

**UNITED STATES PROBATION OFFICE
NORTHERN DISTRICT OF OKLAHOMA**

ASHLEY SCHNEEBERG
CHIEF UNITED STATES
PROBATION OFFICER



UNITED STATES COURTHOUSE
333 WEST 4TH, SUITE 3820
TULSA, OKLAHOMA 74103
TELEPHONE (918) 699-4800
FAX (918) 699-4871

June 26, 2023

Re: SOLICITATION FOR SECOND CHANCE ACT SERVICES

Dear Program Administrator:

1. This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act HVAC/R training for the District Court of the Northern District of Oklahoma.

2. The Court intends to award BPA(s) to one or more contractor found to meet the court's qualification requirements detailed in the attached statement of work. BPA(s) issued under this solicitation may have an ordering period up to one year.

3. The Court reserves the right not to make any awards as a result of this solicitation. Award of a BPA does not guarantee that the contractor will receive orders for any particular aggregate dollar value, or in fact any orders at all, for second chance act HVAC/R training.

4. Contractors responding to this solicitation should carefully review the statement of work, the minimum qualifications required and the BPA terms and conditions, all of which will be incorporated into any blanket purchase agreement and resulting call awarded under this solicitation.

5. Contractors wishing to be considered for award of a BPA must provide the following information in response to this solicitation including those requirements detailed in the statement of work below:

- a) Cover letter listing all enclosed documentation.
- b) A completed pricing schedule for HVAC/R training proposed.
- c) Respondents not registered in the System for Award Management (www.sam.gov) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

6. Any questions regarding this solicitation should be in writing, addressed to the undersigned by July 7, 2023, at 5:00 p.m.

7. Proposals must be received no later than **Friday, July 28, 2023, at 4:30 p.m.** **There will be no exceptions.** Proposals should be delivered to U.S. Probation Office, Attn: Sara Carter, Supervising U.S. Probation Officer, 333 W. 4th Street, Suite 3820, Tulsa, Oklahoma, 74103.

Proposals may be submitted via email to sara_carter@oknd.uscourts.gov. If the file is too large it can be sent as multiple files. Offeror should confirm receipt after submission. **Please do not submit proposals in binders or notebooks.**

Sincerely,

Sara Carter

Sara Carter, Supervising
United States Probation Officer
Contracting Officer
Sara_Carter@oknd.uscourts.gov
www.oknp.uscourts.gov

Attachments:

1. Solicitation Cover Page
2. Statement of Work
3. BPA Terms and Conditions
4. Solicitation Provisions
5. Pricing Schedule

SCA SERVICES BPA – Solicitation

A. BACKGROUND

On April 9, 2008, the Second Chance Act (SCA) of 2007, Pub. L. No. 110-199, was enacted. Section 253 of the Act amended 18 U.S.C. § 3672 to authorize the Director of the Administrative Office of the U.S. Courts (AO) to contract for “treatment, equipment and emergency housing, corrective and preventative guidance and training, and other rehabilitative services designed to protect the public and promote the successful reentry of the offender into the community.” In October of 2008, the Judicial Administration and Technical Amendments Act of 2008, Pub. L. No. 110-406 (October 13, 2008) (JATAA), significantly enhanced courts’ ability to provide interventions for defendants and offenders under 18 U.S.C. 3672 and 3154(4). This expanded the authority for a wide array of interventions with which probation and pretrial services officers might mitigate specific risks and responsivity factors related to their caseloads.

The statute authorizes “providing necessary services to offenders ... in a manner that does not confer luxuries or privileges upon such offenders” (42 U.S.C. § 17501(a)(4)). Additionally, the Act shall not “be construed as creating a right or entitlement to assistance or services for any individual, program, or grant recipient” (42 U.S.C. § 17504). Congress intended the new authority to be exercised judiciously. Courts must be careful stewards of resources used under this authority.

SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

This BPA is in effect for the period from April 1, 2023, through September 30, 2027. This period includes an initial, twelve-month award term, followed by four, twelve-month extension terms that may be awarded at the option of the Judiciary. Pricing applicable to work performed during each twelve-month period shall be as shown below.

B.1. PRICING SCHEDULE

B.1.1 BASE PRICE. Contractors, please bid your unit price / extended price in the appropriate columns for each service. Prices bid in this schedule shall be for services performed during the initial, six-month award term starting October 1, 2023, and running through September 30, 2024. The unit price reflects the total firm fixed price to be paid to the contractor for providing the services as described in the Statement of Work (SOW), Section C of this document. The firm fixed price is inclusive. No payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW.

Item No.	Description	Monthly Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

**Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the*

“quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.

B.1.2 OPTION PRICING. The following are priced option items subject to the terms and conditions of Clause 2-90B, Option for Increased Quantity – Separately Priced Line Item. The Judiciary may choose to exercise any one, or none, of the options at the time of contract award.

OPTION YEAR 1 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2024, through September 30, 2025.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

**Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

OPTION YEAR 2 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2025, through September 30, 2026.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

**Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

OPTION YEAR 3 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2026, through September 30, 2027.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

**Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

OPTION YEAR 4 – PRICING SCHEDULE. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services performed October 1, 2027, through September 30, 2028.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3040 – Job Training within the city of Tulsa in the State of Oklahoma. Services to be performed consistent with C2.1, <i>Scope of Work</i> , below.	30 *Unit quantity estimate assumes approximately 1 client receiving services per month	Per Day *30/31 units per month – please bid daily rate		
2	PC 3601 – Employee Tools Equipment and Licensure consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

**Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.*

C. STATEMENT OF WORK

Project Code 3040 – Job Training

“**Statement of Work**” for this service is defined as follows:

(a) Project Code Description

This service provides instruction in a classroom or work site setting designed for specific occupations to help the participant gain the technical skills and/or information required to successfully perform a specific job or group of jobs.

The job training program may qualify as a commercial service, (i.e., programs available to the general public). A certificate of completion must be submitted to the USPO/USPSO within 15 business days of job training completion. If the program is a commercial service, vendor requirements are not necessary.

Defendants and offenders should be screened carefully. Consider prerequisites such as the completion of a cognitive behavioral treatment program. Programs should be considered that make defendants/offenders employable in their respective communities. Participants should be in compliance with conditions of supervision at the time of referral. Including a client’s educational and employment history in the referral is sufficient.

Vendor requirements include staff qualifications, co-payments, staff restrictions, reports of no shows, and disclosure requirements. Vendor reports are necessary only if requested by the USPO/USPSO and should be provided if a determination needs to be made about a defendant/offender’s progress. Vendor reports may also include attendance sheets to satisfy the “no show” requirement or grade reports to establish a defendant/offender’s progress. Vocational training is considered a non-severable service. Releases of information should be completed. Advance payment should be limited to the shortest time possible but shall not exceed a 12-month period and no more than 15% of the contract price.

(b) Statement of Work

The vendor shall provide training services as outlined on the program plan following consultation with the USPO/USPSO. The billing unit for this project code is established by the USPO/USPSO, depending on the program.

This service is provided by **licensed/certified/credentialed individuals** who possess the recognized **credentials/qualifications** of, and fulfills the standards of practice established by, his/her professional regulatory body for the purpose of that field. If the job is in a field that requires a special certification such as plumbing, the employer should have appropriate licenses and certifications so that staff qualifications may apply.

The client's signature is required before releasing any information regarding the client or the defendant's/offender's services and progress to the USPO/USPSO. The vendor shall obtain the client's and USPO/USPSO’s signature prior to the client’s first appointment with

the service/treatment provider. The authorization to **release confidential information** shall be captured on the [Probation Form 11G](#) and/or [PSA Form 6](#).

Below are the vendor's **staff requirements and restrictions**. Failure to comply with the terms and conditions below could result in termination of this contract.

- The vendor shall advise of any current staff member currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) and the nature of the offense to the USPO/USPSO.
- The vendor and its employees shall:
 - Avoid compromising relationships with defendants/offenders;
 - Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
 - Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this contract within 48 hours of obtaining such knowledge.
- 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.

To meet the **disclosure requirements** for this project code, the vendor shall disclose client records upon request of the USPO/USPSO as well as make its staff available to the USPO/USPSO to discuss issues of a client. The government agrees to provide any necessary consent forms that the federal government or federal, state or local law requires for information the probation or pretrial services officer would seek from the vendor (e.g., [Probation Form 11G](#) and/or [PSA Form 6](#)). The vendor shall ensure that all persons having access to or custody of client records follow the disclosure and confidentiality requirements of this contract and all applicable state and federal law. The vendor shall notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of client records.

The vendor shall 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 \(Guide, Vol. 8A, §240.20\)](#).

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.

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 the termination of this contract.

Regarding **co-payments**, if ordered, the vendor shall:

- 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 government;
- Provide bills and receipts for co-payments to clients. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- Document within the monthly progress report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;
- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments.
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., a defendant or offender provides a co-payment after the service was rendered or after the account has been closed).

Deliverable(s):

- **Certification of Attendance/Hours**, The vendor shall submit with the monthly invoice, a document which certifies the number of hours worked/attended. If applicable, the vendor must provide verification the offender has been paid. This documentation will be used by the USPO or designee to certify the monthly invoice.

(c) Local Services. The vendor shall comply with the following local needs:

- a. Job training and employee tools, equipment and licensure will be specific to HVAC/R.
- b. The USPO is only responsible for payment as long as the offender/defendant participates in the program under an open Program Plan (Probation Form 45). If the offender/defendant fails to complete the training program, any outstanding balance owed following termination of the program will be the responsibility of the offender/defendant and not the USPO.
- c. Program rule violations must be reported to the USPO within 24 hours of identification by the service provider. Reports should be directed to sara_carter@oknd.uscourts.gov, and is further encouraged to notify the individual's supervising United States Probation Officer directly by telephone call or email.

Project Code 3601 – Employee Tools Equipment and Licensure-Unit Actual Cost

“**Statement of Work**” for this service is defined as follows:

(a) Project Code Description

This service involves the acquisition of required tools, equipment or vocational licenses that are cost prohibitive for the defendant or offender. These items are actual cost items (See Section 8.05 Property Accountability). This includes goods (e.g., work boots, hammer, tool belt) and services such as work permits, bonding, certifications, or liability insurance. There is no statement of work description for this project code. A probation form 45 should be completed only for internal tracking. If the purchase card or convenience check is used as the procurement mechanism, it is not necessary to provide the vendor with a statement of work.

(b) The USPO/USPSO should ensure that services cannot be provided by any other community resource. Consider when the absence of the item is a direct obstacle to employability. Screen defendants and offenders carefully for progress, and consider adding prerequisites such as CBT, vocational training certification while in BOP custody, or other programming to encourage success.

D. BPA TERMS AND CONDITIONS

1. **Extent of Obligation.** The Court is obligated under this BPA only to the extent of the call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.

2. **Individuals Authorized to Place Calls/Orders and Dollar Limitations.** The individuals authorized to place calls/orders under this Agreement are the Level 2 COCP Contracting Officer(s) listed below.

- *Sara Carter, Supervisory United States Probation Officer*
- *Alton Walker, Supervisory United States Probation Officer*

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

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

(end)

4. **The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:**

- Clause 2-50 Continuity of Services (JAN 2003)
 X Clause 2-60 Stop-Work Order (JAN 2010)

- Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-115 Availability of Funds (JAN 2003)

5. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

- 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 7 calendar days prior to the contract's current 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 5 years.

(end)

6. Incorporation of Department of Labor Wage Rate Determination

7. Solicitation Provisions

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

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

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

(end)

Solicitation Provisions Incorporated by Reference

- Provision 2-70 Site Visit (JAN 2003)
- Provision 2-85A Evaluation Inclusive of Options (JAN 2003)
- Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

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

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

(end)

NOTE: Offerors not registered in the System for Award Management (www.sam.gov) must complete and return the following information.

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

The prospective vendors referred to as offerors need to fill in the requested information below.

(a) *Definitions.*

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

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

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

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

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

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

(f) *Contractor representations.*

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

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

(end)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5317 Revision No.: 20 Date Of Last Revision: 12/27/2022
Daniel W. Simms Director	Division of Wage Determinations

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

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

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

State: Oklahoma

Area: Oklahoma Counties of Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, Wagoner

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.17***
01012 - Accounting Clerk II		18.16
01013 - Accounting Clerk III		20.31
01020 - Administrative Assistant		23.31
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		13.76***
01042 - Customer Service Representative II		15.03***
01043 - Customer Service Representative III		16.87
01051 - Data Entry Operator I		14.11***
01052 - Data Entry Operator II		15.39***
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		17.48
01090 - Duplicating Machine Operator		17.48
01111 - General Clerk I		13.46***
01112 - General Clerk II		14.68***

01113 - General Clerk III	16.83
01120 - Housing Referral Assistant	20.65
01141 - Messenger Courier	14.81***
01191 - Order Clerk I	15.74***
01192 - Order Clerk II	18.10
01261 - Personnel Assistant (Employment) I	16.79
01262 - Personnel Assistant (Employment) II	18.77
01263 - Personnel Assistant (Employment) III	20.92
01270 - Production Control Clerk	23.01
01290 - Rental Clerk	13.86***
01300 - Scheduler, Maintenance	16.57
01311 - Secretary I	16.57
01312 - Secretary II	18.53
01313 - Secretary III	20.65
01320 - Service Order Dispatcher	16.35
01410 - Supply Technician	23.31
01420 - Survey Worker	17.75
01460 - Switchboard Operator/Receptionist	14.34***
01531 - Travel Clerk I	16.38
01532 - Travel Clerk II	17.45
01533 - Travel Clerk III	18.23
01611 - Word Processor I	14.75***
01612 - Word Processor II	16.57
01613 - Word Processor III	18.53
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.86
05010 - Automotive Electrician	20.01
05040 - Automotive Glass Installer	18.96
05070 - Automotive Worker	18.96
05110 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.07
05160 - Motor Equipment Metal Worker	18.96
05190 - Motor Vehicle Mechanic	20.04
05220 - Motor Vehicle Mechanic Helper	15.23***
05250 - Motor Vehicle Upholstery Worker	17.69
05280 - Motor Vehicle Wrecker	18.91
05310 - Painter, Automotive	20.04
05340 - Radiator Repair Specialist	18.96
05370 - Tire Repairer	14.47***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.24***
07041 - Cook I	12.13***
07042 - Cook II	14.29***
07070 - Dishwasher	11.39***
07130 - Food Service Worker	12.30***
07210 - Meat Cutter	13.39***
07260 - Waiter/Waitress	9.03***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.76
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	18.12
09090 - Furniture Refinisher Helper	13.06***
09110 - Furniture Repairer, Minor	15.57***
09130 - Upholsterer	18.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.02***
11060 - Elevator Operator	13.02***
11090 - Gardener	20.00
11122 - Housekeeping Aide	12.55***
11150 - Janitor	12.55***
11210 - Laborer, Grounds Maintenance	14.55***
11240 - Maid or Houseman	11.15***
11260 - Pruner	12.78***
11270 - Tractor Operator	18.20

11330 - Trail Maintenance Worker	14.55***
11360 - Window Cleaner	14.29***
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	20.58
12012 - Certified Occupational Therapist Assistant	34.25
12015 - Certified Physical Therapist Assistant	29.05
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	46.24
12030 - EKG Technician	21.69
12035 - Electroneurodiagnostic Technologist	21.69
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	18.39
12072 - Licensed Practical Nurse II	20.58
12073 - Licensed Practical Nurse III	22.94
12100 - Medical Assistant	15.63***
12130 - Medical Laboratory Technician	22.59
12160 - Medical Record Clerk	17.34
12190 - Medical Record Technician	19.39
12195 - Medical Transcriptionist	19.82
12210 - Nuclear Medicine Technologist	37.40
12221 - Nursing Assistant I	11.59***
12222 - Nursing Assistant II	13.02***
12223 - Nursing Assistant III	14.21***
12224 - Nursing Assistant IV	15.95***
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	16.63
12250 - Pharmacy Technician	14.90***
12280 - Phlebotomist	14.63***
12305 - Radiologic Technologist	28.50
12311 - Registered Nurse I	24.52
12312 - Registered Nurse II	30.00
12313 - Registered Nurse II, Specialist	30.00
12314 - Registered Nurse III	36.29
12315 - Registered Nurse III, Anesthetist	36.29
12316 - Registered Nurse IV	43.50
12317 - Scheduler (Drug and Alcohol Testing)	25.50
12320 - Substance Abuse Treatment Counselor	24.70
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.87
13050 - Library Aide/Clerk	14.10***
13054 - Library Information Technology Systems Administrator	26.07
13058 - Library Technician	15.41***
13061 - Media Specialist I	18.81
13062 - Media Specialist II	21.04
13063 - Media Specialist III	23.46
13071 - Photographer I	16.32
13072 - Photographer II	18.26
13073 - Photographer III	22.62
13074 - Photographer IV	27.67
13075 - Photographer V	33.48
13090 - Technical Order Library Clerk	17.70
13110 - Video Teleconference Technician	22.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.95
14042 - Computer Operator II	21.19
14043 - Computer Operator III	23.75
14044 - Computer Operator IV	26.45

14045 - Computer Operator V		29.29
14071 - Computer Programmer I	(see 1)	22.27
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		18.95
14160 - Personal Computer Support Technician		28.80
14170 - System Support Specialist		34.54
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.55
15020 - Aircrew Training Devices Instructor (Rated)		35.76
15030 - Air Crew Training Devices Instructor (Pilot)		42.85
15050 - Computer Based Training Specialist / Instructor		29.55
15060 - Educational Technologist		29.09
15070 - Flight Instructor (Pilot)		42.85
15080 - Graphic Artist		23.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		42.85
15086 - Maintenance Test Pilot, Rotary Wing		42.85
15088 - Non-Maintenance Test/Co-Pilot		42.85
15090 - Technical Instructor		21.78
15095 - Technical Instructor/Course Developer		26.64
15110 - Test Proctor		17.58
15120 - Tutor		17.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.99***
16030 - Counter Attendant		9.99***
16040 - Dry Cleaner		12.73***
16070 - Finisher, Flatwork, Machine		9.99***
16090 - Presser, Hand		9.99***
16110 - Presser, Machine, Drycleaning		9.99***
16130 - Presser, Machine, Shirts		9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry		9.99***
16190 - Sewing Machine Operator		13.65***
16220 - Tailor		14.57***
16250 - Washer, Machine		10.93***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.03
19040 - Tool And Die Maker		29.61
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.46
21030 - Material Coordinator		23.01
21040 - Material Expediter		23.01
21050 - Material Handling Laborer		14.48***
21071 - Order Filler		14.39***
21080 - Production Line Worker (Food Processing)		17.46
21110 - Shipping Packer		17.48
21130 - Shipping/Receiving Clerk		17.48
21140 - Store Worker I		12.19***
21150 - Stock Clerk		17.05
21210 - Tools And Parts Attendant		17.46
21410 - Warehouse Specialist		17.46
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		33.39
23019 - Aircraft Logs and Records Technician		25.23
23021 - Aircraft Mechanic I		31.45
23022 - Aircraft Mechanic II		33.39
23023 - Aircraft Mechanic III		35.42
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		29.36
23060 - Aircraft Servicer		25.23
23070 - Aircraft Survival Flight Equipment Technician		29.36
23080 - Aircraft Worker		27.29

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.45
23110 - Appliance Mechanic	19.41
23120 - Bicycle Repairer	19.23
23125 - Cable Splicer	29.87
23130 - Carpenter, Maintenance	22.04
23140 - Carpet Layer	21.04
23160 - Electrician, Maintenance	28.52
23181 - Electronics Technician Maintenance I	26.35
23182 - Electronics Technician Maintenance II	28.35
23183 - Electronics Technician Maintenance III	30.36
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.40
23310 - Fire Extinguisher Repairer	19.23
23311 - Fuel Distribution System Mechanic	34.40
23312 - Fuel Distribution System Operator	25.38
23370 - General Maintenance Worker	17.82
23380 - Ground Support Equipment Mechanic	31.45
23381 - Ground Support Equipment Servicer	25.23
23382 - Ground Support Equipment Worker	27.29
23391 - Gunsmith I	19.23
23392 - Gunsmith II	22.66
23393 - Gunsmith III	26.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.29
23430 - Heavy Equipment Mechanic	26.42
23440 - Heavy Equipment Operator	20.55
23460 - Instrument Mechanic	26.11
23465 - Laboratory/Shelter Mechanic	24.37
23470 - Laborer	14.48***
23510 - Locksmith	21.98
23530 - Machinery Maintenance Mechanic	28.82
23550 - Machinist, Maintenance	23.00
23580 - Maintenance Trades Helper	17.17
23591 - Metrology Technician I	26.11
23592 - Metrology Technician II	27.72
23593 - Metrology Technician III	29.41
23640 - Millwright	26.91
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	18.49
23790 - Pipefitter, Maintenance	28.00
23810 - Plumber, Maintenance	26.14
23820 - Pneudraulic Systems Mechanic	26.11
23850 - Rigger	21.69
23870 - Scale Mechanic	22.66
23890 - Sheet-Metal Worker, Maintenance	22.69
23910 - Small Engine Mechanic	19.14
23931 - Telecommunications Mechanic I	28.83
23932 - Telecommunications Mechanic II	30.61
23950 - Telephone Lineman	28.83
23960 - Welder, Combination, Maintenance	22.95
23965 - Well Driller	24.87
23970 - Woodcraft Worker	26.11
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.55
24570 - Child Care Attendant	10.85***
24580 - Child Care Center Clerk	13.53***
24610 - Chore Aide	11.07***
24620 - Family Readiness And Support Services Coordinator	17.55

24630 - Homemaker	17.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.74
25040 - Sewage Plant Operator	18.06
25070 - Stationary Engineer	32.74
25190 - Ventilation Equipment Tender	21.98
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.92
27007 - Baggage Inspector	14.30***
27008 - Corrections Officer	17.18
27010 - Court Security Officer	20.75
27030 - Detection Dog Handler	16.00***
27040 - Detention Officer	17.18
27070 - Firefighter	23.51
27101 - Guard I	14.30***
27102 - Guard II	16.00***
27131 - Police Officer I	25.41
27132 - Police Officer II	28.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.43***
28042 - Carnival Equipment Repairer	14.76***
28043 - Carnival Worker	9.43***
28210 - Gate Attendant/Gate Tender	17.30
28310 - Lifeguard	11.48***
28350 - Park Attendant (Aide)	19.34
28510 - Recreation Aide/Health Facility Attendant	14.11***
28515 - Recreation Specialist	23.96
28630 - Sports Official	15.40***
28690 - Swimming Pool Operator	17.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.01
29020 - Hatch Tender	27.01
29030 - Line Handler	27.01
29041 - Stevedore I	24.97
29042 - Stevedore II	29.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.83
30022 - Archeological Technician II	21.06
30023 - Archeological Technician III	26.10
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	26.85
30051 - Cryogenic Technician I	28.90
30052 - Cryogenic Technician II	31.93
30061 - Drafter/CAD Operator I	18.83
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.48
30064 - Drafter/CAD Operator IV	28.90
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	22.77
30095 - Evidence Control Specialist	26.10
30210 - Laboratory Technician	24.66
30221 - Latent Fingerprint Technician I	28.90
30222 - Latent Fingerprint Technician II	31.93
30240 - Mathematical Technician	31.28
30361 - Paralegal/Legal Assistant I	19.15
30362 - Paralegal/Legal Assistant II	23.19

30363 - Paralegal/Legal Assistant III	28.36
30364 - Paralegal/Legal Assistant IV	34.34
30375 - Petroleum Supply Specialist	31.93
30390 - Photo-Optics Technician	26.10
30395 - Radiation Control Technician	31.93
30461 - Technical Writer I	25.14
30462 - Technical Writer II	30.76
30463 - Technical Writer III	37.21
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.90
30502 - Weather Forecaster II	35.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.48
30621 - Weather Observer, Senior	(see 2) 26.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.00***
31030 - Bus Driver	17.94
31043 - Driver Courier	15.88***
31260 - Parking and Lot Attendant	11.31***
31290 - Shuttle Bus Driver	15.89***
31310 - Taxi Driver	13.26***
31361 - Truckdriver, Light	17.48
31362 - Truckdriver, Medium	19.04
31363 - Truckdriver, Heavy	25.01
31364 - Truckdriver, Tractor-Trailer	25.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.05***
99050 - Desk Clerk	10.98***
99095 - Embalmer	23.85
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.18***
99252 - Laboratory Animal Caretaker II	15.61***
99260 - Marketing Analyst	29.73
99310 - Mortician	23.85
99410 - Pest Controller	17.06
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.01
99711 - Recycling Specialist	23.78
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	9.94***
99830 - Survey Party Chief	29.92
99831 - Surveying Aide	17.77
99832 - Surveying Technician	28.11
99840 - Vending Machine Attendant	15.97***
99841 - Vending Machine Repairer	20.65
99842 - Vending Machine Repairer Helper	15.97***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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