✎AO 367
(Rev. 6/11)

SECTION A	SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0973-16-10	**07/02/2015**	

4. Issued By:	5. Address Offer To (if other than Item 4):
Michelle Carey, CUSPO **312 N. Spring Street, 600** **Los Angeles, California 90012**	**Jennifer Smith, SUSPO** **501 W. Ocean Blvd., Suite 6340** **Long Beach, California 90802**

SOLICITATION

6. Offers in original and **2** copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

501 W. Ocean Blvd., Suite 6340
Long Beach, California 90802

until **12:00 PM** (*hour*) local time **08/03/2015** (*date*)

7. For Information call:	
a. Name **Jennifer Smith, SUSPO**	b. Telephone **(562) 980-3412**

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II – AGREEMENT CLAUSES	
X	A	SOLICITATION/OFFER/ACCEPTANCE	1	X	I	REQUIRED CLAUSES	3
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4			PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	25	X	J	LIST OF ATTACHMENTS	17
X	D	PACKAGING AND MARKING	1			PART IV – REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERORS	2
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	AGREEMENT ADMINISTRATION DATA	4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	13
X	H	SPECIAL AGREEMENT REQUIREMENTS	4	X	M	EVALUATION CRITERIA	4

OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____calendar days (365 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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT (*See Section I, Clause No. 52-232-8*)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

10. ACKNOWLEDGEMENT OF AMENDMENTS (*The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR

12. Telephone No. (Include area code)

16. ☐ AWARD

Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.

13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or print*)

17A. NAME OF CONTRACTING OFFICER

17B. UNITED STATES OF AMERICA

BY _____ (*Signature Of Contracting Officer*)

17C. DATE SIGNED

14. Signature

15. Offer Date

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the Central District of California is soliciting a vendor to provide substance abuse, mental health, and/or sex offender treatment services. A Vendor must be capable of providing services within a geographic area encompassing Central District California.

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 6 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.

A Blanket Purchase Agreement is a "charge account" arrangement, between a buyer and a seller for recurring purchases of services. BPAs are not contracts and do not obligate government funds in any way. A contract occurs upon the placement of a call or referral from the Probation/Pretrial Services Office and the vendor's acceptance of the referral. Referrals will be rotated among all the vendors on the BPA. BPAs are valid for a specific period of time, not to extend beyond the current fiscal year. The total duration of this BPA, including the exercise of two 12-month options, shall not exceed 36 months. BPAs will be issued to those vendors determined to be technically acceptable and offering the lowest cost to the Government, using the Evaluation Criteria established in Section M of the Request for Proposal.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. For this solicitation, only those services marked by an "X" under the Required Services column are being solicited. Offerors shall propose on only the required services. Services proposed, but not marked as required, will not be evaluated or included under any resultant agreement. Offerors failing to provide offers on all required services marked, will be considered technically unacceptable.

Note: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per Service item under the BPA. Each vendor placed on the BPA may receive a share of the total quantity stated. However, EMQ's are estimates only and do not bind the government to meet these estimates.

An asterisk ***** indicates a requirement line item which has been modified under "Local Services."

RESIDENTIAL PLACEMENT:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	1001	Therapeutic Community Treatment	**2016**	1000	
			2017	1030	
			2018	1060	
				Unit: per day	

TRANSPORTATION FOR CLIENTS:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1201	Administrative Fee	**2016**	Unknown	5% of amount distributed under pc 1202
			2017	Unknown	
			2018	Unknown	
				Unit: per day	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1202	Client Transportation Expenses	**2016**	Unknown	JTR*
			2017	Unknown	
			2018	Unknown	
				Unit: per day	

EMERGENCY FINANCIAL ASSISTANCE FOR CLIENTS:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1301	Administrative Fee	**2016**	Unknown	5% of amount distributed under pc 1302
			2017	Unknown	
			2018	Unknown	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1302	Emergency Financial Assistance	**2016**	Unknown	Actual cost
			2017	Unknown	
			2018	Unknown	

CONTRACTOR'S LOCAL TRAVEL:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1401	Contractor's Local Travel by Vehicle	**2016**	Unknown	JTR*
			2017	Unknown	
			2018	Unknown	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1402	Contractor's Local Travel by Common Carrier	**2016**	Unknown	JTR**
			2017	Unknown	
			2018	Unknown	
				Unit: per month	

CLIENT REIMBURSEMENT/COPAYMENT:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	1501	Administrative Fee	**2016**	Unknown	5% of fees collected by vendor
			2017	Unknown	
			2018	Unknown	

*Unit: Per mile reimbursed at prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of the Government.

**Unit: Reimbursement is at actual price as established in Judiciary Travel Regulations. Any such travel must first be authorized by the USPO/USPSO to include the type, train or bus, and it must be at the lowest fare possible.

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) or Federal Bureau of Prisons shall provide a Program Plan (Probation Form 45 or Transitional Services Program Plan BP-S530.074) for each defendant/offender that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each defendant/offender. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/offender in the Program Plan. The United States Probation Officer, United States Pretrial Services Officer, and the Bureau of Prisons staff may provide amended Treatment Program Plans during the course of treatment. The United States Probation/Pretrial Services Office, and/or the Bureau of Prisons will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

INTRODUCTION

A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/offenders who are drug-dependant, alcohol-dependant, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/offenders supervised by the USPO/USPSO; pretrial clients supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO, USPSO, or Bureau of Prisons).

B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.

C. The judiciary will refer clients on an “as needed basis” and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

DEFINITIONS

A. **“Offer”** means **“proposals”** in negotiation.

B. **“Solicitation”** means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

C. **“Judiciary”** means United States Government.

D. **"Director"** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other office for purposes of that section), and the term "his duty authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

E. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.

F. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on the behalf of the Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.

G. **"Client"** means any drug dependent pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or treatment and/or mental health treatment while under the supervision of the Federal Probation System.

H. **"Probation Officer"** (i.e., USPO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.

I. **"Chief Probation Officer"** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

J. **"Pretrial Services Officer"** (i.e., USPSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.

K. **"Chief Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

L. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental health treatment matters.

M. **"Federal Bureau of Prisons"** The federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and residential re-entry centers who have been sentenced by the federal courts.

N. **"Clarifications"** are limited exchanges, between the Judiciary and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.

O. **"AOUSC"** - Administrative Office of the U.S. Courts.

P. **"USPO/USPSO"** -U.S. Probation Officer/U.S. Pretrial Services Officer.

Q. **"Probation Form 17"** - U.S. Probation Travel Log.

R. **"Probation Form 45"** - Treatment Services Program Plan.

S. **"Probation Form 46"** - Monthly Treatment Record.

T. **"NIDT"** - Non-Instrumented Drug Testing Device.

U. **"COTR"** - Contracting Officer Technical Representative.

V. **"Case Staffing Conference"** - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.

W. **"DSM"** - Diagnostic and Statistical Manual of Mental Disorders.

X. **"Co-payment"** - Any payment from an offender/defendant or third party reimbursement.

Y. **"PPSO"** - Probation and Pretrial Services Office, Administrative Office of the US Courts.

MANDATORY REQUIREMENTS

For Project Codes in Section B, the corresponding paragraphs in this statement of work shall be considered mandatory requirements, as well as the sections listed below:

A. Defendant/Offender Reimbursement and Co-payment
B. Deliverables
C. Notifying USPO/USPSO of Defendant/Offender Behavior
D. Staff Requirements and Restrictions

E. Facility Requirements
F. Local Services (if applicable)

1. **Residential Placements**

The vendor shall provide at the daily per diem rates stated in Section B, the following services. The USPO/USPSO shall include a local service requirement in accordance with paragraph 38 of this section which defines whether the required residential placement services will be specifically for males, females, or both.

a. **Therapeutic Community Treatment (1001); Confined Treatment Alternative (1503); Short-Term Residential Treatment (2001); Long-Term Residential Treatment (2002); Short-Term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-Term Residential Treatment for Co-Occurring Disorders (6002):**

(1) Per diem rates include room and board, assessment, counseling/therapeutic services, physical examination and blood and urine specimen collection.

(2) For invoicing purposes per diem rates are calculated based on the following:

(a) A calendar day unit (midnight to midnight) for continuous placement of over 24 hours; and

(b) Is prorated/calculated as one-fourth of a calendar day for
(1) Six (6) hours or less, or
(2)When a client is absent from contractor's facility without USPO/USPSO's or vendor's permission for over twenty-four (24) hours.

Example:
Assume a per diem rate of $12.00. Client entered a residential facility at 2:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

Time Spent		**Charge**
Day 1	2 Quarters	$6.00
Day 2	4 Quarters	$12.00
Day 3	2 Quarters	$6.00

(1) **Therapeutic Community Treatment (1001)** Therapeutic Community Treatment Centers are drug-free residential settings that promote substance free living and mental health stability. The facility uses a hierarchical model with treatment

stages that reflect personal and social responsibility. Peer influence, mediated through a variety of group processes, is used to help individuals learn and assimilate social norms and develop more effective social skills.

The vendor shall ensure that services are provided:

(a) Only upon a vendor's professional staff recommendation and USPO's/USPSO's approval,
(b) For a period not exceeding 270 days unless PPSO approves the extension (USPO/USPSO monitors the client's progress and reviews the placement every sixty (60) days), and
(c) In three major stages:
(1) Induction and Treatment- during the first 30 days to assimilate the individual into the Therapeutic Community;
(2) Primary Treatment using a structured model of progression through increasing levels of pro-social attitudes, behaviors and responsibilities;
(3) Re-entry - to facilitate the individual's separation from the Therapeutic Community and successful integration to society.

The vendor shall provide:

(1) A discharge summary report for each defendant/offender upon termination of the residential period for **Therapeutic Community Treatment (1001); Short-term Residential Treatment (2001); Long Term Residential Treatment (2002); Short-term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-Term Residential Treatment for Co-Occurring Disorders (6002); and Confined Treatment Alternative (1503).**

(a) Briefly describing the defendant's/offender's adjustment and performance while in treatment and the circumstances surrounding his/her termination, and

(b) A typed summary to the USPO/USPSO within 10 calendar days of the defendant's/offender's discharge that includes recommendations for aftercare treatment.

2. **Residential Facilities Requirements (8010, 8030, 8050) and Residential Placements (1001, 1503, 2001, 2002, 6001, and 6002)**

All residential, housing and inpatient services listed above shall be provided at facilities that are licensed by the state and locality (if applicable) in which they are located and are

in compliance with the Residential Facility Requirements (below).

a. **Defendant/Offender Information**

The vendor shall obtain at intake: the resident's name; home address; date of birth; race; gender; and special medication problems or needs; the name of the resident's personal physician (if applicable); the resident's legal status including conditions of release; and the names of parties to notify in case of an emergency. The vendor shall notify the USPO/USPSO immediately if the defendant/offender leaves the treatment facility without proper authorization and/or fails to report for treatment, and within 24 hours if conduct violating a condition of supervision occurs, or third-party risk issues are identified.

b. **Staff Qualifications**

The vendor shall ensure that the facilities:

(1) Have adequately trained and physically able, paid staff on duty/premises to provide 24 hours, 7-days a week coverage. (Staff may not be asleep during their assigned shifts);

(2) Use volunteers only at the discretion of the USPO/USPSO;

(3) Keep written position descriptions that accurately describe current duties for all staff performing services under this agreement;

(4) Establish minimum employment qualifications for all staff performing services under this agreement;

(5) Have, at a minimum one staff member on each shift that is trained in emergency CPR and first aid;

(6) Use practitioners providing clinical counseling services that have at least one of the following:

(a) an advanced degree (masters or doctoral level) in behavioral science, preferably psychology or social work, or

(b) a BA/BS and at least two years of drug treatment training and/or experience;

(7) Have counselors that are certified and/or have credentials to engage in

substance abuse treatment intervention recognized by the state or local certifying authority; and

(8) Only use paraprofessionals under the direct supervision of, and in conjunction with, a staff member who meets the requirements described in item (6) (a) and (b) above, and after obtaining the approval of the contracting officer or designee. Interns may be considered paraprofessionals.

c. **Code Compliance**

The vendor shall:

(1) Comply with all applicable (e.g., building sanitation, health, fire electrical, zoning) laws, ordinances and codes.

(2) Upon request of the USPO/USPSO the vendor shall document compliance with, non-applicability of, any item in c. (1) above.

d. **Sleeping and Bathroom Facilities**
The vendor shall:

(1) Provide well-lit and ventilated sleeping quarters.

(2) Supply each defendant/offender with a bed, mattress and storage space for personal articles.

(3) Supply each defendant/offender with a complete set of bed linens and towels which are, at a minimum exchanged or washed weekly.

(4) Provide toilet, sink, and bathing facilities on the premises.

e. **Emergency Plans**

The vendor shall:

(1) Have annually updated, written emergency and evacuation plans and diagrams for emergencies (e.g., fire, natural disaster and severe weather) that are communicated to each arriving defendant/offender and shall be posted conspicuously in the facility.

(2) Conduct quarterly evacuation drills when a representative number of

defendant/offender and other residents are present and document such.

(3) Train all facility personnel to implement the emergency and evacuation plans and document such training.

f. **Safety Precautions**

The vendor shall provide:

(1) At least two means of an exit from each floor level.

(2) Smoke detectors on each floor providing complete and prompt coverage.

(3) Electrically lighted exit signs and egress routes with backup battery powered emergency lighting.

(4) Portable fire extinguishers throughout the facility appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 600 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher).

(5) Clean and sanitary facilities and surrounding areas, and clear hallways, stairs and exits.

(6) Fire inspections and testing of fire equipment by the equipment representative conducted at least semiannually.

(7) No mattresses or pillows acquired after commencement of the contract that contain polyurethane or polystyrene.

(8) Appropriate storage of all hazardous materials (e.g., paint adhesives, thinners, etc.are stored in metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits).

g. **General Food Service**

The vendor shall:

(1) Plan diets according to physicians requirements, if applicable.

(2) Provide meals for defendants/offenders whose work schedules prevent them from eating at meal time.

(3) Provide daily reasonable food selections.

(4) Provide nutritiously, varied and balanced sack lunches for defendant/offenders requiring these.

(5) Prepare menus at least a week in advance and keep menus for three months.

(6) Have a registered dietitian or physician annually approve the nutritional value of fixed menus, and semiannually approve non-fixed menus and document such.

(7) Ensure that all persons preparing food comply with applicable federal, state and local health laws, codes and regulations.

h. **Department of Health, Education and Welfare Food Service Standards**

The U.S. Food and Drug Administration (FDA) publishes the *Food Code*, a model that assists food control jurisdiction at all levels of government by providing them with a scientifically sound technical and legal basis for regulating the retail and food service segment of the industry (restaurants and grocery stores and institutions such as nursing homes). Local, state, tribal and federal regulators use the *FDA Food Code* as a model to develop or update their own food safety rules and to be consistent with national food regulatory policy. At a minimum, the vendor shall comply with the standards set forth in the most recent version of the *FDA Food Code*, which can be found at http://www.cfsan.fda.gov/~dms/fc05-toc.html.

i. **Vendor Meals Served in Restaurants**

The vendor shall ensure that restaurants preparing and serving food to residents are full-service; have valid state or local license, certificate or permit to operate, prepare and/or serve food; and meet all state and/or local sanitation and health laws, codes and regulations.

j. **Emergency Medical Service**

The vendor shall:

(1) Keep basic first aid supplies as set forth in the American Red Cross First Aid Manual on-site at all times.

(2) Train at least one staff member on each shift in emergency first aid and CPR.

(3) Ensure that emergency 24 hour, 7-days a week medical service is available with a licensed general hospital, private physician or clinic.

(4) Ensure that residents are responsible for their own medical expenses and that staff assists residents in identifying available community resources.

NOTE: The vendor shall notify USPO/USPSO immediately if the defendant/offender leaves the treatment facility without proper authorization and/or fails to report for treatment, and within 24 hours if conduct violating a condition of supervision occurs, or third-party risk issues are identified.

3. **Defendant/Offender Transportation**

The vendor shall provide:

a. **Defendant/Offender Transportation Expenses (1202)** for defendant/offender transportation to and from treatment facilities:

(1) For eligible defendants/offenders who the USPO/USPSO determines are unemployed or unable to pay transportation prices,
(2) That the USPO/USPSO authorizes and approves, **and**
(3) That does not exceed the price of public transportation via the most direct route.

If public transportation is not available, the vendor must seek prior approval from the contracting officer or designee for reimbursement of alternative means of transportation accordance with the Judiciary Travel Regulations (JTR).

Note: The vendor may charge an **Administrative Fee (1201)** for **Defendant/Offender Transportation Expenses (1202)** which is a reasonable monthly fee to administer transportation expense funds, not exceeding five (5) percent of the monthly funds distributed under **Defendant/Offender Transportation Expenses (1202)**.

4. **Emergency Financial Assistance**

The vendor shall provide:

a. **Emergency Financial Assistance (1302)** for actual expenses that may need to be incurred, on an emergency basis only, to assist with and/or implement the required medical, educational, social, psychological, and other specific services authorized to be provided. Such expenses shall be authorized and the amount determined by the USPO/USPSO, and the vendor shall be reimbursed at actual price.

Note: The vendor may charge an **Administrative Fee (1301)** for **Emergency Financial Assistance (1302)** which is a reasonable monthly fee to administer emergency assistance funds, not exceeding five (5) percent of the monthly funds distributed under **Emergency Financial Assistance (1302)**

5. **Vendor Local Travel:**

The vendor may invoice for:

a. **Vendor's Local Travel by Vehicle (1401)** for vendor or staff travel to defendants'/offenders' homes or employment, medical appointments or for other contract-related travel authorized and approved by the USPO/USPSO and conforming with the following:

(1) At a rate established in the Judiciary Travel Regulations **and**
(2) Recorded on Probation Form 17, Daily Travel Log, and limited to reimbursement of mileage per judiciary travel regulations.

b. **Vendor's Local Travel by Common Carrier (1402)** (airfare is not approved travel under this statement of work) for travel outlined above in **Vendor Local Travel by Vehicle (1401)** and conforming with the following:

(1) Reimbursement at actual price as established in the Judiciary Travel Regulations, Any such travel must first be authorized by the USPO/USPSO to include the type, train or bus, and it must be at the lowest fare possible; **and**
(2) Recorded on Probation Form 17, Daily Travel Log.

6. **Defendant/Offender Reimbursement and Co-Payment**

The vendor shall:

a. Collect any co-payment authorized on the Program Plan (Probation Form 45) and deduct any collected co-payment from the next invoice to be submitted to the

judiciary;

b. Provide bills and receipts for co-payments to defendants/offenders. The vendor shall keep an individualized record of co-payment collection, make it available for the USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in the amount owed;

c. Document within the Monthly Treatment Report and the Sign-In/Sign-Out Daily Log any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

d. Inform the USPO/USPSO within 10 calendar days of a defendant's/offender's failure to make a total of three consecutive scheduled co-payments;

e. Reimburse the Judiciary as directed in Section G.

Note: The vendor may charge an **Administrative Fee (1501)** which is a reasonable monthly fee, to administer the collection of fees from defendants/offenders, not exceeding five (5) percent of the monthly funds collected.

7. **Deliverables**

a. **Defendant/Offender Records and Conferences**

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.

(b) Segregate defendant/offender files from other vendor records. This will facilitate monitoring and promote defendant/offender confidentiality.

(c) Keep a separate file for each defendant/offender.

(d) Create a separate file when a defendant on pretrial services supervision is

sentenced to probation supervision, but continued in treatment with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

(e) Identify any records that disclose the identity of a defendant/offender as **CONFIDENTIAL.**

(f) Keep all defendant/offender records for three years after the final payment is received for Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.

(g) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or designee a copy of all defendant/offender records that have not been previously furnished, including copies of chronological notes.

NOTE: The vendor shall comply with the HIPAA privacy rule Security Standards for the Protection of Electronic Protected Health Information set forth at 45 C.F.R. § 164.302 to 318 with regard to electronic information.

b. **Disclosure**

The vendor shall:

(1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4),(5), (6), and (7) below.

(2) Obtain defendant's/offender's authorization to disclose confidential health information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.

(3) Disclose defendant/offender records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.

(4) Make its staff available to the USPO/USPSO to discuss treatment of a defendant/offender.

(5) Disclose defendant/offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and Part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.

(6) Not disclose "pretrial services information" concerning pretrial services clients. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

(7) The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

(8) Ensure that all persons having access to or custody of defendant/offender records follow the disclosure and confidentiality requirements of this agreement and federal law.

(9) Notify the USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/offender records.

Note: The Judiciary agrees to provide any necessary consent forms that federal, state or local law requires.

c. **File Content**

The vendor's file on each defendant/offender shall contain the following records:

(1) **Chronological Notes** that:

(a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.

(b) Are in accordance with the professional standards of the individual disciplines and with the respective state law on health care records.

(c) Document the goals of treatment, the methods used, the defendant's/offender's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failed assignments, rule violations and consequences given should be recorded.

(d) Accurately reflect the defendant's/offender's treatment progress, sessions attended, and changes in treatment.

(e) Are current and available for review by the USPO/USPSO or designee and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

(f) Chronological notes shall be legible, and be dated and signed by the practitioner.

(2) **Program Plan** (Probation Form 45) that:

(a) Identifies vendor services to be provided to the defendant/offender and billed to the Judiciary under the terms of agreement, and any co-payments due by the defendant.

(b) USPO/USPSO prepares during or immediately after the case staffing conference. The program plan authorizes the vendor to provide services (e.g., **Intake Assessment and Report (2011))** to the defendant/offender.

(c) USPO/USPSO shall amend the Program Plan (Probation Form 45) when

changing the services the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts) and upon termination of services.

(3) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:

(a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).

(b) To obtain additional services for a defendant/offender during the agreement or to change the frequency of a defendant/offender's urine collection.

(c) To document any other changes in co-payments, frequency of treatment, etc.

(d) To terminate services.

(4) **Monthly Treatment Report (Probation Form 46)** that:

(a) Is submitted along with the monthly invoice and the Daily log for the month for which the vendor is invoicing, except for clients who are receiving urinalysis services only (PC 1010, 1011).

(b) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.

(c) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).

(d) Reflects changes in the Program Plan (Probation Form 45).

(e) Records urine collection and test results, if applicable.

(f) Shall be typed if requested by the USPO/USPSO.

(5) **Authorization to Release Confidential Information** (Probation Forms 11B, 11E, or 11I, and PSA Forms 6B, or 6D) that:

(a) The defendant/offender and USPO/USPSO sign prior to the

defendant's/offender's first appointment with the treatment provider.

(b) The vendor shall obtain the defendant's/offender's signature before releasing any information regarding the defendant/offender or the defendant's/offender's treatment and progress to the USPO/USPSO**.**

(6) **Daily Travel Log** (Probation Form 17) (if applicable) that:

(a) Vendor shall submit Probation Form 17 with the monthly invoice for **Vendor's Local Travel** by vendor or staff.

(1) By **Vehicle (1401)** (at the rate in the Judiciary Travel Regulations), or
(2) By **Common Carrier (1402)** (at the rate in the Judiciary Travel Regulations)

(7) **Sign-In, Sign-Out Daily Treatment Log** (if applicable) that:

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.

(b) USPO/USPSO or designee uses to certify the monthly invoice.

(c) USPO/USPSO shall review for approval if vendor Daily Log form differs from the USPO/ USPSO sample form.

(d) Defendant/offender shall sign-in upon arrival and sign-out when leaving the vendor's facility.

(e) Documents any defendant/offender co-payment, and
(f) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/offenders violates federal confidentiality regulations regarding treatment records.

(8) **Urinalysis Testing Log** (If applicable) (Attachment J.9) that:

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.

(b) Shall record all collected urinalysis specimens and indicate:

(1) Defendant or offender's name and PACTS number
(2) Collection Date
(3) Specimen (bar code) number
(4) Collector's initials
(5) Test results and date received (if applicable)
(6) Drugs or medication taken, and
(7) Special test requested
(8) Co-pay collected (if applicable)

(c) Shall record any unusual occurrences in the collection process, and in the specific gravity and temperature readings (if applicable).

(d) The vendor shall submit for USPO/USPSO approval if vendor Daily Urinalysis Log form differs from the sample form provided in attachment J.9.

(e) The vendor shall ensure that a defendant/offender signing or initialing an entry Urinalysis Log cannot see the names or signatures of other defendants/offenders.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/offenders violates federal confidentiality regulations regarding treatment records.

d. **Case Staffing Conference**

Upon USPO/USPSO referral of a defendant/offender to the vendor, the vendor shall:

(1) Participate in a 3-way meeting with the USPO/USPSO, defendant/offender and vendor for an initial case staffing.

(2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.

(3) Consult and meet as requested by the USPO/USPSO.

NOTE: The price of case staffing conferences and consultations are included in the prices in Section B.

e. **Vendor Reports (Substance Abuse and Mental Health Reports)**

The vendor shall:

(1) Provide a report on the defendant's/offender's treatment progress upon USPO/USPSO's request. Reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed.

(2) Provide a written recommendation in the report to whether or not a defendant's/offender's treatment shall be continued or terminated.

(3) If the vendor recommends treatment termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to treatment and no longer needs aftercare, or whether the defender/offender failed to respond to treatment)

(4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see Attachment J.1).

f. **Vendor Testimony**

The vendor, its staff, employees, and/or subcontractors shall:

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and

(i) a request by the United States Probation and/or Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, <u>or</u>

(ii) in response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/offender's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.

(3) Receive reimbursement for subpoenaed testimony through the Department

of Justice based on its witness fee and expense schedule.

(4) Receive necessary consent/release forms required under federal, state or local law from the Judiciary.

(5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

g. **Emergency Contact Procedures**

The vendor shall establish and post emergency (24 hours/ 7 days a week) contact procedures (i.e., crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), for times when counselors are not available.

8. **Notifying USPO/USPSO of Defendant/Offender Behavior**

The vendor shall:

a. Notify the USPO/USPSO within 24 hours or as specified in writing by the Contracting Officer of defendant/offender behavior including but not limited to:

(1) Positive drug or alcohol test results.

(2) Attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage.

(3) Failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).

(4) Failure to appear as directed for urine collection, evaluation, counseling session or alcohol test (i.e., no show).

(5) Failure to follow vendor staff direction.

(6) Apparent failure to comply with conditions of supervision.

(7) Any behavior that might increase the risk of the defendant/offender to the

community.

Note: Vendor shall report any information from any source regarding a defendant's/offender's apparent failure to comply with conditions of supervision.

9. **Staff Requirements and Restrictions**

The vendor shall ensure that:

a. After award, persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/offender files.

b. After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.

c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) or required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.

d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.

e. The vendors and its employees shall:

(1) Avoid compromising relationships with defendants/offenders and probation or pretrial services staff, and

(2) Not employ, contract with, or pay any defendant/offender or defendant's/offender's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement.

(3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee.

(4) Report to the USPO/USPSO any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.

f. The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience and education requirements, or changes thereof. The vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.

g. Failure to comply with the above terms and conditions could result in termination of this agreement.

10. **Facility Requirements:**

The vendor shall ensure that its facility(ies) has adequate access for defendants/offenders with physical disabilities.

11. The vendor shall comply with all applicable state, federal and local laws and regulations when performing services required under this contract or agreement. Failure to do so may result in immediate termination, and subject the vendor to civil and/or criminal penalties.

12. **Local Services**

NOTE: Insert the statement of work and project codes for local services. On the required service line an asterisk (*) shall be used to denote which project code in Section B will be amended in the local services section. The local services section shall be used for districts to further define a specific need. **Additional codes shall not be created under any circumstances without written approval from PPSO at the Administrative Office of the United States Courts. All local needs shall be approved in writing by PPSO.**

RESIDENTIAL PLACEMENT

* 1001

Vendor must have at least two years experience providing the services outlined in PC 1001 or 6002. Services must
be provided to male and female defendants/offenders.
1. The vendor shall:
a. Support and enforce total abstinence of drugs and alcohol, not utilize a harm reduction model, and provide defendant/offender with written instructions to address total abstinence from drugs and alcohol.
b. Provide random urine collections and Breathalyzer tests at a minimum of 6 tests per month.
c. Discharge offender/defendant upon positive urinalysis or breathalyzer, (excluding intake)
d. Conduct Assessments: The vendor shall review documents and as needed, conduct interviews for admission.
e. When requested by USPO/USPSO, provide transportation for defendants/offenders to their facility from local prisons or halfway house facilities when defendants/offenders are Court ordered to enter the program directly from these facilities. For programs in Orange and Los Angeles counties, provide weekly transportation to Court for offenders who are participants in the Districts Drug Court program.
f. Invite officers to attend disciplinary conferences. Discharges due to defendants/offenders misbehavior are to be approved by the officer, unless there is a positive lab drug test or an immediate discharge is necessary due to safety issues of other residents. In emergency cases, where pre-approval is not possible, the officer is to be notified within 12 hours of the discharge.
g. Provide relapse prevention which will include a written plan developed by the defendant/offender with specific action steps to maintain abstinence from illicit drugs, alcohol, and abusing prescription drugs.
h. Provide discharge planning beginning early in treatment that results in viable release plan in terms of housing, treatment, employment, education, finances and benefits including but not limited to GR, SSI or SSDI
i. Provide a discharge summary for unsuccessful completion of the testing/treatment program must
be submitted to the USPO/USPSO within 5 days. For successful discharges, follow the requirements in the Statement of Work.
j. Ensure each counselor/case manager can be reached directly by the USPO/USPSO via phone, cell phone, or email.
k. Submit the attached MTR monthly (See Attachment J.4) Vendor will include a second page that
summaries the frequencies of all treatment provided in the month including groups, individual sessions, 12-Step meetings, cognitive behavioral groups, and family treatment.
Employment
n. The vendor shall:
i. Not allow the defendant/offender to be employed or participate in work teams without the Governments written approval during the first 90 days of treatment. Subsequently,

documented treatment progress and probation officer approval are required before employment is permitted.

Passes

o. The vendor shall:

ii. Not allow the defendant/offender to leave the premises on an unescorted pass during the first 90 days of treatment. Staff, senior residents, and approved 12 Step sponsors are approved escorts.

iii. Not approve a pass for any defendant/offender for the period between 11:00 p.m. and 7:00 a.m., unless for a documented emergency.

iv. Provide substance abuse testing upon the defendants/offenders return from each unescorted pass.

Counseling/therapeutic services will consist of 6 hours of structured therapeutic activities during weekdays (minimum of 2 hours per day on weekends) and will include:

1. 2 individual counseling sessions per week with a certified Substance Abuse/Chemical Dependency/Addictions Counselor.
2. 7 hours of group counseling per week which have interactive, educational or topical focus and are led by at least a certified counselor. Counselor to group ratio shall not exceed 1:25.
3. Four mutual self-support groups (i.e. 12-step or non-secular groups) per week. It is preferred that defendants/offenders attend meetings off premises each week.
4. Family/parenting services, will include one or all of the following: family assessment, multi-family group, family educational group, individual family counseling, general parenting, anger management, or domestic violence, when associated with an underlying substance abuse issue..
5. Cognitive Behavioral Group

(1) Ensure one or more weekly groups is led by a trained facilitator and includes use of a manualized, empirically supported, cognitive behavioral curriculum that addresses the criminal thinking component of a defendant/offender. Examples of this type of group are:

(a) Moral Reconation Therapy, Thinking for a Change, Problem Solving Skills in Action, Choices and Changes, and The Change Companies, or

(b) Any other relevant research based program listed on the SAMHSA National Registry of Evidence-Based Programs and Practices (www.nrepp.samhsa.gov).

Cognitive Behavior Group will include specific skills training to address criminogenic factors.

Treatment Plan

The vendor will ensure the Treatment Plan is updated monthly and includes the following as applicable to each individual defendant/offender:

1. Referral/Participation in Mutual Self-Help Groups.

2. Documented input from officer and counselor(s).

CLIENT REIMBURSEMENT/COPAYMENT

* 1501
Vendor shall accept credit or debit card payments for co-payments.

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and/or subcontractor shall:

(a) Maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes).

(b) Not endanger the health and safety of employees, clients and the community.

(c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

E.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**

The clauses listed below are applicable to Agreements and Contracts at any value.

Clause 2-5A Inspection of Products (APR 2013)

Clause 2-5B Inspection of Services (APR 2013)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Offenders and Defendants (Mandatory Requirements)

a. In an effort to protect the community by providing outpatient treatment, the vendor shall have the capability to immediately place Federal clients in outpatient or urine surveillance without regard to any placement backlog or waiting lists.

b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space.

c. The vendor shall not unilaterally refuse services to any defendant or offender referred by the Government, except where the defendant or offender poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.

d. Termination of clients from treatment, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.

e. The contractor shall not tell defendants or offenders to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

F.2 The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, and G of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 Contact Point for Assistance

a. Contact the person listed in block 7 on the form **Solicitation/Offer/Acceptance**, in Section A, p. 1 of the Request For Proposals (RFP).

G.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

a. Maintain its fiscal records according to generally accepted accounting principles.

b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.

c. Keep all defendant/offender records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

G.3. Invoices (Mandatory Requirement)

The vendor shall:

a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Treatment Report**, **Daily Log**, **Urinalysis Log** and **Daily Travel Log** (if applicable) shall be submitted to the USPO/USPSO.

b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.

c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:

(1) Individual defendant/offender names and identifying numbers, and

(2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

Note: The Administrative Office encourages computer generated billing and will accept a vendor's invoice form that contains the same information as the Administrative Office invoice. The vendor shall only submit invoices electronically in a manner approved by the Contracting Officer and in compliance with 45 C.F.R. § 164.302 to 164.318.

d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:

(1) Is correct and accurate to the best of his/her knowledge, and

(2) Includes only charges for services actually provided to defendant(s)/offender(s).

e. The vendor shall submit separate invoices for services provided to pretrial services defendants and Bureau of Prisons inmates to the appropriate pretrial services or Bureau of Prisons office.

f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

1010	2090	5030	6030
1011	4010	6000	6032
2000	4020	6010	6036
2010	5010	6012	6050
2011	5011	6015	6051
2020	5012	6020	6080
2021	5020	6021	6090
2022	5021	6022	6091
2030	5022	6026	7013
2040	5023	6027	7023
2080	5025	6028	

Note: A "No-Show" occurs when a defendant/offender does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled service provided customarily by a physician or other professional staff member.

g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor shall contact the Government for approval. Sessions lasting less than 16 minutes

shall be treated as a “no show” for the purposes of billing.

h. The vendor shall include on the monthly invoice the item number and the fractional part of the session for which the vendor is billing the Government.

i. **Example**:

Assume that the rate of service is $10.00 per half hour.

Time Spent (in minutes)	Charge
0 - 15	$ 0.00
16 - 30	$10.00
31 - 45	$15.00
46 - 60	$20.00

j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/offender services unless the Program Plan authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).

k. The vendor shall include the cost of telephone contacts with defendants/offenders in the unit price for the services and shall not bill separately for these calls.

G.4 Reimbursements or Copayments (Mandatory Requirement)

a. The vendor shall not request or accept payment either directly or indirectly from the defendant/offender for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/offender for prescheduled individual services customarily provided by a physician or professional staff member.

(1) The USPO/USPSO shall evaluate the defendant/offender's financial status (e.g., employment) before authorizing defendant/offender payments to the vendor and shall notify the defendant/offender and vendor of the authorized defendant/offender payments in the program plan.

b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.

c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.

(1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and conditions of this solicitation document.

(2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

(3) The vendor shall not accept reimbursement for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

H.1 Clause 7-25, Indemnification (AUG 2004)

(a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.

(c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

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

H.2 DRUG-FREE WORKPLACE - JAN 2003

(a) Definitions. As used in this clause,

"**Controlled Substance**" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (2l U.S.C. 8l2) and as further defined in regulation at 2l CFR l308.ll-l308.l5.

"**Conviction**" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"**Criminal drug statute**" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"**Drug-free workplace**" means a site for the performance of work done in connection with a specific contract at which the employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"**Employee**" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly Engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"**Individual**" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--

(l) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(l) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (l0) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(l) through (b)(6) of this provision.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

H.3 Government Furnished Property - (JAN 2003)

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation.

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

SECTION I - REQUIRED CLAUSES

I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JUN 2014)

(a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers when providing past performance information as part of a proposal submission, as opposed to general public marketing.

(b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

I.2 Subcontracting

Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer’s approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval. The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement.

The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and the appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes. The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts.

A subcontractor has no contractual rights, known as privity of contract, against the judiciary. However, the subcontractor may have rights against the prime contractor.

Upon contract termination, the contractor must, except as otherwise directed by the CO, terminate all subcontracts to the extent that they relate to performance of the work terminated.

I.3. 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 expiration date; 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 3 years.

I.4 Clause 2-90C, Option to Extend Services - (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to contract's current expiration date.

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

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

The clauses listed below are applicable to Agreements and Contracts at any value.

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003

Clause 3-210	Protests	JUN 2014
Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished “As Is”	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003
Clause 7-235	Disputes	JAN 2003

IN ADDITION TO THE CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF $100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CLAUSE, INCORPORATED BY REFERENCE.

Clause 1-10	Gratuities or Gifts	JAN 2010

SECTION J - LIST OF ATTACHMENTS

J.1	PROGRAM DISCHARGE SUMMARY PROFILE
J.2	SAMPLE PROGRAM PLAN (PROBATION FORM 45)
J.3	RESERVED FOR FUTURE USE
J.4	MONTHLY TREATMENT REPORT (PROBATION FORM 46)
J.5	AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION (PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)
J.6	DAILY LOG
J.7	DAILY TRAVEL RECORD (PROBATION FORM 17)
J.8	INVOICE
J.9	TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)
J.10	DEPARTMENT OF LABOR WAGE DETERMINATION (As required by the Service Contract Act, when applicable.)

Attachment J.1

Program Discharge Summary Profile[1]

1. Number of defendants[2] enrolled in program during the past 12 months? _____

2. Number of offenders[3] enrolled in program during the past 12 months? _____

3. Number of defendants successfully discharged from program during the past 12 month period? _____

4. Number of offenders successfully discharged from program during the past 12 month period? _____

5. Number of defendants unsuccessfully discharged during the past 12 month period? _____

6. Number of offenders unsuccessfully discharged during the past 12 month period? _____

7. Number of defendants that were discharged due to failure to attend as required during the past 12 month period? _____

8. Number of offenders that were discharged due to failure to attend as required during the past 12 month period? _____

9. Other types of discharge during the past 12 month period, please explain in short narrative paragraph below (e.g., number of defendants, number of offenders, and reason):_____
_____
_____
_____
_____
_____
_____

10. Average treatment duration per client over the past 12 month period? _____

11. Average frequency of treatment per client over the past 12 month period? _____

12. Average staff to client ratio over the past 12 month period? _____

---

[1]Shall include entire clientele (federal, state, and local). Shall not be limited to only federal probation and pretrial services referrals.

[2]Defendant - An individual who has been charged with a crime, but not yet convicted. These individuals may or may not have been under pretrial supervision.

[3]Offender - An individual who has been convicted of a crime. These individuals are typically serving a period of probation or other form of post-conviction supervision.

Attachment J.2

Prob. Form 45

Today's Date:

Client Identifying Information

Client:	PACTS#:
Address:	Pretrial/Post Conviction:
Officer:	Client Phone:
Officer Phone:	DOB:

Photo Not Available

Provider Information

Provider:
Provider Location:
Attn:
Location Address:

Phone:
Fax:

Procurement No:
Effective Date:
Termination Date:

Authorized Services

Your agency is authorized to provide the following services beginning on the plan effective date indicated above. Any services provided outside of those listed below and/or outside the Effective and Termination Dates of the Plan will not be authorized for payment.

Services Ordered

Project Code	Description Of Services	Phase	Frequency (Units)	Interval	Copay Amount (per unit)
2010	Individual Substance Abuse Counseling		1.0	Weekly	$0.00
2020	Group Substance Counseling		2.0	Monthly	$0.00

Instructions to Provider Regarding Client Needs and Goals of Treatment

_____ Officer:

_____ Referral Agent:

_____ Client:

PROB 46
(Rev. 06/10)

MONTHLY TREATMENT REPORT

This form must be completed and submitted with each monthly billing. Additional sheets may be used.

1. PROGRAM NAME:	1a. PROVIDER NAME:	2. DATE OF CURRENT TX PLAN (ATTACH REVISIONS):
3. CLIENT NAME:	3a. PACTS NO.	4. FOR PERIOD COVERING:

5. PHASE NO.	5a. TIME IN PHASE:	6. PRETRIAL CLIENT:	7. CLIENT EMPLOYED:
		☐ Yes ☐ No	☐ Yes ☐ No ☐ Student ☐ Other

8. CONTACTS SINCE LAST REPORT

a. Date	b. Service (Name & No.)	c. Length of Contact	d. Comments (No Shows, Tardiness, Issues Addressed)	e. Copay (amount collected)

9. URINE TESTING RECORD

DATE COLLECTED	Scheduled		Sample Not Tested		Drug Use Admitted		COLLECTED BY	SPECIAL TESTS REQUESTED	TEST RESULTS (Positive/Negative)	Copay (amount collected)
	Yes	No	Insuf. Qty.	Stall	No	Yes (specify drug)				

10. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS

a. Describe the treatment goals addressed this month (☐ Met ☐ Not Met):

b. Describe any steps taken by the client this month toward these goals (☐ Positive ☐ Negative):

c. Describe any obstacles or setbacks the client encountered this month:

d. Describe one unique way the PO/PSO can assist/support the client in treatment over the next month:

e. If continued treatment is recommended, discuss the plan for next month (☐ Recommended ☐ Not Recommended):

f. Discuss your observations of the client's behavior and commitment to treatment (☐ Positive ☐ Negative):

g. Comments:

h. Overall Progress: ☐ Acceptable ☐ Unacceptable

SIGNATURE OF COUNSELOR	DATE

DISTRIBUTION: ORIGINAL CONTRACTOR

Residential Substance Abuse.

The vendor shall submit:

The attached MTR monthly (See Attachment J.4) Vendor will include a second page that summaries the frequencies of all treatment provided in the month including groups, individual sessions, 12-Step meetings, cognitive behavioral groups, and family treatment.

✎ PROB 11B
(Rev. 5/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
DRUG ABUSE PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)
information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United States Probation Office of the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my _____ (pretrial release, post-trial release, probation, or parole).

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court and/or United States Parole Commission when necessary for the purpose of discharging its supervisory duties over me.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

_____	_____
(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

✎ PROB 11E
(Rev. 5/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
SUBSTANCE ABUSE AND MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)
information in its records, possession, or knowledge of whatever nature may now exist or come to exist to the United States Probation Office of the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); psychotherapy notes; date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with the preparation of a court-ordered report.

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court.

I understand that this authorization is valid until I have been sentenced and my sentence is final, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before the completion of the presentence investigation will be reported to the court.

_____	_____
(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

✎ PROB 11I
(Rev. 4/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its possession to the United States Probation Office in the _____
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations, clinical polygraphs); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my post-conviction supervision (including probation, parole, mandatory release, supervised release, or conditional release), and may be used by the probation officer for the purpose of keeping the probation officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
(Date Signed)	(Date Signed)
(Name & Title of Witness)	(Date Signed)

✎PS 6B
(Rev. 5/05)

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
(DRUG OR ALCOHOL ABUSE PROGRAMS)

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United States Pretrial Services or Probation Office for the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my pretrial release.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my pretrial supervision.

_____	_____
(Signature of Parent or Guardian, if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

✎PS 6D
(5/03)

UNITED STATES PRETRIAL SERVICES SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its possession to the United States Pretrial Services Office in the _____ .
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy; general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my pretrial supervision, and may be used by the pretrial services officer for the purpose of keeping the pretrial services officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law. Such information may also be made available to the probation office for the purpose of preparing a presentence report in accordance with federal law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____ .
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my pretrial supervision.

(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
(Date Signed)	(Date Signed)
(Name & Title of Witness)	(Date Signed)

DAILY TREATMENT LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name _____ **Month/Year** _____

Date	Client's Signature/Initials	Time In	Purpose of Visit	Co-Pay Collected	Time Out	Client's Initials	Vendor's Initials

✎PROB 17
(Rev. 2/93)

U.S. PROBATION AND PRETRIAL SERVICES TRAVEL LOG

DISTRICT:

DATE	EXPENSE CODE	CONTACT CODES (P-Personal/C-Collateral)		PROBLEM CODES		
OFFICER NAME	A-Telephone B-Parking C-Other	H-Home C-Community PS-Presentence PR-Prerelease for Institution PT-Pretransfer SI-Special Investigation	SS-Social Services for Institution OPO-Other Probation/Pretrial Services Officer PTS-Pretrial Services PTSD-Pretrial Services Diversion FWR-Furlough/Work Release	DA-Drug Abuse UA-Urine Collection PS- HS-Housing/Shelter O-Other	AL-Alcohol MS-Monitoring/Surveillance EM-Employment FB-Financial/Budgeting FM-Family/Marital ET-Education/Training	DAILY TRAVEL RECORD

DESTINATION	ODOMETER READING	MILES TRAVELED	OTHER EXPENSES	CONTACT CODE	PROBLEM CODE	CASE NUMBER/NAME OF CASE	ACTIVITY AND PERSON CONTACTED
START							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							

PER DIEM			TOTAL MILES TRAVELED	TOTAL OTHER EXPENSES	NUMBER OF MILES FROM HOME TO OFFICE	**SIGNATURE OF OFFICER**
TIME STARTED	TIME RETURNED	AMT. CLAIMED	AMOUNT CLAIMED FOR MILEAGE			

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART A)

1. Judicial District _____
2. Vendor _____
   a. Address: _____
   _____
   _____
   b. Telephone: _____
3. P.O./B.P.A.# _____
4. Service Delivery: From _____ To _____
5. Total # of Individuals Served: _____

Vendor's Certification: I certify that **all** expenditures and requests for reimbursement in this voucher are accurate and correct to the best of my knowledge and include only charges for services actually rendered to clients under the terms of the agreement and for which no other compensation has been received from sources other than the United States District Court.

_____
Authorized Administrator

6. Project Code	7. Quantity	8. Unit Price	9. Total Price

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART B)

Subtotal all costs for each client listed below:

1. Client Name	2. Client Number	3. Dates of Service	4. Service Rendered	5. Quantity (Units)	6. Unit Price	7. Cost

BREATHALYZER INSTRUMENT LOG

Vendor Name _____

Instrument Serial Number	Requirements for Calibration	Dates of Calibration	Date of Next Calibration	Signature of Person Conducting the Calibration

BREATHALYZER LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name _____ PACTS # _____ Month/Year_____

Client's Signature/Initials	Collector's Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

SWEAT PATCH TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH
COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL

Client Name _____ **PACTS #** _____ **Month/Year**_____

Application Date	Client's Signature/Initials	Chain of Custody Bar Code Number	Medications Taken	Collector's Initials	Removal Date	Client's Initials	Collector's Initials	Test Results/Date	Co-Pay Collected

Comments (please note any unusual occurrences):

URINALYSIS TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name _____ **PACTS #** _____ **Month/Year**_____

Date Collected	Client's Signature/Initials	Bar Code Number	Special Tests	Medications Taken	Collector's Initials	Test Results/Date Received	Co-Pay Collected

WD 05-2072 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014
****

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-2072
Diane C. Koplewski Division of | Revision No.: 18
Director Wage Determinations| 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 County of Ventura

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		11.95
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.33
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 12.97
01532 - Travel Clerk II 13.88
01533 - Travel Clerk III 14.63
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 24.09
05010 - Automotive Electrician 22.68
05040 - Automotive Glass Installer 21.31
05070 - Automotive Worker 21.31
05110 - Mobile Equipment Servicer 19.59
05130 - Motor Equipment Metal Mechanic 24.09
05160 - Motor Equipment Metal Worker 21.31
05190 - Motor Vehicle Mechanic 24.09
05220 - Motor Vehicle Mechanic Helper 18.80
05250 - Motor Vehicle Upholstery Worker 20.85
05280 - Motor Vehicle Wrecker 21.31
05310 - Painter, Automotive 22.69
05340 - Radiator Repair Specialist 21.31
05370 - Tire Repairer 14.54
05400 - Transmission Repair Specialist 24.09
07000 - Food Preparation And Service Occupations
07010 - Baker 15.40
07041 - Cook I 14.48
07042 - Cook II 15.40
07070 - Dishwasher 10.29
07130 - Food Service Worker 11.20
07210 - Meat Cutter 18.66
07260 - Waiter/Waitress 10.83
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 20.30
09040 - Furniture Handler 12.89
09080 - Furniture Refinisher 19.06
09090 - Furniture Refinisher Helper 15.36
09110 - Furniture Repairer, Minor 17.80
09130 - Upholsterer 19.09
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 12.82
11270 - Tractor Operator 17.61

11330 - Trail Maintenance Worker 14.40
11360 - Window Cleaner 15.77
12000 - Health Occupations
12010 - Ambulance Driver 18.07
12011 - Breath Alcohol Technician 17.82
12012 - Certified Occupational Therapist Assistant 31.09
12015 - Certified Physical Therapist Assistant 21.85
12020 - Dental Assistant 17.27
12025 - Dental Hygienist 29.68
12030 - EKG Technician 29.99
12035 - Electroneurodiagnostic Technologist 29.99
12040 - Emergency Medical Technician 17.82
12071 - Licensed Practical Nurse I 18.11
12072 - Licensed Practical Nurse II 20.68
12073 - Licensed Practical Nurse III 23.72
12100 - Medical Assistant 14.56
12130 - Medical Laboratory Technician 18.27
12160 - Medical Record Clerk 15.93
12190 - Medical Record Technician 17.82
12195 - Medical Transcriptionist 18.39
12210 - Nuclear Medicine Technologist 44.62
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 16.80
12236 - Optical Technician 17.01
12250 - Pharmacy Technician 17.83
12280 - Phlebotomist 14.19
12305 - Radiologic Technologist 26.67
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 22.95
13012 - Exhibits Specialist II 28.43
13013 - Exhibits Specialist III 34.78
13041 - Illustrator I 22.71
13042 - Illustrator II 28.13
13043 - Illustrator III 35.13
13047 - Librarian 29.23
13050 - Library Aide/Clerk 16.49
13054 - Library Information Technology Systems Administrator 23.79
13058 - Library Technician 22.40
13061 - Media Specialist I 17.17
13062 - Media Specialist II 19.20
13063 - Media Specialist III 21.41
13071 - Photographer I 16.73
13072 - Photographer II 20.70

13073 - Photographer III 26.61
13074 - Photographer IV 35.57
13075 - Photographer V 39.24
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 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 39.63
15070 - Flight Instructor (Pilot) 50.37
15080 - Graphic Artist 24.07
15090 - Technical Instructor 23.63
15095 - Technical Instructor/Course Developer 28.90
15110 - Test Proctor 19.07
15120 - Tutor 19.07
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 9.61
16030 - Counter Attendant 9.61
16040 - Dry Cleaner 11.51
16070 - Finisher, Flatwork, Machine 9.61
16090 - Presser, Hand 9.61
16110 - Presser, Machine, Drycleaning 9.61
16130 - Presser, Machine, Shirts 9.61
16160 - Presser, Machine, Wearing Apparel, Laundry 9.61
16190 - Sewing Machine Operator 12.19
16220 - Tailor 12.87
16250 - Washer, Machine 10.22
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 19.75
19040 - Tool And Die Maker 23.05
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 14.54
21030 - Material Coordinator 23.10
21040 - Material Expediter 23.10
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 16.46
21210 - Tools And Parts Attendant 14.54
21410 - Warehouse Specialist 14.54
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 29.01
23021 - Aircraft Mechanic I 27.51
23022 - Aircraft Mechanic II 29.01
23023 - Aircraft Mechanic III 30.15
23040 - Aircraft Mechanic Helper 19.27
23050 - Aircraft, Painter 25.88
23060 - Aircraft Servicer 22.10
23080 - Aircraft Worker 23.08
23110 - Appliance Mechanic 22.54
23120 - Bicycle Repairer 14.54
23125 - Cable Splicer 26.40
23130 - Carpenter, Maintenance 27.67
23140 - Carpet Layer 22.30
23160 - Electrician, Maintenance 30.18
23181 - Electronics Technician Maintenance I 26.46
23182 - Electronics Technician Maintenance II 28.18
23183 - Electronics Technician Maintenance III 29.92
23260 - Fabric Worker 20.83
23290 - Fire Alarm System Mechanic 22.30
23310 - Fire Extinguisher Repairer 19.28
23311 - Fuel Distribution System Mechanic 26.19
23312 - Fuel Distribution System Operator 20.03
23370 - General Maintenance Worker 23.26
23380 - Ground Support Equipment Mechanic 27.51
23381 - Ground Support Equipment Servicer 22.10
23382 - Ground Support Equipment Worker 23.08
23391 - Gunsmith I 19.28
23392 - Gunsmith II 22.30
23393 - Gunsmith III 25.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic 23.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 24.59
23430 - Heavy Equipment Mechanic 27.03
23440 - Heavy Equipment Operator 29.39
23460 - Instrument Mechanic 25.21
23465 - Laboratory/Shelter Mechanic 23.75
23470 - Laborer 13.40
23510 - Locksmith 22.54
23530 - Machinery Maintenance Mechanic 27.12
23550 - Machinist, Maintenance 24.78
23580 - Maintenance Trades Helper 13.96
23591 - Metrology Technician I 25.21
23592 - Metrology Technician II 26.70
23593 - Metrology Technician III 28.79
23640 - Millwright 25.21
23710 - Office Appliance Repairer 21.32
23760 - Painter, Maintenance 21.05

23790 - Pipefitter, Maintenance 25.42
23810 - Plumber, Maintenance 23.94
23820 - Pneudraulic Systems Mechanic 25.21
23850 - Rigger 26.17
23870 - Scale Mechanic 22.30
23890 - Sheet-Metal Worker, Maintenance 21.78
23910 - Small Engine Mechanic 19.24
23931 - Telecommunications Mechanic I 22.55
23932 - Telecommunications Mechanic II 23.88
23950 - Telephone Lineman 26.70
23960 - Welder, Combination, Maintenance 19.60
23965 - Well Driller 25.21
23970 - Woodcraft Worker 25.21
23980 - Woodworker 17.38
24000 - Personal Needs Occupations
24570 - Child Care Attendant 13.05
24580 - Child Care Center Clerk 17.11
24610 - Chore Aide 10.50
24620 - Family Readiness And Support Services Coordinator 16.50
24630 - Homemaker 17.17
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 27.46
25040 - Sewage Plant Operator 26.21
25070 - Stationary Engineer 25.04
25190 - Ventilation Equipment Tender 19.15
25210 - Water Treatment Plant Operator 26.21
27000 - Protective Service Occupations
27004 - Alarm Monitor 23.11
27007 - Baggage Inspector 13.15
27008 - Corrections Officer 31.01
27010 - Court Security Officer 31.00
27030 - Detection Dog Handler 19.70
27040 - Detention Officer 31.01
27070 - Firefighter 28.78
27101 - Guard I 13.15
27102 - Guard II 19.70
27131 - Police Officer I 36.78
27132 - Police Officer II 40.87
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 13.59
28042 - Carnival Equipment Repairer 14.64
28043 - Carnival Equpment Worker 10.30
28210 - Gate Attendant/Gate Tender 15.57
28310 - Lifeguard 13.81
28350 - Park Attendant (Aide) 17.41
28510 - Recreation Aide/Health Facility Attendant 12.71
28515 - Recreation Specialist 18.39
28630 - Sports Official 13.87
28690 - Swimming Pool Operator 20.34
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 29.28
29020 - Hatch Tender 29.28
29030 - Line Handler 29.28

29041 - Stevedore I 29.18
29042 - Stevedore II 32.79
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 24.38
30022 - Archeological Technician II 27.39
30023 - Archeological Technician III 33.92
30030 - Cartographic Technician 34.33
30040 - Civil Engineering Technician 28.53
30061 - Drafter/CAD Operator I 24.49
30062 - Drafter/CAD Operator II 27.39
30063 - Drafter/CAD Operator III 30.35
30064 - Drafter/CAD Operator IV 37.58
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 25.20
30210 - Laboratory Technician 24.99
30240 - Mathematical Technician 33.80
30361 - Paralegal/Legal Assistant I 21.43
30362 - Paralegal/Legal Assistant II 26.55
30363 - Paralegal/Legal Assistant III 32.48
30364 - Paralegal/Legal Assistant IV 39.30
30390 - Photo-Optics Technician 30.73
30461 - Technical Writer I 26.29
30462 - Technical Writer II 32.15
30463 - Technical Writer III 38.91
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) 27.39
30621 - Weather Observer, Senior (see 2) 33.32
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 12.96
31030 - Bus Driver 18.67
31043 - Driver Courier 13.27
31260 - Parking and Lot Attendant 10.31
31290 - Shuttle Bus Driver 14.48
31310 - Taxi Driver 11.24
31361 - Truckdriver, Light 14.48
31362 - Truckdriver, Medium 14.89
31363 - Truckdriver, Heavy 21.78
31364 - Truckdriver, Tractor-Trailer 21.78
99000 - Miscellaneous Occupations
99030 - Cashier 12.13
99050 - Desk Clerk 10.43

99095 - Embalmer	25.32
99251 - Laboratory Animal Caretaker I	12.42
99252 - Laboratory Animal Caretaker II	13.55
99310 - Mortician	25.32
99410 - Pest Controller	15.55
99510 - Photofinishing Worker	15.95
99710 - Recycling Laborer	19.53
99711 - Recycling Specialist	23.86
99730 - Refuse Collector	17.37
99810 - Sales Clerk	16.78
99820 - School Crossing Guard	11.71
99830 - Survey Party Chief	27.80
99831 - Surveying Aide	16.49
99832 - Surveying Technician	22.62
99840 - Vending Machine Attendant	16.14
99841 - Vending Machine Repairer	18.63
99842 - Vending Machine Repairer Helper	16.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.02 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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 05-2064 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014
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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-2064
Diane C. Koplewski Division of | Revision No.: 16
Director Wage Determinations| 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 San Luis Obispo, Santa Barbara

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.00
01012 - Accounting Clerk II		16.84
01013 - Accounting Clerk III		18.83
01020 - Administrative Assistant		22.82
01040 - Court Reporter		25.67
01051 - Data Entry Operator I		13.11
01052 - Data Entry Operator II		14.34
01060 - Dispatcher, Motor Vehicle		17.32
01070 - Document Preparation Clerk		14.12
01090 - Duplicating Machine Operator		14.12
01111 - General Clerk I		13.48
01112 - General Clerk II		14.97
01113 - General Clerk III		17.05
01120 - Housing Referral Assistant		21.86
01141 - Messenger Courier		11.96
01191 - Order Clerk I		13.24
01192 - Order Clerk II		14.59
01261 - Personnel Assistant (Employment) I		17.00
01262 - Personnel Assistant (Employment) II		19.01
01263 - Personnel Assistant (Employment) III		21.09
01270 - Production Control Clerk		20.40
01280 - Receptionist		13.14
01290 - Rental Clerk		12.32

01300 - Scheduler, Maintenance 16.47
01311 - Secretary I 16.47
01312 - Secretary II 18.42
01313 - Secretary III 21.86
01320 - Service Order Dispatcher 16.55
01410 - Supply Technician 22.82
01420 - Survey Worker 18.03
01531 - Travel Clerk I 13.04
01532 - Travel Clerk II 13.73
01533 - Travel Clerk III 14.57
01611 - Word Processor I 14.75
01612 - Word Processor II 16.56
01613 - Word Processor III 18.52
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 23.91
05010 - Automotive Electrician 18.81
05040 - Automotive Glass Installer 18.02
05070 - Automotive Worker 18.02
05110 - Mobile Equipment Servicer 16.41
05130 - Motor Equipment Metal Mechanic 19.58
05160 - Motor Equipment Metal Worker 18.02
05190 - Motor Vehicle Mechanic 18.68
05220 - Motor Vehicle Mechanic Helper 14.21
05250 - Motor Vehicle Upholstery Worker 17.13
05280 - Motor Vehicle Wrecker 18.02
05310 - Painter, Automotive 18.81
05340 - Radiator Repair Specialist 18.02
05370 - Tire Repairer 14.15
05400 - Transmission Repair Specialist 17.79
07000 - Food Preparation And Service Occupations
07010 - Baker 13.29
07041 - Cook I 12.50
07042 - Cook II 13.74
07070 - Dishwasher 9.90
07130 - Food Service Worker 10.06
07210 - Meat Cutter 16.94
07260 - Waiter/Waitress 10.95
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 20.21
09040 - Furniture Handler 13.38
09080 - Furniture Refinisher 20.21
09090 - Furniture Refinisher Helper 16.32
09110 - Furniture Repairer, Minor 18.48
09130 - Upholsterer 20.21
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 10.47
11060 - Elevator Operator 12.10
11090 - Gardener 14.19
11122 - Housekeeping Aide 12.10
11150 - Janitor 12.10
11210 - Laborer, Grounds Maintenance 11.76
11240 - Maid or Houseman 9.57
11260 - Pruner 10.44
11270 - Tractor Operator 13.51

11330 - Trail Maintenance Worker 11.76
11360 - Window Cleaner 13.38
12000 - Health Occupations
12010 - Ambulance Driver 17.06
12011 - Breath Alcohol Technician 20.27
12012 - Certified Occupational Therapist Assistant 26.06
12015 - Certified Physical Therapist Assistant 26.06
12020 - Dental Assistant 19.46
12025 - Dental Hygienist 38.53
12030 - EKG Technician 24.78
12035 - Electroneurodiagnostic Technologist 24.78
12040 - Emergency Medical Technician 17.06
12071 - Licensed Practical Nurse I 19.17
12072 - Licensed Practical Nurse II 21.45
12073 - Licensed Practical Nurse III 23.91
12100 - Medical Assistant 14.88
12130 - Medical Laboratory Technician 18.24
12160 - Medical Record Clerk 15.63
12190 - Medical Record Technician 17.48
12195 - Medical Transcriptionist 17.34
12210 - Nuclear Medicine Technologist 47.13
12221 - Nursing Assistant I 11.18
12222 - Nursing Assistant II 12.57
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12236 - Optical Technician 19.17
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12305 - Radiologic Technologist 29.58
12311 - Registered Nurse I 26.61
12312 - Registered Nurse II 32.54
12313 - Registered Nurse II, Specialist 32.54
12314 - Registered Nurse III 39.34
12315 - Registered Nurse III, Anesthetist 39.34
12316 - Registered Nurse IV 47.16
12317 - Scheduler (Drug and Alcohol Testing) 24.52
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 23.35
13012 - Exhibits Specialist II 28.92
13013 - Exhibits Specialist III 35.39
13041 - Illustrator I 23.35
13042 - Illustrator II 28.92
13043 - Illustrator III 35.39
13047 - Librarian 32.03
13050 - Library Aide/Clerk 15.08
13054 - Library Information Technology Systems Administrator 28.92
13058 - Library Technician 18.79
13061 - Media Specialist I 20.87
13062 - Media Specialist II 23.35
13063 - Media Specialist III 26.03
13071 - Photographer I 19.97
13072 - Photographer II 22.32

13073 - Photographer III 28.46
13074 - Photographer IV 32.11
13075 - Photographer V 34.60
13110 - Video Teleconference Technician 21.49
14000 - Information Technology Occupations
14041 - Computer Operator I 17.11
14042 - Computer Operator II 19.98
14043 - Computer Operator III 22.28
14044 - Computer Operator IV 24.75
14045 - Computer Operator V 27.42
14071 - Computer Programmer I (see 1) 23.62
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 17.11
14160 - Personal Computer Support Technician 24.75
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 29.02
15020 - Aircrew Training Devices Instructor (Rated) 35.11
15030 - Air Crew Training Devices Instructor (Pilot) 42.09
15050 - Computer Based Training Specialist / Instructor 32.85
15060 - Educational Technologist 27.13
15070 - Flight Instructor (Pilot) 42.09
15080 - Graphic Artist 23.48
15090 - Technical Instructor 22.99
15095 - Technical Instructor/Course Developer 28.12
15110 - Test Proctor 18.56
15120 - Tutor 18.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 9.77
16030 - Counter Attendant 9.77
16040 - Dry Cleaner 11.84
16070 - Finisher, Flatwork, Machine 9.77
16090 - Presser, Hand 9.77
16110 - Presser, Machine, Drycleaning 9.77
16130 - Presser, Machine, Shirts 9.77
16160 - Presser, Machine, Wearing Apparel, Laundry 9.77
16190 - Sewing Machine Operator 12.52
16220 - Tailor 13.17
16250 - Washer, Machine 10.37
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 23.57
19040 - Tool And Die Maker 27.45
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 15.97
21030 - Material Coordinator 20.40
21040 - Material Expediter 20.40
21050 - Material Handling Laborer 12.25
21071 - Order Filler 15.11
21080 - Production Line Worker (Food Processing) 15.97
21110 - Shipping Packer 14.99

21130 - Shipping/Receiving Clerk 14.99
21140 - Store Worker I 11.44
21150 - Stock Clerk 16.26
21210 - Tools And Parts Attendant 15.97
21410 - Warehouse Specialist 15.97
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 28.20
23021 - Aircraft Mechanic I 27.07
23022 - Aircraft Mechanic II 28.20
23023 - Aircraft Mechanic III 29.22
23040 - Aircraft Mechanic Helper 20.61
23050 - Aircraft, Painter 26.03
23060 - Aircraft Servicer 23.80
23080 - Aircraft Worker 24.90
23110 - Appliance Mechanic 20.33
23120 - Bicycle Repairer 14.15
23125 - Cable Splicer 27.83
23130 - Carpenter, Maintenance 27.59
23140 - Carpet Layer 21.88
23160 - Electrician, Maintenance 29.38
23181 - Electronics Technician Maintenance I 22.54
23182 - Electronics Technician Maintenance II 23.57
23183 - Electronics Technician Maintenance III 25.80
23260 - Fabric Worker 21.37
23290 - Fire Alarm System Mechanic 24.48
23310 - Fire Extinguisher Repairer 19.87
23311 - Fuel Distribution System Mechanic 29.80
23312 - Fuel Distribution System Operator 22.74
23370 - General Maintenance Worker 19.47
23380 - Ground Support Equipment Mechanic 27.07
23381 - Ground Support Equipment Servicer 23.80
23382 - Ground Support Equipment Worker 24.90
23391 - Gunsmith I 19.87
23392 - Gunsmith II 22.54
23393 - Gunsmith III 24.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic 24.51
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 25.53
23430 - Heavy Equipment Mechanic 22.86
23440 - Heavy Equipment Operator 31.14
23460 - Instrument Mechanic 24.53
23465 - Laboratory/Shelter Mechanic 23.57
23470 - Laborer 12.25
23510 - Locksmith 23.52
23530 - Machinery Maintenance Mechanic 25.37
23550 - Machinist, Maintenance 22.87
23580 - Maintenance Trades Helper 15.36
23591 - Metrology Technician I 24.53
23592 - Metrology Technician II 25.55
23593 - Metrology Technician III 27.56
23640 - Millwright 24.53
23710 - Office Appliance Repairer 23.39
23760 - Painter, Maintenance 18.38

23790 - Pipefitter, Maintenance 24.97
23810 - Plumber, Maintenance 23.98
23820 - Pneudraulic Systems Mechanic 24.53
23850 - Rigger 24.53
23870 - Scale Mechanic 22.54
23890 - Sheet-Metal Worker, Maintenance 24.66
23910 - Small Engine Mechanic 21.58
23931 - Telecommunications Mechanic I 24.14
23932 - Telecommunications Mechanic II 24.84
23950 - Telephone Lineman 27.24
23960 - Welder, Combination, Maintenance 21.15
23965 - Well Driller 24.53
23970 - Woodcraft Worker 24.53
23980 - Woodworker 19.77
24000 - Personal Needs Occupations
24570 - Child Care Attendant 12.73
24580 - Child Care Center Clerk 16.73
24610 - Chore Aide 12.02
24620 - Family Readiness And Support Services Coordinator 16.99
24630 - Homemaker 18.59
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 26.75
25040 - Sewage Plant Operator 24.04
25070 - Stationary Engineer 26.75
25190 - Ventilation Equipment Tender 20.37
25210 - Water Treatment Plant Operator 24.04
27000 - Protective Service Occupations
27004 - Alarm Monitor 15.94
27007 - Baggage Inspector 12.48
27008 - Corrections Officer 28.63
27010 - Court Security Officer 28.63
27030 - Detection Dog Handler 13.96
27040 - Detention Officer 28.63
27070 - Firefighter 23.21
27101 - Guard I 12.48
27102 - Guard II 13.96
27131 - Police Officer I 32.52
27132 - Police Officer II 36.13
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 15.15
28042 - Carnival Equipment Repairer 15.89
28043 - Carnival Equpment Worker 10.35
28210 - Gate Attendant/Gate Tender 15.28
28310 - Lifeguard 12.12
28350 - Park Attendant (Aide) 17.09
28510 - Recreation Aide/Health Facility Attendant 12.48
28515 - Recreation Specialist 19.32
28630 - Sports Official 13.62
28690 - Swimming Pool Operator 20.66
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 22.54
29020 - Hatch Tender 22.54
29030 - Line Handler 22.54

29041 - Stevedore I 21.37
29042 - Stevedore II 23.57
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 27.48
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 30.26
30021 - Archeological Technician I 18.29
30022 - Archeological Technician II 20.46
30023 - Archeological Technician III 25.35
30030 - Cartographic Technician 25.86
30040 - Civil Engineering Technician 27.81
30061 - Drafter/CAD Operator I 18.29
30062 - Drafter/CAD Operator II 20.46
30063 - Drafter/CAD Operator III 23.27
30064 - Drafter/CAD Operator IV 28.07
30081 - Engineering Technician I 16.50
30082 - Engineering Technician II 19.21
30083 - Engineering Technician III 21.06
30084 - Engineering Technician IV 29.71
30085 - Engineering Technician V 33.15
30086 - Engineering Technician VI 40.11
30090 - Environmental Technician 26.67
30210 - Laboratory Technician 20.45
30240 - Mathematical Technician 25.86
30361 - Paralegal/Legal Assistant I 19.60
30362 - Paralegal/Legal Assistant II 25.03
30363 - Paralegal/Legal Assistant III 30.59
30364 - Paralegal/Legal Assistant IV 36.99
30390 - Photo-Optics Technician 25.86
30461 - Technical Writer I 24.02
30462 - Technical Writer II 29.38
30463 - Technical Writer III 35.55
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) 23.27
30621 - Weather Observer, Senior (see 2) 25.35
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 13.62
31030 - Bus Driver 20.94
31043 - Driver Courier 13.63
31260 - Parking and Lot Attendant 9.61
31290 - Shuttle Bus Driver 14.80
31310 - Taxi Driver 12.48
31361 - Truckdriver, Light 14.80
31362 - Truckdriver, Medium 17.73
31363 - Truckdriver, Heavy 17.89
31364 - Truckdriver, Tractor-Trailer 17.89
99000 - Miscellaneous Occupations
99030 - Cashier 11.10
99050 - Desk Clerk 11.32

99095 - Embalmer	25.32
99251 - Laboratory Animal Caretaker I	12.33
99252 - Laboratory Animal Caretaker II	13.23
99310 - Mortician	25.32
99410 - Pest Controller	18.38
99510 - Photofinishing Worker	14.83
99710 - Recycling Laborer	21.38
99711 - Recycling Specialist	23.67
99730 - Refuse Collector	19.26
99810 - Sales Clerk	12.55
99820 - School Crossing Guard	13.08
99830 - Survey Party Chief	28.30
99831 - Surveying Aide	18.63
99832 - Surveying Technician	25.56
99840 - Vending Machine Attendant	18.63
99841 - Vending Machine Repairer	21.51
99842 - Vending Machine Repairer Helper	18.63

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.02 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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 05-2064 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014
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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-2064
Diane C. Koplewski Division of | Revision No.: 16
Director Wage Determinations| 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 San Luis Obispo, Santa Barbara

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.00
01012 - Accounting Clerk II		16.84
01013 - Accounting Clerk III		18.83
01020 - Administrative Assistant		22.82
01040 - Court Reporter		25.67
01051 - Data Entry Operator I		13.11
01052 - Data Entry Operator II		14.34
01060 - Dispatcher, Motor Vehicle		17.32
01070 - Document Preparation Clerk		14.12
01090 - Duplicating Machine Operator		14.12
01111 - General Clerk I		13.48
01112 - General Clerk II		14.97
01113 - General Clerk III		17.05
01120 - Housing Referral Assistant		21.86
01141 - Messenger Courier		11.96
01191 - Order Clerk I		13.24
01192 - Order Clerk II		14.59
01261 - Personnel Assistant (Employment) I		17.00
01262 - Personnel Assistant (Employment) II		19.01
01263 - Personnel Assistant (Employment) III		21.09
01270 - Production Control Clerk		20.40
01280 - Receptionist		13.14
01290 - Rental Clerk		12.32

01300 - Scheduler, Maintenance 16.47
01311 - Secretary I 16.47
01312 - Secretary II 18.42
01313 - Secretary III 21.86
01320 - Service Order Dispatcher 16.55
01410 - Supply Technician 22.82
01420 - Survey Worker 18.03
01531 - Travel Clerk I 13.04
01532 - Travel Clerk II 13.73
01533 - Travel Clerk III 14.57
01611 - Word Processor I 14.75
01612 - Word Processor II 16.56
01613 - Word Processor III 18.52
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 23.91
05010 - Automotive Electrician 18.81
05040 - Automotive Glass Installer 18.02
05070 - Automotive Worker 18.02
05110 - Mobile Equipment Servicer 16.41
05130 - Motor Equipment Metal Mechanic 19.58
05160 - Motor Equipment Metal Worker 18.02
05190 - Motor Vehicle Mechanic 18.68
05220 - Motor Vehicle Mechanic Helper 14.21
05250 - Motor Vehicle Upholstery Worker 17.13
05280 - Motor Vehicle Wrecker 18.02
05310 - Painter, Automotive 18.81
05340 - Radiator Repair Specialist 18.02
05370 - Tire Repairer 14.15
05400 - Transmission Repair Specialist 17.79
07000 - Food Preparation And Service Occupations
07010 - Baker 13.29
07041 - Cook I 12.50
07042 - Cook II 13.74
07070 - Dishwasher 9.90
07130 - Food Service Worker 10.06
07210 - Meat Cutter 16.94
07260 - Waiter/Waitress 10.95
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 20.21
09040 - Furniture Handler 13.38
09080 - Furniture Refinisher 20.21
09090 - Furniture Refinisher Helper 16.32
09110 - Furniture Repairer, Minor 18.48
09130 - Upholsterer 20.21
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 10.47
11060 - Elevator Operator 12.10
11090 - Gardener 14.19
11122 - Housekeeping Aide 12.10
11150 - Janitor 12.10
11210 - Laborer, Grounds Maintenance 11.76
11240 - Maid or Houseman 9.57
11260 - Pruner 10.44
11270 - Tractor Operator 13.51

11330 - Trail Maintenance Worker 11.76
11360 - Window Cleaner 13.38
12000 - Health Occupations
12010 - Ambulance Driver 17.06
12011 - Breath Alcohol Technician 20.27
12012 - Certified Occupational Therapist Assistant 26.06
12015 - Certified Physical Therapist Assistant 26.06
12020 - Dental Assistant 19.46
12025 - Dental Hygienist 38.53
12030 - EKG Technician 24.78
12035 - Electroneurodiagnostic Technologist 24.78
12040 - Emergency Medical Technician 17.06
12071 - Licensed Practical Nurse I 19.17
12072 - Licensed Practical Nurse II 21.45
12073 - Licensed Practical Nurse III 23.91
12100 - Medical Assistant 14.88
12130 - Medical Laboratory Technician 18.24
12160 - Medical Record Clerk 15.63
12190 - Medical Record Technician 17.48
12195 - Medical Transcriptionist 17.34
12210 - Nuclear Medicine Technologist 47.13
12221 - Nursing Assistant I 11.18
12222 - Nursing Assistant II 12.57
12223 - Nursing Assistant III 13.71
12224 - Nursing Assistant IV 15.39
12235 - Optical Dispenser 20.26
12236 - Optical Technician 19.17
12250 - Pharmacy Technician 18.55
12280 - Phlebotomist 15.39
12305 - Radiologic Technologist 29.58
12311 - Registered Nurse I 26.61
12312 - Registered Nurse II 32.54
12313 - Registered Nurse II, Specialist 32.54
12314 - Registered Nurse III 39.34
12315 - Registered Nurse III, Anesthetist 39.34
12316 - Registered Nurse IV 47.16
12317 - Scheduler (Drug and Alcohol Testing) 24.52
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 23.35
13012 - Exhibits Specialist II 28.92
13013 - Exhibits Specialist III 35.39
13041 - Illustrator I 23.35
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16010 - Assembler 9.77
16030 - Counter Attendant 9.77
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21130 - Shipping/Receiving Clerk 14.99
21140 - Store Worker I 11.44
21150 - Stock Clerk 16.26
21210 - Tools And Parts Attendant 15.97
21410 - Warehouse Specialist 15.97
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 28.20
23021 - Aircraft Mechanic I 27.07
23022 - Aircraft Mechanic II 28.20
23023 - Aircraft Mechanic III 29.22
23040 - Aircraft Mechanic Helper 20.61
23050 - Aircraft, Painter 26.03
23060 - Aircraft Servicer 23.80
23080 - Aircraft Worker 24.90
23110 - Appliance Mechanic 20.33
23120 - Bicycle Repairer 14.15
23125 - Cable Splicer 27.83
23130 - Carpenter, Maintenance 27.59
23140 - Carpet Layer 21.88
23160 - Electrician, Maintenance 29.38
23181 - Electronics Technician Maintenance I 22.54
23182 - Electronics Technician Maintenance II 23.57
23183 - Electronics Technician Maintenance III 25.80
23260 - Fabric Worker 21.37
23290 - Fire Alarm System Mechanic 24.48
23310 - Fire Extinguisher Repairer 19.87
23311 - Fuel Distribution System Mechanic 29.80
23312 - Fuel Distribution System Operator 22.74
23370 - General Maintenance Worker 19.47
23380 - Ground Support Equipment Mechanic 27.07
23381 - Ground Support Equipment Servicer 23.80
23382 - Ground Support Equipment Worker 24.90
23391 - Gunsmith I 19.87
23392 - Gunsmith II 22.54
23393 - Gunsmith III 24.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic 24.51
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 25.53
23430 - Heavy Equipment Mechanic 22.86
23440 - Heavy Equipment Operator 31.14
23460 - Instrument Mechanic 24.53
23465 - Laboratory/Shelter Mechanic 23.57
23470 - Laborer 12.25
23510 - Locksmith 23.52
23530 - Machinery Maintenance Mechanic 25.37
23550 - Machinist, Maintenance 22.87
23580 - Maintenance Trades Helper 15.36
23591 - Metrology Technician I 24.53
23592 - Metrology Technician II 25.55
23593 - Metrology Technician III 27.56
23640 - Millwright 24.53
23710 - Office Appliance Repairer 23.39
23760 - Painter, Maintenance 18.38

23790 - Pipefitter, Maintenance 24.97
23810 - Plumber, Maintenance 23.98
23820 - Pneudraulic Systems Mechanic 24.53
23850 - Rigger 24.53
23870 - Scale Mechanic 22.54
23890 - Sheet-Metal Worker, Maintenance 24.66
23910 - Small Engine Mechanic 21.58
23931 - Telecommunications Mechanic I 24.14
23932 - Telecommunications Mechanic II 24.84
23950 - Telephone Lineman 27.24
23960 - Welder, Combination, Maintenance 21.15
23965 - Well Driller 24.53
23970 - Woodcraft Worker 24.53
23980 - Woodworker 19.77
24000 - Personal Needs Occupations
24570 - Child Care Attendant 12.73
24580 - Child Care Center Clerk 16.73
24610 - Chore Aide 12.02
24620 - Family Readiness And Support Services Coordinator 16.99
24630 - Homemaker 18.59
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 26.75
25040 - Sewage Plant Operator 24.04
25070 - Stationary Engineer 26.75
25190 - Ventilation Equipment Tender 20.37
25210 - Water Treatment Plant Operator 24.04
27000 - Protective Service Occupations
27004 - Alarm Monitor 15.94
27007 - Baggage Inspector 12.48
27008 - Corrections Officer 28.63
27010 - Court Security Officer 28.63
27030 - Detection Dog Handler 13.96
27040 - Detention Officer 28.63
27070 - Firefighter 23.21
27101 - Guard I 12.48
27102 - Guard II 13.96
27131 - Police Officer I 32.52
27132 - Police Officer II 36.13
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 15.15
28042 - Carnival Equipment Repairer 15.89
28043 - Carnival Equpment Worker 10.35
28210 - Gate Attendant/Gate Tender 15.28
28310 - Lifeguard 12.12
28350 - Park Attendant (Aide) 17.09
28510 - Recreation Aide/Health Facility Attendant 12.48
28515 - Recreation Specialist 19.32
28630 - Sports Official 13.62
28690 - Swimming Pool Operator 20.66
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 22.54
29020 - Hatch Tender 22.54
29030 - Line Handler 22.54

29041 - Stevedore I 21.37
29042 - Stevedore II 23.57
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 27.48
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 30.26
30021 - Archeological Technician I 18.29
30022 - Archeological Technician II 20.46
30023 - Archeological Technician III 25.35
30030 - Cartographic Technician 25.86
30040 - Civil Engineering Technician 27.81
30061 - Drafter/CAD Operator I 18.29
30062 - Drafter/CAD Operator II 20.46
30063 - Drafter/CAD Operator III 23.27
30064 - Drafter/CAD Operator IV 28.07
30081 - Engineering Technician I 16.50
30082 - Engineering Technician II 19.21
30083 - Engineering Technician III 21.06
30084 - Engineering Technician IV 29.71
30085 - Engineering Technician V 33.15
30086 - Engineering Technician VI 40.11
30090 - Environmental Technician 26.67
30210 - Laboratory Technician 20.45
30240 - Mathematical Technician 25.86
30361 - Paralegal/Legal Assistant I 19.60
30362 - Paralegal/Legal Assistant II 25.03
30363 - Paralegal/Legal Assistant III 30.59
30364 - Paralegal/Legal Assistant IV 36.99
30390 - Photo-Optics Technician 25.86
30461 - Technical Writer I 24.02
30462 - Technical Writer II 29.38
30463 - Technical Writer III 35.55
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) 23.27
30621 - Weather Observer, Senior (see 2) 25.35
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 13.62
31030 - Bus Driver 20.94
31043 - Driver Courier 13.63
31260 - Parking and Lot Attendant 9.61
31290 - Shuttle Bus Driver 14.80
31310 - Taxi Driver 12.48
31361 - Truckdriver, Light 14.80
31362 - Truckdriver, Medium 17.73
31363 - Truckdriver, Heavy 17.89
31364 - Truckdriver, Tractor-Trailer 17.89
99000 - Miscellaneous Occupations
99030 - Cashier 11.10
99050 - Desk Clerk 11.32

99095 - Embalmer	25.32
99251 - Laboratory Animal Caretaker I	12.33
99252 - Laboratory Animal Caretaker II	13.23
99310 - Mortician	25.32
99410 - Pest Controller	18.38
99510 - Photofinishing Worker	14.83
99710 - Recycling Laborer	21.38
99711 - Recycling Specialist	23.67
99730 - Refuse Collector	19.26
99810 - Sales Clerk	12.55
99820 - School Crossing Guard	13.08
99830 - Survey Party Chief	28.30
99831 - Surveying Aide	18.63
99832 - Surveying Technician	25.56
99840 - Vending Machine Attendant	18.63
99841 - Vending Machine Repairer	21.51
99842 - Vending Machine Repairer Helper	18.63

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.02 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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 05-2054 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014
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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
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| Wage Determination No.: 2005-2054
Diane C. Koplewski Division of | Revision No.: 17
Director Wage Determinations| 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
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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 Equpment 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 Surface Programs (see 2) 29.03
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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.02 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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 05-2048 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014
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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-2048
Diane C. Koplewski Division of | Revision No.: 17
Director Wage Determinations| 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
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27000 - Protective Service Occupations
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27101 - Guard I 13.15
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27131 - Police Officer I 36.78
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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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.02 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 Provision 3-130, Authorized Negotiators - (Jan 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation *(offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

K.2 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 American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[]Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
[]Individual/concern, other than one of the preceding.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

A. Request for Proposals

This Request for Proposal consists of Sections A through M.

Section A - Solicitation/Offer/Acceptance Form, AO 367

In Section A, page 1 is the **Solicitation/Offer/Acceptance.** The offeror must fill out the following blocks on the form:

(1) Block 8, as instructed on the form.
(2) Block 9, discount for prompt payment, if applicable.
(3) Block 10, acknowledgment of amendments.
(4) Block 11, name and address of offeror.
(5) Block 12, telephone number.
(6) Block 13, name and title of person authorized to sign the offer.
(7) Block 14, signature of offeror,
(8) Block 15, date signed.

NOTE: The signature of the original and additional copies must contain original signatures of the offeror in this block.

Section B - Submission of Prices

(1) **Services**

The offeror must provide a response to every requested service item.

(2) **Prices**

The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item.

(3) **Acceptable Responses**

(a) **Unit Price**

Sliding price scales will not be accepted by the Government. The price will reflect the unit as defined in Section B and the Statement of Work for each project code.

(b) **"N/C" = No Charge**

For any item that the offeror will provide without charge or without additional charge, the offeror shall insert "N/C" in the Unit Price column of Section B.

(c) **Subcontracting**

For service items that the offeror will be subcontracting, the offeror shall insert the letter "S" following the price inserted in the Unit Price column. Services referred to another vendor shall be considered subcontracting and shall require the "S" designation.

(d) **Prices and "No Shows"**

A "No Show" occurs when a client does not appear for a prescheduled service, and the client fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of client "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3. **It is estimated that clients fail to appear for prescheduled individual services approximately 5% of the time, although specific services may experience a higher rate of "no shows".**

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. These figures are estimates only and the government is not bound to meet these estimates.

Proposal Submission

By submission of a signed proposal (including the submission of the Certification of Compliance (Attachment A) described below), the offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or contract. **Note: The offeror is not required to submit solicitation sections C, D, E, F, G, H, and I as part of its proposal.**

Section K - Representations, Certifications, and Other Statements of Offeror

The Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmit the full section as that of the Proposal.

The Offeror’s Statements, Qualifications, and References contained in Attachments A through D to this solicitation document shall be completed and submitted as follows:

Preparation of Certification of Compliance Statement (Attachment A)

1. Each offeror shall prepare and submit as part of its offer a **CERTIFICATION OF COMPLIANCE STATEMENT** in which the offeror certifies that it will provide the mandatory requirements stated in Sections C, E, F and G and comply with terms and conditions of the RFP. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor(s) and submit separate certification statements from each subcontractor that certifies that they will provide services in compliance with the requirements of the RFP.

Preparation of Background Statement (Attachment B)

1. Each offeror shall prepare and submit as part of its offer a **BACKGROUND STATEMENT**addressing the requirements in paragraphs 2.a. through d. below. (See Attachment B). The offeror shall identify all required documents included in the submitted proposal through the use of labeled tabs. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraphs 2 a. through d. pertaining to each proposed subcontractor.

2. In the **BACKGROUND STATEMENT** the offeror shall:

    a. provide copies of all monitoring reports for the previous 18 months from all federal (including current USPO and USPSO), state and local agencies for the locations solicited. If the vendor is not able to provide copies of monitoring reports, the vendor shall provide copies of certificates or letters from federal, state, or local agencies indicating that the vendor has had a satisfactory or higher rating for the previous 18 months. If the vendor is not able to provide copies of monitoring reports, certifications or letters due to a private practice, the vendor must expressly state so in its proposal for this area. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher or have expressly stated in its proposals that it is a private practice and does not have access to monitoring reports, certificates or letters. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.

    b. state expressly each performance site at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Proposed sites shall be located within the solicitation's identified catchment area.

    c. include copies of all applicable business and/or operating licenses as required by state and local laws and regulations. Offerors are not required to provide copies of the aforementioned documentation for proposed

subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.

d. include copies of compliance with all federal, state and local fire, safety and health codes. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

3. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all information contained therein is correct and accurately reflects the offeror's ability to perform.

Preparation of Staff Qualifications - (Attachment C)

The offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Attachment C) for all staff performing services under any resultant contract. The offeror shall include the name, title, duties that will be performed under any resultant agreement by numeric project code, education, experience, and credentials (licenses and certifications) for all proposed staff members who will be performing services under any resultant agreement. In addition, the offeror shall certify that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local). The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

Offerors providing sex-offense specific evaluations must certify on the Offeror’s Staff Qualification Form (Attachment C) that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

Preparation of Offeror's References - (Attachment D)

The offeror shall provide three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the offeror has provided treatment and other services identified in this RFP within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

Sections L - Instructions, Conditions and Notices to Offerors, and M - Evaluation Criteria

Sections K, L and M contain information and instructions and do not become part of any resultant agreement.

L.2 Provision 3-100, Instructions to Offerors - (APR 2013)

(a) *Definitions* As used in this provision:
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or

(3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

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

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) mark the title page with the following legend:

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

(2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

(3) The judiciary may waive informalities and minor irregularities in offers received.

(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a price or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative prices, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a price realism analysis is performed, price realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

(i) the overall evaluated price or price and technical rating of the successful offeror;

(ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;

(iii) a summary of the rationale for award; and

(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

As required in Section L.1 , Preparation of Certification of Compliance Statement, the offeror and each proposed subcontractor(s) shall complete the certification below.

I hereby certify on behalf of _____ (Name of Offeror or Subcontractor) that _____ (Name of Offeror or Subcontractor) will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the contract/BPA.

SIGNATURE: _____ DATE: _____

TITLE:_____

Attachment B

OFFEROR'S BACKGROUND STATEMENT

As required in Section L.1, Preparation of the Background Statement, the offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

CERTIFICATIONS

□ I certify herein that all information provided in the BACKGROUND STATEMENT is accurate, complete, and correct.

□ I certify herein that copies of all monitoring reports for the previous 18 months from federal, state and local agencies have been provided, or if a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or higher rating has been provided.

SIGNATURE: _____ DATE: _____

Attachment C

OFFEROR'S STAFF QUALIFICATIONS

As required in Section L.1, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff performing services under any resultant Agreement, including credentials (licenses and certification). Staff providing sex-offense specific services must certify that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA). The offeror shall complete the certification section below.

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CREDENTIALS

CERTIFICATIONS

□ I certify herein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

□ I certify herein that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

□ [*Check box only if applicable*] I certify herein that proposed staff conducting sex-offense specific evaluations will adhere to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

SIGNATURE: _____ DATE: _____

Attachment D

OFFEROR'S REFERENCES

As required in Section L.1, the Offeror shall provide the name and address for each reference including a contact person and the telephone number.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

M.2 Evaluation of Proposals

a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.

b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.

c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria**.** To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

M.3 Pass-Fail Criteria

The following criteria address the offeror's ability to perform and comply with all the mandatory service requirements set forth in the Request For Proposals. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration. The offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the offeror's technical acceptability. The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's Certification of Compliance, Offeror's Background Statement, and the Offeror's Staff Qualifications. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

MANDATORY REQUIREMENTS:

(a) Did the Offeror submit a statement certifying that it will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with the requirements, terms, and conditions of the RFP. This requirement

includes submission of compliance statements for each subcontractor that will be providing services.

YES or NO

PAST PERFORMANCE

(a) Did the Offeror provide copies of all federal, state and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months? YES or NO

(b) Monitoring reports, letters, and/or certificates are rated at least “satisfactory” or “pass” regarding performance.

OR

If any monitoring report completed for the previous 18 months was rated less than "satisfactory," the deficiencies were corrected as documented on the subsequent monitoring report, resulting in the subsequent report being rated "satisfactory."

YES or NO

SITE(S) AT WHICH SERVICES ARE PROVIDED:

(a) Offeror's (and any proposed subcontractor) site(s) at which services will be provided is/are located in catchment area. YES or NO

(b) Offeror has provided copies of applicable business and/or operating license(s). YES or NO

(c) Offeror has provided copies of compliance with all federal, state and local fire, safety, and health codes. YES or NO

STAFF QUALIFICATIONS:

(a) Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP.

YES or NO

(b) The Offeror’s Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release. YES or NO

(c) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. YES or NO

ON-SITE VISITS

On site visits will be conducted for those offeror's whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. There will be on-site evaluations for all subcontractors providing services.

(a) Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work. YES or NO

M. 4 Evaluation of Price

The Government will determine Total Evaluated Price for required services by using the following formula:

(a) Determining Total Evaluated Price.--Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each offeror.

(b) Service items that are offered at "N/C" or No Charge, will be evaluated in the Life of Agreement comparison by entering $0.00 for the unit price.

(c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.

(d) Service items not marked as required services will not be evaluated or considered.

(e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

M.5 Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than prices for some work and prices that are significantly overstated for other work.

M.6 Clause 3-70 Determination of Responsibility (JAN 2003)

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