptable offer. Only one award is contemplated.

M.1.b To be deemed technically acceptable, the offeror’s proposal shall clearly demonstrate the offeror understands each subsection in Section C and demonstrate the approach the offeror will utilize to provide the required services.

M.2 Past Performance

M.2.a Past performance information provided in each offer will be reviewed to determine whether referenced past performance projects are relevant and recent. A past performance project will be considered relevant if it required the contractor to provide daily courier services similar in size, scope and complexity to the services required under this solicitation. Past performance will be considered recent if it was performed within the past three years. Information about the quality of an offeror’s past performance will be evaluated only for projects which have been determined to be both recent and relevant.

Customer references for recent, relevant past performance projects will be contacted and asked the following questions:

- Are/Were you satisfied with the courtesy and professionalism of the contractor in providing the services?
- Are/Were you satisfied with the quality and timeliness of the contractor in providing the services?
- Are/Were you satisfied with the contractor’s overall performance in providing all the services?
- Would you recommend this contractor?

M.2.b The past performance of an offeror will be determined to be acceptable if responses to the quality questions are all “yes”. Any “no” responses may result in the offeror’s past performance being determined to be unacceptable. Unacceptable past performance will eliminate an offer from being considered for award.

M.3 The following provision(s) are incorporated by reference into Section M (see Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010) in Section L above for more information):

Provision Number	Provision Title	Provision Date
2-85A	Evaluation Inclusive of Options	January 2003
3-70	Determination of Responsibility	January 2003

[END OF SECTION M]

WD 05-2047 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

\*\*\*\*\*

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

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2047  
Revision No.: 16  
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Los Angeles, Orange

OCCUPATION NOTES:

Heating, Air Conditioning and Refrigeration: Wage rates and fringe benefits can be found on Wage Determinations 1986-0879.

Laundry: Wage rates and fringe benefits can be found on Wage Determination 1977-1297.

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01040 - Court Reporter		19.93
01051 - Data Entry Operator I		12.26
01052 - Data Entry Operator II		13.37
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		11.76
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.45
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20
01263 - Personnel Assistant (Employment) III		22.53
01270 - Production Control Clerk		23.51
01280 - Receptionist		14.51
01290 - Rental Clerk		16.83
01300 - Scheduler, Maintenance		17.39

01311 - Secretary I	17.39
01312 - Secretary II	19.45
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	26.82
01420 - Survey Worker	19.93
01531 - Travel Clerk I	14.72
01532 - Travel Clerk II	16.02
01533 - Travel Clerk III	17.21
01611 - Word Processor I	15.18
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.56
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	15.47
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.28
07041 - Cook I	12.91
07042 - Cook II	14.31
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer, Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	11.76
11090 - Gardener	19.21
11122 - Housekeeping Aide	12.58
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	10.16
11260 - Pruner	13.27
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	15.77
12000 - Health Occupations	
12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	26.38
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	38.39

12030 - EKG Technician	28.14
12035 - Electroneurodiagnostic Technologist	28.14
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	18.43
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.82
12130 - Medical Laboratory Technician	19.73
12160 - Medical Record Clerk	16.07
12190 - Medical Record Technician	18.53
12195 - Medical Transcriptionist	19.35
12210 - Nuclear Medicine Technologist	36.54
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.00
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.03
12305 - Radiologic Technologist	25.24
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	31.80
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	28.71
13058 - Library Technician	22.40
13061 - Media Specialist I	20.36
13062 - Media Specialist II	22.76
13063 - Media Specialist III	25.38
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13110 - Video Teleconference Technician	20.08
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	27.35
14071 - Computer Programmer I	(see 1) 27.42
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)



14150 - Peripheral Equipment Operator	17.82
14160 - Personal Computer Support Technician	25.73
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	36.09
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	26.72
15090 - Technical Instructor	25.70
15095 - Technical Instructor/Course Developer	31.47
15110 - Test Proctor	20.77
15120 - Tutor	20.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.52
19040 - Tool And Die Maker	23.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.54
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	13.02
21071 - Order Filler	13.31
21080 - Production Line Worker (Food Processing)	14.54
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	11.53
21150 - Stock Clerk	17.13
21210 - Tools And Parts Attendant	14.54
21410 - Warehouse Specialist	14.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.78
23021 - Aircraft Mechanic I	29.10
23022 - Aircraft Mechanic II	30.78
23023 - Aircraft Mechanic III	31.94
23040 - Aircraft Mechanic Helper	20.38
23050 - Aircraft, Painter	24.41
23060 - Aircraft Servicer	23.55
23080 - Aircraft Worker	24.58
23110 - Appliance Mechanic	20.11
23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	32.84
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	21.12
23160 - Electrician, Maintenance	30.18
23181 - Electronics Technician Maintenance I	23.67
23182 - Electronics Technician Maintenance II	25.21
23183 - Electronics Technician Maintenance III	26.76
23260 - Fabric Worker	23.87
23290 - Fire Alarm System Mechanic	22.33
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	25.94
23312 - Fuel Distribution System Operator	19.83
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	29.10
23381 - Ground Support Equipment Servicer	23.55
23382 - Ground Support Equipment Worker	24.58
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.16
23393 - Gunsmith III	26.19
23430 - Heavy Equipment Mechanic	28.30
23440 - Heavy Equipment Operator	32.18

23460 - Instrument Mechanic	27.13
23465 - Laboratory/Shelter Mechanic	24.67
23470 - Laborer	12.49
23510 - Locksmith	20.69
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	25.41
23580 - Maintenance Trades Helper	14.82
23591 - Metrology Technician I	27.13
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	31.63
23640 - Millwright	25.45
23710 - Office Appliance Repairer	20.86
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.74
23810 - Plumber, Maintenance	24.24
23820 - Pneudraulic Systems Mechanic	26.19
23850 - Rigger	26.81
23870 - Scale Mechanic	23.16
23890 - Sheet-Metal Worker, Maintenance	24.34
23910 - Small Engine Mechanic	18.70
23931 - Telecommunications Mechanic I	26.30
23932 - Telecommunications Mechanic II	27.86
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	24.56
23970 - Woodcraft Worker	23.90
23980 - Woodworker	18.49
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.03
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.59
25040 - Sewage Plant Operator	28.83
25070 - Stationary Engineer	27.59
25190 - Ventilation Equipment Tender	19.34
25210 - Water Treatment Plant Operator	28.83
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.77
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	31.00
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	31.01
27070 - Firefighter	29.97
27101 - Guard I	13.15
27102 - Guard II	23.77
27131 - Police Officer I	36.78
27132 - Police Officer II	40.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.76
28042 - Carnival Equipment Repairer	13.74
28043 - Carnival Equipment Worker	9.67
28210 - Gate Attendant/Gate Tender	14.16
28310 - Lifeguard	13.48
28350 - Park Attendant (Aide)	15.83
28510 - Recreation Aide/Health Facility Attendant	11.56
28515 - Recreation Specialist	19.61
28630 - Sports Official	12.61

28690 - Swimming Pool Operator	16.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.42
29020 - Hatch Tender	23.42
29030 - Line Handler	23.42
29041 - Stevedore I	21.88
29042 - Stevedore II	24.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.26
30021 - Archeological Technician I	22.52
30022 - Archeological Technician II	24.21
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	30.78
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	27.72
30210 - Laboratory Technician	23.13
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.83
30362 - Paralegal/Legal Assistant II	27.04
30363 - Paralegal/Legal Assistant III	33.08
30364 - Paralegal/Legal Assistant IV	40.03
30390 - Photo-Optics Technician	33.92
30461 - Technical Writer I	23.62
30462 - Technical Writer II	28.89
30463 - Technical Writer III	34.96
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72
30494 - Unexploded (UXO) Safety Escort	25.32
30495 - Unexploded (UXO) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 30.42
30621 - Weather Observer, Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.63
31030 - Bus Driver	19.62
31043 - Driver Courier	13.27
31260 - Parking and Lot Attendant	9.39
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	13.23
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	12.65
99095 - Embalmer	23.19
99251 - Laboratory Animal Caretaker I	11.02
99252 - Laboratory Animal Caretaker II	12.08

99310 - Mortician	34.35
99410 - Pest Controller	15.19
99510 - Photofinishing Worker	16.36
99710 - Recycling Laborer	21.03
99711 - Recycling Specialist	24.67
99730 - Refuse Collector	18.76
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	9.51
99830 - Survey Party Chief	37.97
99831 - Surveying Aide	21.26
99832 - Surveying Technician	27.95
99840 - Vending Machine Attendant	12.77
99841 - Vending Machine Repairer	15.42
99842 - Vending Machine Repairer Helper	12.77

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

WD 05-2053 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014

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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

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2053  
Revision No.: 18  
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Riverside, San Bernardino

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01040 - Court Reporter		19.93
01051 - Data Entry Operator I		12.26
01052 - Data Entry Operator II		13.37
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		11.76
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.15
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20
01263 - Personnel Assistant (Employment) III		22.53
01270 - Production Control Clerk		23.51
01280 - Receptionist		14.51
01290 - Rental Clerk		16.61
01300 - Scheduler, Maintenance		17.39
01311 - Secretary I		17.39
01312 - Secretary II		19.45
01313 - Secretary III		21.90
01320 - Service Order Dispatcher		19.54
01410 - Supply Technician		26.82
01420 - Survey Worker		19.93
01531 - Travel Clerk I		13.19
01532 - Travel Clerk II		13.98



01533 - Travel Clerk III	14.85
01611 - Word Processor I	15.18
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.65
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	13.98
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	13.10
07042 - Cook II	14.36
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	17.59
07260 - Waiter/Waitress	10.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.84
09040 - Furniture Handler	12.46
09080 - Furniture Refinisher	18.16
09090 - Furniture Refinisher Helper	14.86
09110 - Furniture Repairer, Minor	17.40
09130 - Upholsterer	18.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	11.76
11090 - Gardener	19.21
11122 - Housekeeping Aide	12.58
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	10.16
11260 - Pruner	13.27
11270 - Tractor Operator	18.21
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	16.17
12000 - Health Occupations	
12010 - Ambulance Driver	17.85
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	28.73
12015 - Certified Physical Therapist Assistant	26.89
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	40.12
12030 - EKG Technician	25.07
12035 - Electroneurodiagnostic Technologist	25.07
12040 - Emergency Medical Technician	17.85
12071 - Licensed Practical Nurse I	18.38
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.26
12130 - Medical Laboratory Technician	19.73

12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	18.17
12195 - Medical Transcriptionist	18.08
12210 - Nuclear Medicine Technologist	39.64
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	15.70
12236 - Optical Technician	14.87
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.03
12305 - Radiologic Technologist	25.24
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.72
13012 - Exhibits Specialist II	26.91
13013 - Exhibits Specialist III	35.57
13041 - Illustrator I	21.72
13042 - Illustrator II	26.91
13043 - Illustrator III	34.63
13047 - Librarian	29.81
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	26.91
13058 - Library Technician	22.40
13061 - Media Specialist I	19.42
13062 - Media Specialist II	21.72
13063 - Media Specialist III	24.22
13071 - Photographer I	16.93
13072 - Photographer II	18.94
13073 - Photographer III	24.13
13074 - Photographer IV	32.91
13075 - Photographer V	39.80
13110 - Video Teleconference Technician	18.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	28.50
14071 - Computer Programmer I	(see 1) 27.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.82
14160 - Personal Computer Support Technician	25.73
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	39.97

15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	22.59
15090 - Technical Instructor	21.28
15095 - Technical Instructor/Course Developer	26.03
15110 - Test Proctor	18.40
15120 - Tutor	18.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.67
16030 - Counter Attendant	9.67
16040 - Dry Cleaner	12.40
16070 - Finisher, Flatwork, Machine	9.67
16090 - Presser, Hand	9.67
16110 - Presser, Machine, Drycleaning	9.67
16130 - Presser, Machine, Shirts	9.67
16160 - Presser, Machine, Wearing Apparel, Laundry	9.67
16190 - Sewing Machine Operator	13.33
16220 - Tailor	14.24
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.83
19040 - Tool And Die Maker	21.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.58
21030 - Material Coordinator	22.14
21040 - Material Expediter	22.14
21050 - Material Handling Laborer	16.24
21071 - Order Filler	14.17
21080 - Production Line Worker (Food Processing)	14.58
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	10.87
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	14.58
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.91
23021 - Aircraft Mechanic I	26.83
23022 - Aircraft Mechanic II	28.31
23023 - Aircraft Mechanic III	29.39
23040 - Aircraft Mechanic Helper	18.96
23050 - Aircraft, Painter	24.00
23060 - Aircraft Servicer	21.46
23080 - Aircraft Worker	22.69
23110 - Appliance Mechanic	21.63
23120 - Bicycle Repairer	13.98
23125 - Cable Splicer	31.83
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	23.38
23160 - Electrician, Maintenance	29.81
23181 - Electronics Technician Maintenance I	25.49
23182 - Electronics Technician Maintenance II	27.44
23183 - Electronics Technician Maintenance III	28.89
23260 - Fabric Worker	19.50
23290 - Fire Alarm System Mechanic	21.08
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	27.85
23312 - Fuel Distribution System Operator	20.98
23370 - General Maintenance Worker	21.13
23380 - Ground Support Equipment Mechanic	26.83
23381 - Ground Support Equipment Servicer	21.46
23382 - Ground Support Equipment Worker	22.69
23391 - Gunsmith I	18.50

23392 - Gunsmith II	21.93
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.79
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.44
23430 - Heavy Equipment Mechanic	25.21
23440 - Heavy Equipment Operator	29.54
23460 - Instrument Mechanic	27.28
23465 - Laboratory/Shelter Mechanic	23.62
23470 - Laborer	12.83
23510 - Locksmith	19.84
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	13.51
23591 - Metrology Technician I	27.28
23592 - Metrology Technician II	28.38
23593 - Metrology Technician III	30.20
23640 - Millwright	22.51
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.18
23810 - Plumber, Maintenance	23.72
23820 - Pneudraulic Systems Mechanic	24.85
23850 - Rigger	24.85
23870 - Scale Mechanic	21.93
23890 - Sheet-Metal Worker, Maintenance	22.86
23910 - Small Engine Mechanic	17.79
23931 - Telecommunications Mechanic I	24.47
23932 - Telecommunications Mechanic II	25.86
23950 - Telephone Lineman	23.53
23960 - Welder, Combination, Maintenance	19.51
23965 - Well Driller	28.17
23970 - Woodcraft Worker	24.85
23980 - Woodworker	16.95
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.40
24610 - Chore Aide	9.75
24620 - Family Readiness And Support Services Coordinator	13.84
24630 - Homemaker	17.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	26.22
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	18.08
25210 - Water Treatment Plant Operator	26.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.31
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	31.00
27030 - Detection Dog Handler	15.95
27040 - Detention Officer	31.01
27070 - Firefighter	25.20
27101 - Guard I	13.15
27102 - Guard II	15.95
27131 - Police Officer I	36.78
27132 - Police Officer II	40.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.51

28042 - Carnival Equipment Repairer	13.48
28043 - Carnival Equipment Worker	9.48
28210 - Gate Attendant/Gate Tender	14.46
28310 - Lifeguard	12.86
28350 - Park Attendant (Aide)	16.18
28510 - Recreation Aide/Health Facility Attendant	11.81
28515 - Recreation Specialist	19.86
28630 - Sports Official	12.86
28690 - Swimming Pool Operator	18.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.99
29020 - Hatch Tender	21.99
29030 - Line Handler	21.99
29041 - Stevedore I	21.28
29042 - Stevedore II	23.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.26
30021 - Archeological Technician I	23.33
30022 - Archeological Technician II	24.00
30023 - Archeological Technician III	34.21
30030 - Cartographic Technician	34.35
30040 - Civil Engineering Technician	27.74
30061 - Drafter/CAD Operator I	24.64
30062 - Drafter/CAD Operator II	27.72
30063 - Drafter/CAD Operator III	30.79
30064 - Drafter/CAD Operator IV	37.88
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	26.89
30210 - Laboratory Technician	23.13
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.25
30362 - Paralegal/Legal Assistant II	26.32
30363 - Paralegal/Legal Assistant III	32.20
30364 - Paralegal/Legal Assistant IV	38.69
30390 - Photo-Optics Technician	33.63
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.19
30463 - Technical Writer III	35.70
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72
30494 - Unexploded (UXO) Safety Escort	25.32
30495 - Unexploded (UXO) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.03
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.97
31030 - Bus Driver	19.85
31043 - Driver Courier	13.10
31260 - Parking and Lot Attendant	10.20
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	11.90
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	21.82

31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	11.25
99095 - Embalmer	22.03
99251 - Laboratory Animal Caretaker I	12.73
99252 - Laboratory Animal Caretaker II	13.81
99310 - Mortician	25.51
99410 - Pest Controller	16.58
99510 - Photofinishing Worker	15.19
99710 - Recycling Laborer	20.68
99711 - Recycling Specialist	26.15
99730 - Refuse Collector	17.96
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	10.19
99830 - Survey Party Chief	38.64
99831 - Surveying Aide	20.42
99832 - Surveying Technician	27.93
99840 - Vending Machine Attendant	14.10
99841 - Vending Machine Repairer	16.77
99842 - Vending Machine Repairer Helper	14.10

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

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

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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



notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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

# EMPLOYEE RIGHTS ON GOVERNMENT CONTRACTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

This establishment is performing Government contract work subject to (check one)

- SERVICE CONTRACT ACT (SCA) or**  
 **PUBLIC CONTRACTS ACT (PCA)**

**MINIMUM WAGES** Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.

**FRINGE BENEFITS** SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

**OVERTIME PAY** You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

**CHILD LABOR** No person under 16 years of age may be employed on a PCA contract.

**SAFETY & HEALTH** Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.

**ENFORCEMENT** Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for: Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at [www.osha.gov](http://www.osha.gov).

For additional information:

# U.S. Department of Labor

Washington, D.C. 20210

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

## Walsh-Healey Public Contracts Act

**General Provisions** — This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

**Minimum Wage** — Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

**Child Labor** — Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

**Safety and Health** — No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

**Posting** — During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

## Service Contract Act

**General Provisions** — The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

**Wages and Fringe Benefits** — Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

**Safety and Health** — The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

**Notice to Employees** — On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

**Notice in Subcontracts** — The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding \$2,500.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.



ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
Accounting and Financial Systems Division

**VENDOR INFORMATION/CERTIFICATION**

Vendor Information:	Financial Information:										
Name	Bank Name										
Business Name <i>(if different from above)</i>	City										
Address 1	State      Zip										
Address 2	<table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> <td style="width: 2.22%;"> </td> </tr> </table>										
City	Routing Number <i>(this nine digit number appears on your checks, but do not include individual check numbers)</i>										
State      Zip	Account Number										
Soc Sec/Federal ID #	Type of Account: <i>(select one)</i>										
DUNS #	<input type="checkbox"/> Checking <input type="checkbox"/> Savings										
Telephone Number:											

Type of Organization for 1099 reporting:

- |   |  |
|---|--|
| <input type="checkbox"/> sole proprietorship;<br><input type="checkbox"/> corporate entity <i>(not tax-exempt)</i> ;<br><input type="checkbox"/> health care provider;<br><input type="checkbox"/> government entity <i>(write in either federal, state or local)</i> | <input type="checkbox"/> partnership;<br><input type="checkbox"/> corporate entity <i>(tax-exempt)</i> ;<br><input type="checkbox"/> other _____ |
|---|--|

**Certification**

Tax Payer Identification Number *(TIN number)*: \_\_\_\_\_

Under penalties of perjury, I certify that:

1. The number above is my correct taxpayer identification number (or I am waiting for a number to be assigned to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to the backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

You must check box next to item 2 above 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. If you make a false statement with no reasonable basis that results in no backup withholdings, you are subject to a \$500 penalty. Willfully falsifying certifications or affirmations on this form may subject you to criminal penalties including fines and/or imprisonment.

**Definitions:**

"Taxpayer Identification (TIN)" is the number required by the Internal Revenue Service (IRS) to be used in reporting income tax and other returns. The TIN may be either a social security number (SSN) or an employer identification number (EIN).

"U.S. person" means:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.

The TIN, as well as the information above is required in order to comply with debt collection requirements of [31 U.S.C. §§ 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. §§ 6041](#) and [6041A](#), and implementing regulations issued by the IRS. Failure or refusal to furnish this information may result in 28 percent backup withholding on any payments otherwise due under any awarded contract or purchase order.

The TIN may be used by the government to collect and report on any delinquent amounts arising out of the vendor's relationship with the government ([31 U.S.C. § 7701\(c\)\(3\)](#)). The TIN provided may be matched with IRS records to verify its accuracy.

Complete this section only if a TIN was not provided on page one, and select closest reason why not:

- ] The vendor 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;
- ] The vendor is an agency or instrumentality of a foreign government;

**Additional information required for vendors used for procurement  
(purchase orders, contracts, etc.)**

Indicate which, if any, of the following categories are applicable. These categories require that the vendor is 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group:

- ] Women Owned Business
- ] Minority Owned Business (If yes, select one of the owner's race/ethnicity selections from below):
  - ] Asian-Pacific American     ] Black American     ] Subcontinent Asian (Asian-Indian)American
  - ] Hispanic American     ] Native American     ] Other than one of the preceding

Date: \_\_\_\_\_  
\_\_\_\_\_ *Vendor's signature*

**For Agency Use Only**

The vendor name and DUNS number is all that is required for registered Central Contractor Registration (CCR) vendors. (Check [www.ccr.gov](http://www.ccr.gov) for registration status.) Do not use this form for purchase card merchants.

Mark Boxes that apply:  ] Addition     ] Change    Vendor Code: \_\_\_\_\_ *(make entry only if change)*

The following information is optional for individuals whose name and telephone are already on the form:	
Contact Name: _____	_____
Telephone Number: _____	Email: _____

Identification of person making this request:	
Name: _____	_____
Telephone Number: _____	Originating Office: _____

Please type or print clearly. For "AO" FAS4T Users only, e-mail the completed form to: [AOdb\\_OFB\\_Client\\_Service\\_Desk/DCA/AO/USCOURTS](mailto:AOdb_OFB_Client_Service_Desk/DCA/AO/USCOURTS)  
For "Court" FAS4T Users, send this form to the local Vendor Administrator. For questions regarding Court FAS4T please contact SDSD at (210) 301-6320.

This form should be completed with signature by the vendor and submitted by Judiciary staff only.