

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

ASHLEY SCHNEEBERG
CHIEF UNITED STATES PROBATION OFFICER



UNITED STATES COURTHOUSE
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TULSA, OKLAHOMA 74103
TELEPHONE (918) 699-4800
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March 10, 2026

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 Commercial Driver's License (CDL) 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 services.

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 services 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 March 27, 2026, at 5:00 p.m.

7. Proposals must be received no later than **Friday, April 3, 2026, at 4:30 p.m. There will be no exceptions.** Proposals should be delivered to U.S. Probation Office, Attn: Cara Brown, Supervising U.S. Probation Officer, 333 W. 4th Street, Suite 3820, Tulsa, Oklahoma, 74103. Proposals may be submitted via email to cara_brown@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,

Cara Brown, Supervising
United States Probation Officer
Contracting Officer
Cara_Brown@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.

B. PRICING SCHEDULE

This BPA is in effect for the period from May 1, 2026, through September 30, 2030. This period includes an initial, five-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 May 1, 2026, and running through September 30, 2026. 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	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 anyone, 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, 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 2 – 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.*

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, 2028, through September 30, 2029.

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, 2029, through September 30, 2030.

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 - Unit: per day, or total cost of certification

(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. If the purchase card or convenience check is used as the procurement mechanism and vendor requirements are not needed, it is not necessary to provide the vendor with the statement of work.

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 CO should insert the following project code description, vendor requirements, SOW and deliverables for the respective project code - the portion of the description below that is enclosed in quotation marks - in each solicitation and the resulting purchase order, BPA call or contract award.

“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):

- **Monthly Progress Report**, (Probation Form 46R – Attachment 2). The monthly progress reports shall be typed reports submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing. The report shall:
 - Summarize client's activities during the month, lists attendance dates, and accompanies the monthly invoice.
 - Document client progress (e.g., adjustment, responsiveness, significant problems, employment) including **no shows**/missed appointments by client;
 - Reflect any changes in the contract and probation form 45/program plan;
 - Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance.”

Local Rules:

Program rule violations must be reported to the USPO within 24 hours of identification by the service provider. Reports should be directed to cara_brown@oknd.uscourts.gov, and is further encouraged to notify the individual's supervising United States Probation Officer directly by telephone call or email.

Job training and employee tools, equipment and licensure will be specific to earning a Commercial Drivers License (CDL). Instruction shall include preparation for the permit exam, course driving, and additional exams associated with obtaining a CDL.

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

(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.
 - Cara Brown, Supervisory United States Probation Officer
 - Alton Walker, Supervisory United States Probation Officer
3. **Security Clearance Requirement.** All personnel performing work under this BPA are subject to background checks. This will include, at a minimum, a fingerprint criminal history check. It may also include a credit check, a name check of FBI record, and/or a tax check of IRS record for the last three years.
4. **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)
5. **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)

- 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)

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

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 _____ calendar days prior to the contract’s current expiration date
 (end)

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)

7. Incorporation of Department of Labor Wage Rate Determination

8. 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

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.

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

(a) *Definitions.*

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

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

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

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

TIN has been applied for.

TIN is not required, because:

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

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

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

(f) *Contractor representations.*

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

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

(end)

____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror does does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
 - (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and
 - (3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
- (1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and
 - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.
- (end)

____ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

- (a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
 - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and
 - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(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.: 28 Date Of Last Revision: 12/03/2025
Daniel W. Simms Director	Division of Wage Determinations

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		17.90
01012 - Accounting Clerk II		20.09
01013 - Accounting Clerk III		22.47
01020 - Administrative Assistant		29.07
01035 - Court Reporter		21.22
01041 - Customer Service Representative I		14.83
01042 - Customer Service Representative II		16.19
01043 - Customer Service Representative III		18.17
01051 - Data Entry Operator I		16.92
01052 - Data Entry Operator II		18.46
01060 - Dispatcher, Motor Vehicle		22.13
01070 - Document Preparation Clerk		17.53
01090 - Duplicating Machine Operator		17.53
01111 - General Clerk I		14.91
01112 - General Clerk II		16.27
01113 - General Clerk III		18.26
01120 - Housing Referral Assistant		23.65
01141 - Messenger Courier		18.72
01191 - Order Clerk I		18.17
01192 - Order Clerk II		19.83
01261 - Personnel Assistant (Employment) I		19.16
01262 - Personnel Assistant (Employment) II		21.43
01263 - Personnel Assistant (Employment) III		23.88
01270 - Production Control Clerk		25.47
01290 - Rental Clerk		16.75
01300 - Scheduler, Maintenance		18.97
01311 - Secretary I		18.97
01312 - Secretary II		21.22
01313 - Secretary III		23.65
01320 - Service Order Dispatcher		19.79
01410 - Supply Technician		29.07
01420 - Survey Worker		19.07
01460 - Switchboard Operator/Receptionist		16.73
01531 - Travel Clerk I		16.76
01532 - Travel Clerk II		18.81
01533 - Travel Clerk III		21.04
01611 - Word Processor I		16.90
01612 - Word Processor II		18.97
01613 - Word Processor III		21.22
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.96

05010 - Automotive Electrician	20.36
05040 - Automotive Glass Installer	18.96
05070 - Automotive Worker	18.96
05110 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.80
05160 - Motor Equipment Metal Worker	18.96
05190 - Motor Vehicle Mechanic	21.80
05220 - Motor Vehicle Mechanic Helper	15.23
05250 - Motor Vehicle Upholstery Worker	17.69
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	20.36
05340 - Radiator Repair Specialist	18.96
05370 - Tire Repairer	16.65
05400 - Transmission Repair Specialist	21.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.85
07041 - Cook I	14.41
07042 - Cook II	17.01
07070 - Dishwasher	13.05
07130 - Food Service Worker	14.88
07210 - Meat Cutter	16.20
07260 - Waiter/Waitress	9.98
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.90
09040 - Furniture Handler	12.53
09080 - Furniture Refinisher	21.90
09090 - Furniture Refinisher Helper	15.68
09110 - Furniture Repairer, Minor	18.78
09130 - Upholsterer	21.90
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.47
11060 - Elevator Operator	14.98
11090 - Gardener	23.45
11122 - Housekeeping Aide	14.98
11150 - Janitor	14.98
11210 - Laborer, Grounds Maintenance	17.02
11240 - Maid or Houseman	13.23
11260 - Pruner	14.95
11270 - Tractor Operator	21.30
11330 - Trail Maintenance Worker	17.02
11360 - Window Cleaner	16.90
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	25.63
12012 - Certified Occupational Therapist Assistant	35.06
12015 - Certified Physical Therapist Assistant	31.25
12020 - Dental Assistant	22.11
12025 - Dental Hygienist	47.09
12030 - EKG Technician	24.41
12035 - Electroneurodiagnostic Technologist	24.41
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	22.91
12072 - Licensed Practical Nurse II	25.63
12073 - Licensed Practical Nurse III	28.56
12100 - Medical Assistant	18.71
12130 - Medical Laboratory Technician	25.20
12160 - Medical Record Clerk	21.18
12190 - Medical Record Technician	23.69
12195 - Medical Transcriptionist	19.82
12210 - Nuclear Medicine Technologist	41.67
12221 - Nursing Assistant I	13.46
12222 - Nursing Assistant II	15.15
12223 - Nursing Assistant III	16.52
12224 - Nursing Assistant IV	18.56
12235 - Optical Dispenser	17.78

12236 - Optical Technician	20.12
12250 - Pharmacy Technician	18.43
12280 - Phlebotomist	18.23
12305 - Radiologic Technologist	30.83
12311 - Registered Nurse I	26.68
12312 - Registered Nurse II	32.63
12313 - Registered Nurse II, Specialist	32.63
12314 - Registered Nurse III	39.48
12315 - Registered Nurse III, Anesthetist	39.48
12316 - Registered Nurse IV	47.33
12317 - Scheduler (Drug and Alcohol Testing)	31.74
12320 - Substance Abuse Treatment Counselor	27.76
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	14.27
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	19.75
13072 - Photographer II	22.10
13073 - Photographer III	27.37
13074 - Photographer IV	33.48
13075 - Photographer V	40.51
13090 - Technical Order Library Clerk	17.91
13110 - Video Teleconference Technician	23.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.20
14042 - Computer Operator II	25.95
14043 - Computer Operator III	28.94
14044 - Computer Operator IV	32.15
14045 - Computer Operator V	35.61
14071 - Computer Programmer I	(see 1) 24.72
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	23.20
14160 - Personal Computer Support Technician	32.15
14170 - System Support Specialist	37.99
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.51
15020 - Aircrew Training Devices Instructor (Rated)	39.34
15030 - Air Crew Training Devices Instructor (Pilot)	47.14
15050 - Computer Based Training Specialist / Instructor	32.51
15060 - Educational Technologist	31.02
15070 - Flight Instructor (Pilot)	47.14
15080 - Graphic Artist	26.49
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.14
15086 - Maintenance Test Pilot, Rotary Wing	47.14
15088 - Non-Maintenance Test/Co-Pilot	47.14
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	11.01
16030 - Counter Attendant	11.01
16040 - Dry Cleaner	14.03
16070 - Finisher, Flatwork, Machine	11.01
16090 - Presser, Hand	11.01
16110 - Presser, Machine, Drycleaning	11.01
16130 - Presser, Machine, Shirts	11.01
16160 - Presser, Machine, Wearing Apparel, Laundry	11.01
16190 - Sewing Machine Operator	15.05
16220 - Tailor	16.06
16250 - Washer, Machine	12.05
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.55
19040 - Tool And Die Maker	31.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.61
21030 - Material Coordinator	25.47
21040 - Material Expediter	25.47
21050 - Material Handling Laborer	17.54
21071 - Order Filler	16.48
21080 - Production Line Worker (Food Processing)	21.61
21110 - Shipping Packer	19.45
21130 - Shipping/Receiving Clerk	19.45
21140 - Store Worker I	14.32
21150 - Stock Clerk	19.11
21210 - Tools And Parts Attendant	21.61
21410 - Warehouse Specialist	21.61
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	20.32
23120 - Bicycle Repairer	19.71
23125 - Cable Splicer	30.34
23130 - Carpenter, Maintenance	23.13
23140 - Carpet Layer	23.14
23160 - Electrician, Maintenance	29.03
23181 - Electronics Technician Maintenance I	27.50
23182 - Electronics Technician Maintenance II	29.60
23183 - Electronics Technician Maintenance III	31.69
23260 - Fabric Worker	21.48
23290 - Fire Alarm System Mechanic	23.96
23310 - Fire Extinguisher Repairer	19.71
23311 - Fuel Distribution System Mechanic	38.61
23312 - Fuel Distribution System Operator	28.38
23370 - General Maintenance Worker	20.93
23380 - Ground Support Equipment Mechanic	31.45
23381 - Ground Support Equipment Servicer	25.23
23382 - Ground Support Equipment Worker	27.29
23391 - Gunsmith I	19.71
23392 - Gunsmith II	23.26
23393 - Gunsmith III	26.81
23410 - Heating, Ventilation And Air-Conditioning	25.40

Mechanic	
23411 - Heating, Ventilation And Air Contidioning	26.98
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	28.46
23440 - Heavy Equipment Operator	23.66
23460 - Instrument Mechanic	26.81
23465 - Laboratory/Shelter Mechanic	25.03
23470 - Laborer	17.54
23510 - Locksmith	24.15
23530 - Machinery Maintenance Mechanic	30.51
23550 - Machinist, Maintenance	25.57
23580 - Maintenance Trades Helper	17.17
23591 - Metrology Technician I	26.81
23592 - Metrology Technician II	28.47
23593 - Metrology Technician III	30.20
23640 - Millwright	29.69
23710 - Office Appliance Repairer	22.40
23760 - Painter, Maintenance	20.67
23790 - Pipefitter, Maintenance	30.18
23810 - Plumber, Maintenance	28.18
23820 - Pneudraulic Systems Mechanic	26.81
23850 - Rigger	22.61
23870 - Scale Mechanic	23.26
23890 - Sheet-Metal Worker, Maintenance	24.41
23910 - Small Engine Mechanic	21.05
23931 - Telecommunications Mechanic I	30.27
23932 - Telecommunications Mechanic II	32.15
23950 - Telephone Lineman	28.83
23960 - Welder, Combination, Maintenance	24.90
23965 - Well Driller	26.81
23970 - Woodcraft Worker	26.81
23980 - Woodworker	19.71
24000 - Personal Needs Occupations	
24550 - Case Manager	19.31
24570 - Child Care Attendant	13.08
24580 - Child Care Center Clerk	16.31
24610 - Chore Aide	13.09
24620 - Family Readiness And Support Services	19.31
Coordinator	
24630 - Homemaker	19.54
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.74
25040 - Sewage Plant Operator	22.43
25070 - Stationary Engineer	32.74
25190 - Ventilation Equipment Tender	21.98
25210 - Water Treatment Plant Operator	22.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.42
27007 - Baggage Inspector	15.73
27008 - Corrections Officer	21.43
27010 - Court Security Officer	22.83
27030 - Detection Dog Handler	17.60
27040 - Detention Officer	21.43
27070 - Firefighter	26.10
27101 - Guard I	15.73
27102 - Guard II	17.60
27131 - Police Officer I	26.63
27132 - Police Officer II	29.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.69
28042 - Carnival Equipment Repairer	16.15
28043 - Carnival Worker	10.41
28210 - Gate Attendant/Gate Tender	20.36
28310 - Lifeguard	11.48
28350 - Park Attendant (Aide)	22.77

28510 - Recreation Aide/Health Facility Attendant	16.62
28515 - Recreation Specialist	28.21
28630 - Sports Official	18.14
28690 - Swimming Pool Operator	19.07
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.24
29020 - Hatch Tender	31.24
29030 - Line Handler	31.24
29041 - Stevedore I	28.83
29042 - Stevedore II	33.62
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	20.57
30022 - Archeological Technician II	23.01
30023 - Archeological Technician III	28.50
30030 - Cartographic Technician	28.50
30040 - Civil Engineering Technician	29.54
30051 - Cryogenic Technician I	31.57
30052 - Cryogenic Technician II	34.86
30061 - Drafter/CAD Operator I	20.57
30062 - Drafter/CAD Operator II	23.01
30063 - Drafter/CAD Operator III	25.65
30064 - Drafter/CAD Operator IV	31.57
30081 - Engineering Technician I	17.80
30082 - Engineering Technician II	19.98
30083 - Engineering Technician III	22.35
30084 - Engineering Technician IV	27.69
30085 - Engineering Technician V	33.86
30086 - Engineering Technician VI	40.97
30090 - Environmental Technician	22.77
30095 - Evidence Control Specialist	28.50
30210 - Laboratory Technician	30.54
30221 - Latent Fingerprint Technician I	31.57
30222 - Latent Fingerprint Technician II	34.86
30240 - Mathematical Technician	31.28
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.14
30363 - Paralegal/Legal Assistant III	29.52
30364 - Paralegal/Legal Assistant IV	35.72
30375 - Petroleum Supply Specialist	34.86
30390 - Photo-Optics Technician	28.50
30395 - Radiation Control Technician	34.86
30461 - Technical Writer I	25.86
30462 - Technical Writer II	31.63
30463 - Technical Writer III	38.27
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	31.57
30502 - Weather Forecaster II	38.40
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.65
30621 - Weather Observer, Senior (see 2)	28.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	14.01
31030 - Bus Driver	20.99
31043 - Driver Courier	16.90
31260 - Parking and Lot Attendant	12.86
31290 - Shuttle Bus Driver	15.89
31310 - Taxi Driver	13.26

31361 - Truckdriver, Light	18.58
31362 - Truckdriver, Medium	20.24
31363 - Truckdriver, Heavy	27.03
31364 - Truckdriver, Tractor-Trailer	27.03
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	13.50
99050 - Desk Clerk	13.36
99095 - Embalmer	27.69
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	14.61
99252 - Laboratory Animal Caretaker II	16.06
99260 - Marketing Analyst	32.81
99310 - Mortician	27.69
99410 - Pest Controller	17.73
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	20.91
99711 - Recycling Specialist	26.16
99730 - Refuse Collector	18.37
99810 - Sales Clerk	14.42
99820 - School Crossing Guard	10.93
99830 - Survey Party Chief	29.92
99831 - Surveying Aide	17.77
99832 - Surveying Technician	28.11
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	22.72
99842 - Vending Machine Repairer Helper	17.57

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 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))."