

SECTION A SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No. 1088-20-21UD	2. Date Issued 06/21/2019	3. Award No.
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4. Issued By: Hugh D. Watt U.S. Probation Office 351 S West Temple, Ste 5.400 Salt Lake City, UT 84101	5. Address Offer To (if other than Item 4):
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SOLICITATION

6. Offers in original and 3 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

**U.S. Probation Office 351 S West Temple, Ste 5.400
Salt Lake City, UT 84101**

until **03:00 PM** local time **07/29/2019**
(hour) (date)

7. For Information call: a. Name Hugh D. Watt	b. Telephone (801) 535-2792
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OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR

12. Telephone No. (Include area code)

Email

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

14. Signature

15. Offer Date

16. AWARD

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

OFFICE USE ONLY

17A. NAME OF CONTRACTING OFFICER

17B. UNITED STATES OF AMERICA

17C. DATE SIGNED

BY _____
(Signature Of Contracting Officer)

~~SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES~~

The United States District Court for the District of Utah is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Collections **Office must be located in** the Salt Lake City Downtown County zip codes: **84101 & 84111** for Urinalysis collections. .

~~As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 2 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.~~

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

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

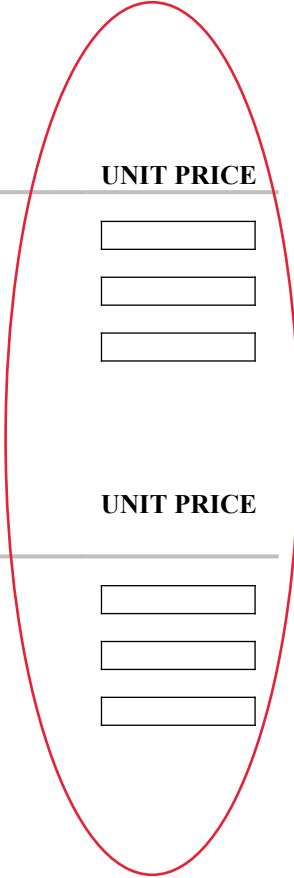
Note: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per Service item under the BPA. Each vendor placed on the BPA may receive a share of the total quantity stated. However, EMQ’s are estimates only and do not bind the government to meet these estimates.

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

URINE COLLECTION:

PROJECT CODE		REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	1010	Urine Collection/Testing & Reporting	2020	<input type="text" value="200"/>	<input type="text"/>
			2021	<input type="text" value="200"/>	<input type="text"/>
			2022	<input type="text" value="200"/>	<input type="text"/>
			Unit: Price: per specimen		

PROJECT CODE		REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	1011	Urine Collection/NIDT Device Testing	2020	<input type="text" value="5"/>	<input type="text"/>
			2021	<input type="text" value="5"/>	<input type="text"/>
			2022	<input type="text" value="5"/>	<input type="text"/>
			Unit: Price: per specimen		



Verify
the United States Courts. All local needs shall be approved in writing by PPSO.



URINE COLLECTION

* 1010

Minimum collection hours for vendors in Salt Lake County:

Vendors must be available for collection services five days a week; one of those days must be Saturday or Monday.

Site must be open until 7 PM each weekday, and collectors must be available to provide collection for a total of eight hours between 7:00 a.m. and 8:00 p.m., but need not be consecutive hours. Heaviest collection times are 7-8:00 AM, 12-1:00 PM, and 5:00 to 7:00 p.m.

Proposals should outline specific collection hours. Restricted collection dates/times can be accommodated by scheduling a week in advance with the Contracting Officer.

* 1011

same as 1010

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

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

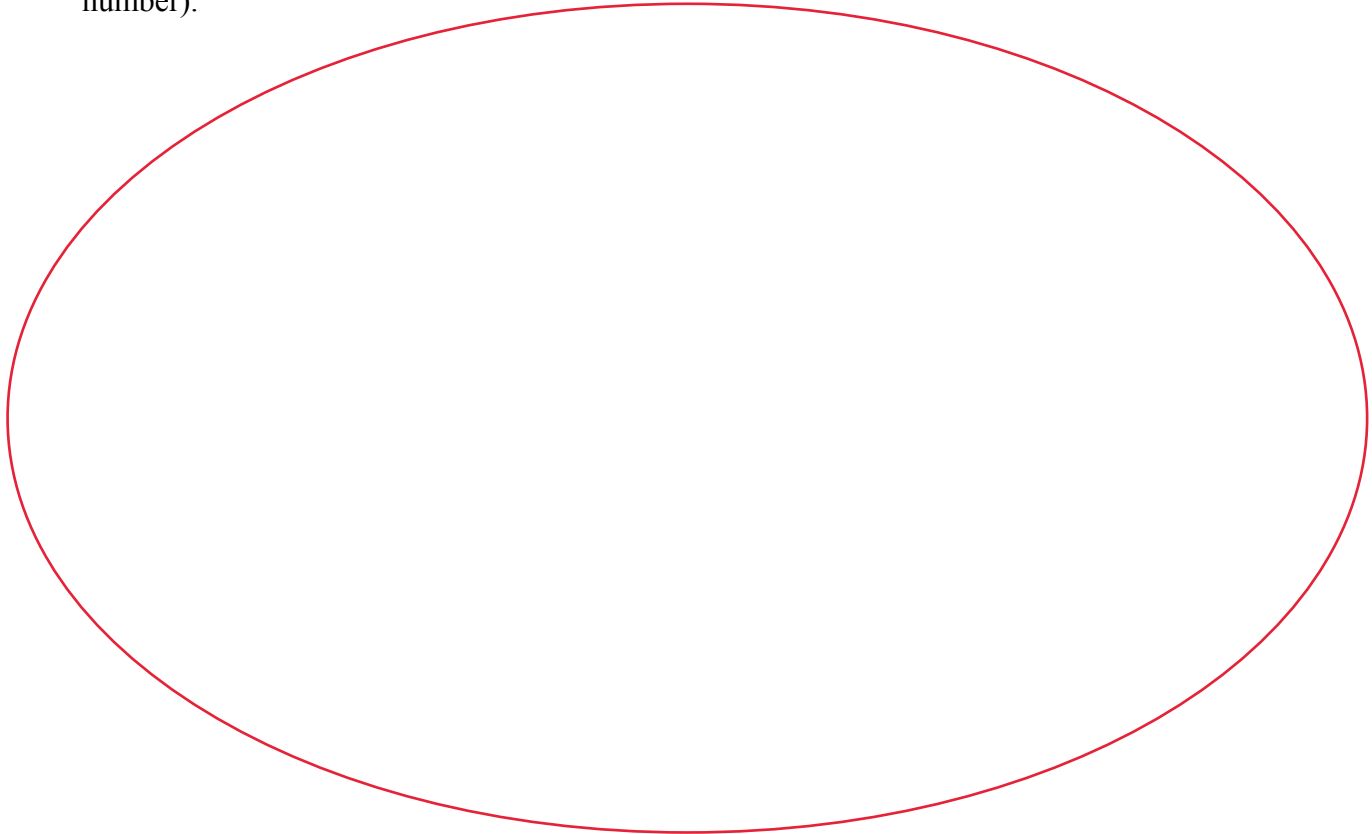
I hereby certify on behalf of _____ (Name of Offeror or Subcontractor) that _____ (Name of Offeror or Subcontractor) will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure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

SIGNATURE: _____ DATE: _____

TITLE: _____

OFFEROR'S BACKGROUND STATEMENT

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



CERTIFICATIONS

(check all that apply)

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

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

SIGNATURE: _____ DATE: _____

Subcontractors need to sign their own form.

Attachment C

Submit one for your main office and one for the subcontractor office.

OFFEROR'S STAFF QUALIFICATIONS

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

PC	NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CREDENTIALS
1010	John Doe	Owner	All Duties	MSW	10 Years	Licensed Clinical Social Worker
1010	Jane Doe					
1010	Pat Doe					

CERTIFICATIONS
(check all that apply)

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

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

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

SIGNATURE: _____ DATE: _____

OFFEROR'S REFERENCES

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



Mr. Doe.
Address
Phone number
Email address



Ms. Deer
Address
Phone Number
Email Address



Mr. Tom
Address
Phone Number
Email address

Please verify these contacts prior to submission.

SECTION J - LIST OF ATTACHMENTS

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

UA Contracts Only

Monitor reports from U.S. Probation or State audits
Business license
Fire inspection
State License

Program Discharge Summary Profile¹

- 1. Number of defendants² enrolled in program during the past 12 months? _____
- 2. Number of offenders³ enrolled in program during the past 12 months? _____
- 3. Number of defendants successfully discharged from program during the past 12 month period? _____
- 4. Number of offenders successfully discharged from program during the past 12 month period? _____
- 5. Number of defendants unsuccessfully discharged during the past 12 month period? _____
- 6. Number of offenders unsuccessfully discharged during the past 12 month period? _____
- 7. Number of defendants that were discharged due to failure to attend as required during the past 12 month period? _____
- 8. Number of offenders that were discharged due to failure to attend as required during the past 12 month period? _____
- 9. Other types of discharge during the past 12 month period, please explain in short narrative paragraph below (e.g., number of defendants, number of offenders, and reason): _____

- 10. Average treatment duration per client over the past 12 month period? _____
- 11. Average frequency of treatment per client over the past 12 month period? _____
- 12. Average staff to client ratio over the past 12 month period? _____

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

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

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

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

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

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

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

K.2 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): _____

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

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

(f) Contractor representations.

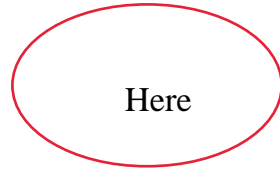
The offeror represents as part of its offer that it is , is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

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

Fire Inspection Certificate

Here

State of Utah
Office of Licensing



City License

Here

(Revised 6/12)

Add past 18 Months State and Federal Audits Here

POST-AWARD MONITORING REPORT

DISTRICT:

Utah

PROCUREMENT NUMBER:

VENDOR:

REVIEWED BY:

DATE OF VISIT:

PERIOD COVERED:

Past audits

NUMBER OF FEDERAL CLIENTS IN PROGRAM:

RATING CRITERIA

The evaluation rating on this report must be completed using the following rating definitions:

- (1) Excellent During the monitoring period, the vendor has exceeded the requirements of the statement of work. There were no deficiencies and the vendor has operated within the terms and conditions of the agreement. The agreement should be continued.
- (2) Satisfactory There are few problems or issues and the vendor generally operates within the terms and conditions of the agreement. Any improvements would be considered minor. The agreement should be continued.
- (3) Unsatisfactory There are deficiencies with the performance of the vendor that must be corrected. The vendor will be notified via this monitoring report of the deficiencies and corrective measures and given a specific time frame in which to correct the deficiencies and become in full compliance with the terms and conditions of the agreement. The agreement will only be continued if the deficiencies are corrected within the stated time frame. If not corrected in the time frame, the existing referrals may be terminated, the option to renew will not be exercised, or future referrals may cease.
- (4) Unacceptable There are deficiencies with the performance of the vendor which have not been corrected, cannot be corrected, or the vendor refuses to correct. Continuation of the agreement will only be allowed until a new service provider can be obtained. Termination of the existing referrals will be made either for the convenience of the Government or for default.

(Revised 6/12)

I. DELIVERABLES	Yes	No	NA
A. File Maintenance			
1. Is the vendor's file maintenance and content in compliance with Section C of the Statement of Work?			
B. Case Staffing Conference			
1. Does the vendor participate in case staffing conferences as defined in Section C of the Statement of Work?			
C. Vendor Reports			
1. Are vendor reports in compliance with Section C of the Statement of Work?			
D. Vendor Testimony			
1. Does the vendor provide "testimony" in compliance with Section C of the Statement of Work?			
E. Notifying USPO/USPSO of Defendant/Offender Behavior			
1. Is there timely notification of defendant/offender noncompliant behavior as defined in Section C of the Statement of Work?			
F. Staff Requirements and Restrictions			
1. Is the vendor in compliance with the staff requirements and restrictions as defined in Section C of the Statement of Work?			
G. Facility Requirements			
1. Is the vendor in compliance with the facility requirements and restrictions as defined in Section C of the Statement of Work?			

Deficiency:

(Revised 6/12)

Corrective Action:

II. PROVISION OF SERVICES	Yes	No	NA
1. Is the vendor providing services in compliance with Section C of the Statement of Work for the specific project codes in the agreement?			
2. Are defendants/offenders receiving the services specified in the program plan?			
3. Is the vendor providing services in compliance with Section F of the Statement of Work?			

Deficiency:

Corrective Action:

(Revised 6/12)

III. AGREEMENT ADMINISTRATION	Yes	No	NA
1. Are the invoices submitted in compliance with Section G of the Statement of Work?			
2. Is the vendor in compliance with Sections E, F, G, and H of the Statement of Work?			

Deficiency:

Corrective Action:

IV. INTERVIEWS			
A. Defendant/Offender			
Number of Defendant/Offenders interviewed: _____			
	Yes	No	NA
1. Did the defendant/offender report any problems or recommendations for improvement?			
Comments:			

(Revised 6/12)

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B. USPO/USPSO

Number of USPO/USPSOs interviewed: _____

	Yes	No	NA
1. Is there a timely response to referrals?			
2. Are you initiating program plans and amended plans?			
3. Is the vendor following the program plans?			
4. Is there a good working relationship with the service provider?			
5. Are you meeting with the vendor face-to-face or via telephone conference at least every 30 days to discuss the defendant/offender's progress in treatment?			

Comments:

(Revised 6/12)

C. Provider (Director and/or Primary Counselor)			
	Yes	No	NA
1. Are you receiving advance notice of referrals?			
2. Is the program plan and authorization of release received timely?			
3. Are USPO/USPSOs responding timely to telephone calls/correspondence?			
4. Are you communicating with the USPO/USPSO at least every 30 days?			
5. Are you timely notifying USPO/USPSOs of stalls, missed sessions, and/or violation behavior?			
6. Are USPOs responsive to concerns and recommendations?			
Comments:			

(Revised 6/12)

V. CONTENT OF SERVICES	Yes	No	NA
<i>Note: This section will only be considered for rating the vendor as exceeding expectations and therefore justifying an excellent rating. A no answer to any of these items may not be used to rate a vendor as unsatisfactory or unacceptable.</i>			
1. Are interactions with the defendant/offender deliberate, purposeful, and based on clinical modalities that have demonstrated evidence to change behavior/stabilize mental health symptoms, etc.?			
2. Does the vendor provide counseling that addresses criminogenic needs and responsivity issues?			
3. Does the vendor have outcome measures in place to evaluate their programs?			
4. Has the vendor routinely taken steps to transition defendants/offenders to services in the community to aid them once they have completed supervision?			
5. Is counseling provided by a practitioner with a degree/license that exceeds the minimum standards in the Statement of Work?			
6. Does the vendor have a national accreditation/certification (i.e. CARF)?			
Comments:			

(Revised 6/12)

VI. ADJUSTMENTS/RECOMMENDATIONS

Comments:

Large empty rectangular area for providing comments.

VII. RATING

Excellent Satisfactory Unsatisfactory Unacceptable

VIII. JUSTIFICATION

Large empty rectangular area for providing justification.

Corrective action letters or response to any findings needed in past audits.
Past 18 months

Attach copy of response here

Must attach for all UA Bids

This is provided in the Request for Prices

2015550110

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5501
Revision No.: 10
Date Of Last Revision: 06/13/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Utah

Area: Utah County of Cache

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.29
01012 - Accounting Clerk II		14.92
01013 - Accounting Clerk III		16.69
01020 - Administrative Assistant		21.46
01035 - Court Reporter		19.50
01041 - Customer Service Representative I		11.65
01042 - Customer Service Representative II		13.10
01043 - Customer Service Representative III		14.29
01051 - Data Entry Operator I		13.08
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		17.40
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34

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01111	- General Clerk I	12.69
01112	- General Clerk II	13.85
01113	- General Clerk III	15.54
01120	- Housing Referral Assistant	18.07
01141	- Messenger Courier	11.64
01191	- Order Clerk I	13.87
01192	- Order Clerk II	15.13
01261	- Personnel Assistant (Employment) I	15.15
01262	- Personnel Assistant (Employment) II	16.96
01263	- Personnel Assistant (Employment) III	18.89
01270	- Production Control Clerk	17.99
01290	- Rental Clerk	13.75
01300	- Scheduler, Maintenance	14.49
01311	- Secretary I	14.49
01312	- Secretary II	16.21
01313	- Secretary III	18.07
01320	- Service Order Dispatcher	15.55
01410	- Supply Technician	21.46
01420	- Survey Worker	12.10
01460	- Switchboard Operator/Receptionist	11.51
01531	- Travel Clerk I	12.39
01532	- Travel Clerk II	13.15
01533	- Travel Clerk III	14.02
01611	- Word Processor I	13.94
01612	- Word Processor II	15.88
01613	- Word Processor III	17.61
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.06
05010	- Automotive Electrician	18.09
05040	- Automotive Glass Installer	17.17
05070	- Automotive Worker	17.14
05110	- Mobile Equipment Servicer	15.24
05130	- Motor Equipment Metal Mechanic	18.82
05160	- Motor Equipment Metal Worker	17.14
05190	- Motor Vehicle Mechanic	17.82
05220	- Motor Vehicle Mechanic Helper	14.11
05250	- Motor Vehicle Upholstery Worker	16.19
05280	- Motor Vehicle Wrecker	17.14
05310	- Painter, Automotive	18.09
05340	- Radiator Repair Specialist	17.14
05370	- Tire Repairer	12.41
05400	- Transmission Repair Specialist	18.46
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.80
07041	- Cook I	13.07
07042	- Cook II	15.14
07070	- Dishwasher	9.83
07130	- Food Service Worker	10.10

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07210 - Meat Cutter	14.35
07260 - Waiter/Waitress	12.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.98
09040 - Furniture Handler	12.27
09080 - Furniture Refinisher	18.98
09090 - Furniture Refinisher Helper	14.15
09110 - Furniture Repairer, Minor	16.56
09130 - Upholsterer	18.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.99
11060 - Elevator Operator	10.99
11090 - Gardener	15.56
11122 - Housekeeping Aide	11.35
11150 - Janitor	11.35
11210 - Laborer, Grounds Maintenance	11.87
11240 - Maid or Houseman	10.32
11260 - Pruner	10.64
11270 - Tractor Operator	14.33
11330 - Trail Maintenance Worker	11.87
11360 - Window Cleaner	12.66
12000 - Health Occupations	
12010 - Ambulance Driver	16.59
12011 - Breath Alcohol Technician	16.59
12012 - Certified Occupational Therapist Assistant	22.86
12015 - Certified Physical Therapist Assistant	22.87
12020 - Dental Assistant	13.68
12025 - Dental Hygienist	33.59
12030 - EKG Technician	25.97
12035 - Electroneurodiagnostic Technologist	25.97
12040 - Emergency Medical Technician	16.59
12071 - Licensed Practical Nurse I	15.32
12072 - Licensed Practical Nurse II	17.15
12073 - Licensed Practical Nurse III	19.11
12100 - Medical Assistant	16.03
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	15.03
12190 - Medical Record Technician	16.82
12195 - Medical Transcriptionist	14.83
12210 - Nuclear Medicine Technologist	36.46
12221 - Nursing Assistant I	11.68
12222 - Nursing Assistant II	13.13
12223 - Nursing Assistant III	14.32
12224 - Nursing Assistant IV	16.08
12235 - Optical Dispenser	16.59
12236 - Optical Technician	14.83
12250 - Pharmacy Technician	16.62
12280 - Phlebotomist	15.45

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12305 - Radiologic Technologist	27.09
12311 - Registered Nurse I	23.87
12312 - Registered Nurse II	29.20
12313 - Registered Nurse II, Specialist	29.20
12314 - Registered Nurse III	35.32
12315 - Registered Nurse III, Anesthetist	35.32
12316 - Registered Nurse IV	42.34
12317 - Scheduler (Drug and Alcohol Testing)	20.56
12320 - Substance Abuse Treatment Counselor	24.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	18.72
13042 - Illustrator II	23.20
13043 - Illustrator III	28.30
13047 - Librarian	22.73
13050 - Library Aide/Clerk	13.29
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	13.18
13061 - Media Specialist I	14.81
13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.48
13071 - Photographer I	15.59
13072 - Photographer II	17.59
13073 - Photographer III	21.61
13074 - Photographer IV	26.44
13075 - Photographer V	31.98
13090 - Technical Order Library Clerk	16.69
13110 - Video Teleconference Technician	16.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.11
14042 - Computer Operator II	16.90
14043 - Computer Operator III	19.95
14044 - Computer Operator IV	21.75
14045 - Computer Operator V	24.10
14071 - Computer Programmer I	(see 1) 23.80
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	15.11
14160 - Personal Computer Support Technician	21.75
14170 - System Support Specialist	24.75
15000 - Instructional Occupations	

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15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	27.19
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	21.84
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.72
15086 - Maintenance Test Pilot, Rotary Wing	42.72
15088 - Non-Maintenance Test/Co-Pilot	42.72
15090 - Technical Instructor	18.64
15095 - Technical Instructor/Course Developer	22.82
15110 - Test Proctor	15.04
15120 - Tutor	15.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.02
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	12.90
16220 - Tailor	13.67
16250 - Washer, Machine	10.34
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.15
19040 - Tool And Die Maker	23.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.31
21030 - Material Coordinator	18.38
21040 - Material Expediter	18.38
21050 - Material Handling Laborer	11.67
21071 - Order Filler	11.96
21080 - Production Line Worker (Food Processing)	17.31
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.81
21150 - Stock Clerk	16.59
21210 - Tools And Parts Attendant	17.31
21410 - Warehouse Specialist	17.31
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.76
23019 - Aircraft Logs and Records Technician	19.31
23021 - Aircraft Mechanic I	24.30
23022 - Aircraft Mechanic II	25.76
23023 - Aircraft Mechanic III	26.95

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23040 - Aircraft Mechanic Helper	16.74
23050 - Aircraft, Painter	22.63
23060 - Aircraft Servicer	19.31
23070 - Aircraft Survival Flight Equipment Technician	22.63
23080 - Aircraft Worker	20.59
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.59
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.30
23110 - Appliance Mechanic	19.15
23120 - Bicycle Repairer	15.48
23125 - Cable Splicer	25.98
23130 - Carpenter, Maintenance	17.48
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	25.55
23181 - Electronics Technician Maintenance I	21.68
23182 - Electronics Technician Maintenance II	23.70
23183 - Electronics Technician Maintenance III	25.21
23260 - Fabric Worker	17.27
23290 - Fire Alarm System Mechanic	21.25
23310 - Fire Extinguisher Repairer	16.01
23311 - Fuel Distribution System Mechanic	23.58
23312 - Fuel Distribution System Operator	17.93
23370 - General Maintenance Worker	17.26
23380 - Ground Support Equipment Mechanic	24.30
23381 - Ground Support Equipment Servicer	19.31
23382 - Ground Support Equipment Worker	20.59
23391 - Gunsmith I	16.01
23392 - Gunsmith II	18.54
23393 - Gunsmith III	21.06
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.75
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	22.27
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.00
23465 - Laboratory/Shelter Mechanic	19.80
23470 - Laborer	11.12
23510 - Locksmith	19.15
23530 - Machinery Maintenance Mechanic	23.79
23550 - Machinist, Maintenance	23.24
23580 - Maintenance Trades Helper	13.08
23591 - Metrology Technician I	23.00
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.51
23640 - Millwright	22.04
23710 - Office Appliance Repairer	20.36

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23760 - Painter, Maintenance	18.43
23790 - Pipefitter, Maintenance	23.76
23810 - Plumber, Maintenance	22.94
23820 - Pseudraulic Systems Mechanic	21.06
23850 - Rigger	21.06
23870 - Scale Mechanic	18.54
23890 - Sheet-Metal Worker, Maintenance	20.68
23910 - Small Engine Mechanic	17.94
23931 - Telecommunications Mechanic I	24.64
23932 - Telecommunications Mechanic II	26.12
23950 - Telephone Lineman	20.43
23960 - Welder, Combination, Maintenance	17.45
23965 - Well Driller	21.48
23970 - Woodcraft Worker	21.06
23980 - Woodworker	15.48
24000 - Personal Needs Occupations	
24550 - Case Manager	11.73
24570 - Child Care Attendant	10.17
24580 - Child Care Center Clerk	12.68
24610 - Chore Aide	11.37
24620 - Family Readiness And Support Services Coordinator	11.73
24630 - Homemaker	13.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	19.53
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	17.29
25210 - Water Treatment Plant Operator	19.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.83
27007 - Baggage Inspector	12.47
27008 - Corrections Officer	19.80
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	19.80
27070 - Firefighter	18.02
27101 - Guard I	12.47
27102 - Guard II	18.83
27131 - Police Officer I	21.39
27132 - Police Officer II	23.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.07
28042 - Carnival Equipment Repairer	13.11
28043 - Carnival Worker	8.96
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	11.47
28350 - Park Attendant (Aide)	16.32

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28510 - Recreation Aide/Health Facility Attendant	11.91
28515 - Recreation Specialist	17.84
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	15.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.52
29020 - Hatch Tender	22.52
29030 - Line Handler	22.52
29041 - Stevedore I	20.98
29042 - Stevedore II	24.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.36
30022 - Archeological Technician II	19.06
30023 - Archeological Technician III	23.61
30030 - Cartographic Technician	23.23
30040 - Civil Engineering Technician	23.61
30051 - Cryogenic Technician I	26.15
30052 - Cryogenic Technician II	28.88
30061 - Drafter/CAD Operator I	17.36
30062 - Drafter/CAD Operator II	19.06
30063 - Drafter/CAD Operator III	21.24
30064 - Drafter/CAD Operator IV	26.15
30081 - Engineering Technician I	15.17
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.06
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.93
30090 - Environmental Technician	23.61
30095 - Evidence Control Specialist	23.61
30210 - Laboratory Technician	21.24
30221 - Latent Fingerprint Technician I	26.15
30222 - Latent Fingerprint Technician II	28.88
30240 - Mathematical Technician	23.61
30361 - Paralegal/Legal Assistant I	18.57
30362 - Paralegal/Legal Assistant II	22.99
30363 - Paralegal/Legal Assistant III	28.12
30364 - Paralegal/Legal Assistant IV	34.03
30375 - Petroleum Supply Specialist	28.88
30390 - Photo-Optics Technician	23.61
30395 - Radiation Control Technician	28.88
30461 - Technical Writer I	23.61
30462 - Technical Writer II	28.88
30463 - Technical Writer III	34.94
30491 - Unexploded Ordnance (UXO) Technician I	24.65

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30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	26.15
30502 - Weather Forecaster II	31.79
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.24
30621 - Weather Observer, Senior	(see 2) 23.61
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	14.41
31030 - Bus Driver	20.37
31043 - Driver Courier	15.08
31260 - Parking and Lot Attendant	12.75
31290 - Shuttle Bus Driver	16.37
31310 - Taxi Driver	12.96
31361 - Truckdriver, Light	16.37
31362 - Truckdriver, Medium	18.08
31363 - Truckdriver, Heavy	23.88
31364 - Truckdriver, Tractor-Trailer	23.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.36
99050 - Desk Clerk	10.02
99095 - Embalmer	33.91
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	14.20
99260 - Marketing Analyst	24.93
99310 - Mortician	33.91
99410 - Pest Controller	20.53
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	16.98
99711 - Recycling Specialist	20.20
99730 - Refuse Collector	15.21
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	10.03
99830 - Survey Party Chief	18.63
99831 - Surveying Aide	13.27
99832 - Surveying Technician	16.93
99840 - Vending Machine Attendant	18.14
99841 - Vending Machine Repairer	22.82
99842 - Vending Machine Repairer Helper	18.14

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: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

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

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

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

(See 29 CFR 4.174)

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

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who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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.

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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)).

These final pages do NOT need to be returned with the Offer.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

A. Request for Proposals

This Request for Proposal consists of Sections A through M.

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

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

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

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

Section B - Submission of Prices

(1) Services

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

(2) Prices

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

(3) Acceptable Responses

(a) Unit Price

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

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

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

(c) **Subcontracting**

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

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

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

(4) **Estimated Monthly Quantity**

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

Proposal Submission

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

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

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

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

Preparation of Certification of Compliance Statement (Attachment A)

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

Preparation of Background Statement (Attachment B)

1. Each offeror shall prepare and submit as part of its offer a **BACKGROUND STATEMENT** addressing the requirements in paragraphs 2.a. through d. below. (See Attachment B). The offeror shall identify all required documents included in the submitted proposal through the use of labeled tabs. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraphs 2 a. through d. pertaining to each proposed subcontractor.
2. In the **BACKGROUND STATEMENT** the offeror shall:
 - a. provide copies of all monitoring reports for the previous 18 months from all federal (including current USPO and USPSO), state and local agencies for the locations solicited. If the vendor is not able to provide copies of monitoring reports, the vendor shall provide copies of certificates or letters from federal, state, or local agencies indicating that the vendor has had a satisfactory or higher rating for the previous 18 months. If the vendor is not able to provide copies of monitoring reports, certifications or letters due to a private practice, the vendor must expressly state so in its proposal for this area. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher or have expressly stated in its proposals that it is a private practice and does not have access to monitoring reports, certificates or letters. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.
 - b. state expressly each performance site at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Proposed sites shall be located within the solicitation's identified catchment area.
 - c. include copies of all applicable business and/or operating licenses as required by state and local laws and regulations. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.

- d. include copies of compliance with all federal, state and local fire, safety and health codes. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.
3. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all information contained therein is correct and accurately reflects the offeror's ability to perform.

Preparation of Staff Qualifications - (Attachment C)

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

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

Preparation of Offeror's References - (Attachment D)

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

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

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

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

- (a) *Definitions* As used in this provision:
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.
- (b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the offeror's proposal being determined unacceptable where award is made without discussions.
- (c) *Submission, modification, revision, and withdrawal of offers*
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the offer shall show:
 - (i) the solicitation number;
 - (ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and
 - (v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- (3) *Submission, modification, revision, and withdrawal of offers*
- (i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.
 - (ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
 - (1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or
 - (3) it is the only offer received.
 - (ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.
 - (iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.
 - (v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

- (5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
 - (6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
 - (8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
- (d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:
- (1) mark the title page with the following legend:

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.
- (f) *Contract award*
- (1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
 - (3) The judiciary may waive informalities and minor irregularities in offers received.
 - (4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a price or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer

later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

- (5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price or prices offered, unless the offeror specifies otherwise in the offer.
- (6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative prices, it is in the judiciary's best interest to do so.
- (7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
- (8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.
- (9) If a price realism analysis is performed, price realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- (11) The judiciary may disclose the following information in postaward debriefings to other offerors:
 - (i) the overall evaluated price or price and technical rating of the successful offeror;
 - (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
 - (iii) a summary of the rationale for award; and
 - (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

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

M.2 Evaluation of Proposals

- a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.
- b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.
- c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria. To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

M.3 Pass-Fail Criteria

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

MANDATORY REQUIREMENTS:

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

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

YES or NO

PAST PERFORMANCE

- (a) Did the Offeror provide copies of all federal, state and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months? YES or NO
- (b) Monitoring reports, letters, and/or certificates are rated at least “satisfactory” or “pass” regarding performance.

OR

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

YES or NO

SITE(S) AT WHICH SERVICES ARE PROVIDED:

- (a) Offeror's (and any proposed subcontractor) site(s) at which services will be provided is/are located in catchment area. YES or NO
- (b) Offeror has provided copies of applicable business and/or operating license(s). YES or NO
- (c) Offeror has provided copies of compliance with all federal, state and local fire, safety, and health codes. YES or NO

STAFF QUALIFICATIONS:

- (a) Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP. YES or NO
- (b) The Offeror’s Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release. YES or NO
- (c) The Offeror’s Staff Qualifications Statement certified that

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

YES or NO

ON-SITE VISITS

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

- (a) Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work.

YES or NO

M. 4 Evaluation of Price

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

- (a) Determining Total Evaluated Price.--Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each offeror.
- (b) Service items that are offered at "N/C" or No Charge, will be evaluated in the Life of Agreement comparison by entering \$0.00 for the unit price.
- (c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.
- (d) Service items not marked as required services will not be evaluated or considered.
- (e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

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

- (a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).
- (b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than prices for some work and prices that are significantly overstated for other work.

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

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