

SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY
SANFORD UNDERGROUND RESEARCH FACILITY
LEAD, SOUTH DAKOTA

**REQUEST FOR QUOTATIONS:
ELECTRICAL SERVICES**

The South Dakota Science and Technology Authority (SDSTA) is seeking an Electrical Contractor to provide periodic and ongoing electrical support services on an on-call basis through September 30, 2019 to include:

- UL 508a inspections
- Electrical maintenance and repair
- Electrical connections for equipment installation

Please provide a summary of qualifications, OSHA 300A logs for the past 3 years, and a rate sheet. Rates should include standard labor, travel and equipment costs, and include any standard differentials for emergency calls, assuming a two-hour response time; overtime (off-hour and weekend call-outs); work requiring Davis Bacon payroll certification; and confined space (underground) work, etc.

Work will be performed at surface and underground locations at the Sanford Lab in Lead, SD.

The following documents (or similar versions) will be included as exhibits in any resulting contract with SDSTA, and are attached for review and consideration when determining your company's capabilities and costs:

Insurance Requirements
Environment, Health & Safety Requirements
Compliance with Federal Acts
DOL Wage Determination

**Quotations are to be submitted by 2:00 p.m. on June 12, 2018, by
email to Michele Baumann (mbaumann@sanfordlab.org)**

EXHIBIT A
INSURANCE REQUIREMENTS
Risk Category 3

**Note: Fermi Research Alliance, LLC and FRA may be substituted with another agency sponsor depending upon the fund source for a particular scope of work.*

1. **Insurance:** This clause applies to work performed at the Sanford Underground Research Facility (SURF) worksite and incorporates the insurance requirements of Fermi Research Alliance, LLC (the contracting entity), as well as the Risk Transfer Protocols (attached) for Contractors and Project Sponsors of the South Dakota Science and Technology Authority (SDSTA) (site operator).

2. **Minimum Insurance Coverage:** Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, take out and maintain at its own cost and expense, insurance coverages, in at least the amounts listed below, and in companies satisfactory to FRA.

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>	
GENERAL LIABILITY Commercial General Liability ☒ Occurrence	EACH OCCURRENCE	\$1M-\$5M
	GENERAL AGGREGATE	\$1M-\$5M
AUTOMOBILE LIABILITY Any Auto ☒ Occurrence	COMBINED SINGLE LIMIT AND IN THE AGGREGATE Covering owned, non-owned, and hired automobiles	\$1,000,000
EXCESS LIABILITY ☒ Occurrence	For General, Automobile & Employers Liability EACH OCCURRENCE / AGGREGATE	\$1,000,000
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS ☒ Claims Made and in Aggregate	As applicable	\$1M, if needed
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC STATUTORY LIMITS	As required by South Dakota law \$500,000 \$500,000 \$500,000
	E.L. EACH ACCIDENT	
	E.L. DISEASE EA EMPLOYEE	
	E.L. DISEASE-POLICY LIMIT	

3. **Supplemental Coverages:** The following coverages may be required, depending on the scope of work:

☐ Installation floater covering the value of the equipment to be installed. Such insurance shall include:

1. FRA as additional insured.
2. Coverage for testing, water damage, mechanical breakdown and electrical injury.

4. **Additional Insureds:** Subcontractor's commercial general liability policy shall provide by appropriate language that Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., the United States Government, Barrick Gold Corporation (and its affiliates), Homestake Mining Company of California (and its affiliates), and the South Dakota Science and

Technology Authority, along with each of their officers, agents, employees and representatives are included as additional insureds as required by written contract. All additional insureds coverage must include current and completed operations.

5. Evidence of Insurance: The Subcontractor agrees to deliver to FRA within ten (10) days of the signing and delivery of this Subcontract, certificates evidencing compliance with the insurance requirements herein. **The certificates shall state that waiver of subrogation is granted in favor of the additional insureds as required by written contract and that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution are waived.**

6. Notice of Cancellation or Material Change in Coverage/Condition: The subcontractor must provide thirty (30) days' notice to FRA of any cancellation or material change in the policies. FRA reserves the right to obtain replacement coverage if contractor does not and FRA may deduct the cost of the replacement insurance from the subcontract total. The Subcontractor must agree to provide complete, certified copies of all required insurance policies if requested by FRA.

7. Special Provisions Applicable to All Coverages: Self-insured retentions and/or deductibles greater than \$50,000.00 must be declared and approved by FRA.

8. Special Provisions Applicable to Commercial General Liability Insurance: The commercial general liability policy shall provide contractual liability coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01 12 07, or its equivalent.

9. Sub-Subcontractor Insurance Requirements: Before permitting any sub-subcontractor to perform any work, the Subcontractor shall require that such sub-subcontractor furnish satisfactory evidence that it has taken out and maintains insurance in the same amounts and with the same provisions as required for the Subcontractor, unless sub-subcontractor provides exceptions to the stated limits (such as the professional liability minimum limit in section 2 above) that are reasonably acceptable to FRA and the Subcontractor.

10. Indemnification: The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the insurance requirements for this Subcontract.

EXHIBIT B
CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY

1. Contractor recognizes the importance of performing the Work in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, the environment, and the Project, including materials and equipment incorporated into the Project or stored on-site or off-site. Contractor assumes responsibility for following all Environment, Health & Safety (EHS) precautions and programs related to the performance of the Project.

2. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to EHS set forth in the Contract Documents. Contractor will immediately report orally, and in writing within two (2) days, any EHS related injury, loss, damage, or accident arising from the Work to Owner's Representative and, to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project. Contractor and its Subcontractors will immediately report to the Owner's Representative all non-incidentals spills, and all other significant impacts to the environment (soil, water, air) in performance of the Project. Contractor will also immediately notify Owner of any failure to comply with state and federal environmental laws, rules, and regulations.

3. Contractor's responsibility for EHS under this Article is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

EHS Requirements and Coordination

4. Safety and protection of the environment are of the utmost concern on this Contract. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR Part 1926 (the OSHA construction standard), 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and ARSD 74:52:01 through 74:52:11 (storm water). Site specific safety requirements are defined in the "Contractor Safety Policy," located at:

<https://docs.sanfordlab.org/docushare/dsweb/View/Collection-7268>

5. The Contractor will address the safety requirements defined herein and in the Owner's Contractor Safety Policy. Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to the Owner and may at the Owner's discretion be deducted from the Contract amount.

6. The Contractor shall be accompanied at all times by an Owner's representative.

7. The Contractor is expected to follow a work planning process that is acceptable to the Owner. The work planning process must be conducted and documented prior to the start of Work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):

- Define the scope of the work.
- Analyze hazards in a step by step fashion.
- Develop and implement hazard controls and regulatory compliance.

- Perform the work and monitor the effectiveness of the hazard controls.
- Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc).

A JHA, developed with the Owner, must be completed and reviewed with the individual(s) expected to participate in the task(s) prior to beginning a specified task. Copies of JHAs must be present at the location where tasks are being performed and accessible to the individuals performing the tasks and to Owner representatives.

8. The Owner will conduct a work planning meeting (tailgate/toolbox talk) including, when necessary, Subcontractor employees, prior to the beginning of each shift. This talk will include the plan for the day, a review of hazards and potential regulatory issues, and the review of applicable JHAs.

9. Contractor shall provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe boots, safety glasses) unless otherwise stated in the Scope of Work. During the bid process, bidder shall include as a separate line item any PPE unique to the scope. Owner shall notify the Contractor in the Notice to Proceed of its intent to reduce the contract value if Owner elects to provide this PPE. Unique PPE required for any *underground work* may include:

- W65 Self Rescuers (must be maintained according to MSHA requirements) (always required when working underground)
- Gas Tester(s) (M40M or equivalent) (may be required depending on location of underground work)
- Cap lamps (may be required depending on location of underground work)

10. The Contractor is responsible for screening all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all EHS requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

11. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, policies, and 29 CFR 1926. The following training is required for all Contractor personnel before they start work:

- For Contractors who will be on site 40 hours or more in a calendar year: OSHA 10-hour Construction course (29 CFR 1926) (Up-to-date Certificates must be made available upon request). Note that current MSHA training certification is also acceptable.
- For all Contractors on site:
 1. Site Specific EHS Orientation and Training (plan for a 3-hour on-site training course conducted by Owner's representatives).
 2. Any other training requirements identified by the Contractor in its CEHSP or by the Owner and communicated to the Contractor, during the bid process and Site Specific EHS Program review.

12. If the Owner perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the Owner will suspend work until safe conditions are re-established. Such stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

13. In the event of an incident, Owner will conduct an incident investigation in accordance with the Owner's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence, and any lessons learned. The Owner will facilitate the incident investigation with Contractor participation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

14. All chemicals to be used at the Owner's facility must be approved by the Owner and Material Safety Data Sheets (MSDS) must be maintained by the Contractor.

15. Smoking or the use of tobacco products is not allowed within the boundaries of the Owner's facility.

16. Contractor acknowledges that periodic drills and exercises are required by Owner to validate the adequacy and effectiveness of Owner's Emergency Response Plan. Contractor also recognizes that such drills and exercises enhance its employees' understanding of Owner's Emergency Response Plan. Contractor agrees to participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. It is understood that Contractor will not be entitled to any additional compensation for participating in these drills or exercises.

17. Contractor agrees to assess whether Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.

18. Owner reserves the right to restrict or deny access of any Contractor employee to the work location.

19. Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to EHS Administrative Assistant Michelle Andresen (mandresen@sanfordlab.org) and to the SDSTA Representative named in the Contract. Hours should be emailed to both Ms. Andresen and the SDSTA Representative no later than the 3rd day of the month for hours worked the previous month.

EXHIBIT C
COMPLIANCE WITH FEDERAL ACTS

Note: This exhibit may be replaced with a similar exhibit outlining federal requirements applicable to the scope of work, depending on the fund source.

The FAR and DEAR clauses listed in this Exhibit, which are located in Chapters 1 and 9 of CFR Title 48 and available at <http://www.gpo.gov/fdsys/> are hereby incorporated by reference as a part of the terms and conditions of this agreement, as prescribed below.

DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a DOE-owned or leased facility.
DEAR 952.204-77	COMPUTER SECURITY (AUG 2006). Applies if the Subcontractor has access to any computers owned, leased or operated by or on behalf of SDSTA or DOE.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011). Applies if the Subcontract involves any further subcontracting opportunities.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007). Note: Download the required EEO Poster at: http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with ALTERNATE I (JUL 1995). Applies if the Subcontract involves the delivery or on-site use of any hazardous materials.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001). Applies if the Subcontract involves the delivery or use of ozone-depleting substances or supplies that may contain or be manufactured with ozone depleting substances.
FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995). Applies if the Subcontract is for services involving the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances, as a refrigerant, such as air conditioners (including motor vehicles), refrigerators, chillers, or freezers.
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007). Applies if the Subcontract involves furnishing, specifying the use of, or using at an LBNL Site any energy-consuming product listed in the ENERGY STAR® Program or DOE's Federal Energy Management Program (FEMP). For information on listed energy-consuming products see: http://www.energystar.gov/products and http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html .
FAR 52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007). Applies if the Subcontract involves the furnishing or use at an LBNL Site of any personal computer products (as defined). Requires personal computer products that are EPEAT Bronze Registered or higher. For information about the standard, see http://www.epeat.net .
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" are paid under the Subcontract by the Subcontractor or a subcontractor at any tier.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATE V and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a). Applies if any "data" will be produced, furnished, or acquired under the Subcontract. If delivery of Limited Rights Data is required, then ALTERNATE II shall apply, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice: 1. Use (except for manufacture) by support services contractors or subcontractors; 2. Evaluation by non-government evaluators; 3. Use (except for manufacture) by other contractors or subcontractors participating in the Government's program of which the specific subcontract is a part; 4. Emergency repair or overhaul work; and 5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work. If delivery of Restricted Computer Software is required, then ALTERNATE III shall apply.
FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves is for the acquisition of commercial computer software.
FAR 52.242-15	STOP-WORK ORDER (AUG 1989), with ALTERNATE I (APR 1984).
FAR 52.244-2	SUBCONTRACTS (OCT 2010), with ALTERNATE I (JUN 2007). Paragraph (d) insert regarding consent is: "Any subcontract or purchase order: (1) for work at an LBNL site; (2) that exceeds \$150,000 and is for other than a "commercial item," as defined in FAR 2.101; or (3) provides for the reimbursement of costs."
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
FAR 52.245-1	GOVERNMENT PROPERTY (AUG 2010)
FAR 52.246-1	CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the Subcontract involves ocean transportation of supplies other than "commercial items", except as described in paragraph (e)(4) of the clause.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500:

FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007). Applies if the Subcontract is principally for the furnishing of services through the use of "service employees" unless the Subcontract qualifies for an exemption.
FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009). Applies if FAR clause 52.222-41 is applicable and the Subcontract is for multiple years or has an option to renew.
FAR 52.222-44	FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT - PRICE ADJUSTMENT (SEP 2009). Applies if FAR Clause 52.222-41 is applicable and FAR clause 52.222-43 does not apply.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$3,000:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009). Applies if the Subcontract is for construction or services in the U.S., except for commercial services that are part of the purchase of a 'commercially available off-the-shelf' (COTS) item, or a COTS item with minor modifications, normally provided for that COTS item and performed by the COTS provider.
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FAR 52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract is for advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

FAR 52.227-3 PATENT INDEMNITY (APR 1984). Applies if commercial supplies are furnished under the Subcontract.

FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (APR 2003)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$5,000,000:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010). Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the DOE Office of the Inspector General, with a copy to the LBNL DOE Contracting Officer.

EXHIBIT D
WAGE DETERMINATION

This attachment contains current minimum wages under the Service Contract Act. For construction work, this exhibit may be replaced with the Davis-Bacon wage and hour requirements.

WD 15-5377 (Rev.-4) was first posted on www.wdol.gov on 08/01/2017

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.: 2015-5377
Revision No.: 4
Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Mellette, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.79
01012 - Accounting Clerk II		13.24
01013 - Accounting Clerk III		15.35
01020 - Administrative Assistant		17.58
01035 - Court Reporter		15.49
01041 - Customer Service Representative I		11.84
01042 - Customer Service Representative II		13.31
01043 - Customer Service Representative III		14.52
01051 - Data Entry Operator I		10.58
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.95
01070 - Document Preparation Clerk		11.39
01090 - Duplicating Machine Operator		11.39
01111 - General Clerk I		10.33
01112 - General Clerk II		11.27
01113 - General Clerk III		12.65
01120 - Housing Referral Assistant		15.94
01141 - Messenger Courier		9.33
01191 - Order Clerk I		10.95
01192 - Order Clerk II		11.95
01261 - Personnel Assistant (Employment) I		13.81
01262 - Personnel Assistant (Employment) II		15.45
01263 - Personnel Assistant (Employment) III		17.38
01270 - Production Control Clerk		16.37
01290 - Rental Clerk		10.77
01300 - Scheduler, Maintenance		12.79
01311 - Secretary I		12.79
01312 - Secretary II		14.31
01313 - Secretary III		15.94

01320 - Service Order Dispatcher	13.03
01410 - Supply Technician	17.58
01420 - Survey Worker	13.05
01460 - Switchboard Operator/Receptionist	11.19
01531 - Travel Clerk I	11.47
01532 - Travel Clerk II	12.17
01533 - Travel Clerk III	12.87
01611 - Word Processor I	11.39
01612 - Word Processor II	12.79
01613 - Word Processor III	14.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.15
05010 - Automotive Electrician	16.37
05040 - Automotive Glass Installer	15.61
05070 - Automotive Worker	15.61
05110 - Mobile Equipment Servicer	14.01
05130 - Motor Equipment Metal Mechanic	17.15
05160 - Motor Equipment Metal Worker	15.61
05190 - Motor Vehicle Mechanic	17.15
05220 - Motor Vehicle Mechanic Helper	13.22
05250 - Motor Vehicle Upholstery Worker	14.81
05280 - Motor Vehicle Wrecker	15.61
05310 - Painter, Automotive	16.37
05340 - Radiator Repair Specialist	15.61
05370 - Tire Repairer	11.31
05400 - Transmission Repair Specialist	17.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.46
07041 - Cook I	11.62
07042 - Cook II	13.35
07070 - Dishwasher	9.40
07130 - Food Service Worker	9.82
07210 - Meat Cutter	13.03
07260 - Waiter/Waitress	9.35
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.34
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	18.34
09090 - Furniture Refinisher Helper	15.85
09110 - Furniture Repairer, Minor	18.24
09130 - Upholsterer	16.68
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.44
11060 - Elevator Operator	10.95
11090 - Gardener	14.61
11122 - Housekeeping Aide	10.95
11150 - Janitor	10.95
11210 - Laborer, Grounds Maintenance	11.37
11240 - Maid or Houseman	9.52
11260 - Pruner	10.25
11270 - Tractor Operator	13.52
11330 - Trail Maintenance Worker	11.37
11360 - Window Cleaner	12.15
12000 - Health Occupations	
12010 - Ambulance Driver	14.04
12011 - Breath Alcohol Technician	16.40
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	22.37
12020 - Dental Assistant	16.03
12025 - Dental Hygienist	29.23
12030 - EKG Technician	24.89
12035 - Electroneurodiagnostic Technologist	24.89
12040 - Emergency Medical Technician	14.04

12071 - Licensed Practical Nurse I	14.66
12072 - Licensed Practical Nurse II	16.40
12073 - Licensed Practical Nurse III	18.27
12100 - Medical Assistant	13.37
12130 - Medical Laboratory Technician	17.38
12160 - Medical Record Clerk	15.74
12190 - Medical Record Technician	18.12
12195 - Medical Transcriptionist	14.43
12210 - Nuclear Medicine Technologist	35.84
12221 - Nursing Assistant I	11.32
12222 - Nursing Assistant II	12.73
12223 - Nursing Assistant III	13.89
12224 - Nursing Assistant IV	15.60
12235 - Optical Dispenser	15.57
12236 - Optical Technician	14.66
12250 - Pharmacy Technician	15.68
12280 - Phlebotomist	15.60
12305 - Radiologic Technologist	24.50
12311 - Registered Nurse I	22.19
12312 - Registered Nurse II	27.15
12313 - Registered Nurse II, Specialist	27.15
12314 - Registered Nurse III	32.84
12315 - Registered Nurse III, Anesthetist	32.84
12316 - Registered Nurse IV	39.36
12317 - Scheduler (Drug and Alcohol Testing)	20.30
12320 - Substance Abuse Treatment Counselor	17.84
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.72
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29
13061 - Media Specialist I	13.02
13062 - Media Specialist II	14.56
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70
13072 - Photographer II	14.21
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	12.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.60
14042 - Computer Operator II	12.97
14043 - Computer Operator III	15.41
14044 - Computer Operator IV	16.16
14045 - Computer Operator V	20.32
14071 - Computer Programmer I	(see 1)
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	11.60
14160 - Personal Computer Support Technician	24.25

14170 - System Support Specialist	27.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.28
15020 - Aircrew Training Devices Instructor (Rated)	33.61
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	27.85
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	17.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	40.44
15086 - Maintenance Test Pilot, Rotary Wing	40.44
15088 - Non-Maintenance Test/Co-Pilot	40.44
15090 - Technical Instructor	16.89
15095 - Technical Instructor/Course Developer	19.75
15110 - Test Proctor	13.04
15120 - Tutor	13.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.51
16030 - Counter Attendant	9.51
16040 - Dry Cleaner	10.86
16070 - Finisher, Flatwork, Machine	9.51
16090 - Presser, Hand	9.51
16110 - Presser, Machine, Drycleaning	9.51
16130 - Presser, Machine, Shirts	9.51
16160 - Presser, Machine, Wearing Apparel, Laundry	9.51
16190 - Sewing Machine Operator	11.45
16220 - Tailor	12.04
16250 - Washer, Machine	9.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.28
19040 - Tool And Die Maker	24.41
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.92
21030 - Material Coordinator	19.12
21040 - Material Expediter	19.12
21050 - Material Handling Laborer	11.00
21071 - Order Filler	9.75
21080 - Production Line Worker (Food Processing)	15.92
21110 - Shipping Packer	13.60
21130 - Shipping/Receiving Clerk	13.60
21140 - Store Worker I	11.35
21150 - Stock Clerk	15.37
21210 - Tools And Parts Attendant	15.92
21410 - Warehouse Specialist	15.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural welder	24.83
23019 - Aircraft Logs and Records Technician	18.84
23021 - Aircraft Mechanic I	22.23
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	25.95
23040 - Aircraft Mechanic Helper	16.54
23050 - Aircraft, Painter	20.95
23060 - Aircraft Servicer	18.84
23070 - Aircraft Survival Flight Equipment Technician	20.95
23080 - Aircraft worker	20.00
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.00
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.23
23110 - Appliance Mechanic	20.16
23120 - Bicycle Repairer	12.54
23125 - Cable splicer	29.72
23130 - Carpenter, Maintenance	14.84

23140 - Carpet Layer	18.98
23160 - Electrician, Maintenance	21.44
23181 - Electronics Technician Maintenance I	19.66
23182 - Electronics Technician Maintenance II	20.95
23183 - Electronics Technician Maintenance III	22.23
23260 - Fabric Worker	17.93
23290 - Fire Alarm System Mechanic	21.34
23310 - Fire Extinguisher Repairer	17.12
23311 - Fuel Distribution System Mechanic	25.60
23312 - Fuel Distribution System Operator	20.00
23370 - General Maintenance Worker	16.79
23380 - Ground Support Equipment Mechanic	22.23
23381 - Ground Support Equipment Servicer	18.84
23382 - Ground Support Equipment Worker	20.00
23391 - Gunsmith I	17.12
23392 - Gunsmith II	19.66
23393 - Gunsmith III	22.23
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.14
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	19.18
23430 - Heavy Equipment Mechanic	23.23
23440 - Heavy Equipment Operator	20.03
23460 - Instrument Mechanic	22.23
23465 - Laboratory/Shelter Mechanic	20.95
23470 - Laborer	11.00
23510 - Locksmith	20.32
23530 - Machinery Maintenance Mechanic	22.23
23550 - Machinist, Maintenance	16.70
23580 - Maintenance Trades Helper	15.85
23591 - Metrology Technician I	22.23
23592 - Metrology Technician II	23.52
23593 - Metrology Technician III	24.70
23640 - Millwright	21.14
23710 - Office Appliance Repairer	20.95
23760 - Painter, Maintenance	15.55
23790 - Pipefitter, Maintenance	19.92
23810 - Plumber, Maintenance	18.77
23820 - Pneudraulic Systems Mechanic	22.23
23850 - Rigger	22.23
23870 - Scale Mechanic	19.66
23890 - Sheet-Metal Worker, Maintenance	19.97
23910 - Small Engine Mechanic	18.98
23931 - Telecommunications Mechanic I	27.04
23932 - Telecommunications Mechanic II	28.59
23950 - Telephone Lineman	21.52
23960 - Welder, Combination, Maintenance	16.51
23965 - Well Driller	17.76
23970 - Woodcraft Worker	22.23
23980 - Woodworker	17.12
24000 - Personal Needs Occupations	
24550 - Case Manager	11.82
24570 - Child Care Attendant	9.26
24580 - Child Care Center Clerk	12.39
24610 - Chore Aide	10.40
24620 - Family Readiness And Support Services Coordinator	11.82
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.19
25040 - Sewage Plant Operator	18.14
25070 - Stationary Engineer	21.19
25190 - Ventilation Equipment Tender	15.43

25210 - Water Treatment Plant Operator	18.14
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.81
27007 - Baggage Inspector	11.45
27008 - Corrections Officer	15.39
27010 - Court Security Officer	18.09
27030 - Detection Dog Handler	14.45
27040 - Detention Officer	15.39
27070 - Firefighter	17.46
27101 - Guard I	11.45
27102 - Guard II	13.38
27131 - Police Officer I	18.61
27132 - Police Officer II	20.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.39
28042 - Carnival Equipment Repairer	13.27
28043 - Carnival Worker	9.39
28210 - Gate Attendant/Gate Tender	16.40
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	18.35
28510 - Recreation Aide/Health Facility Attendant	13.38
28515 - Recreation Specialist	19.46
28630 - Sports Official	14.60
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.66
29020 - Hatch Tender	19.66
29030 - Line Handler	19.66
29041 - Stevedore I	18.38
29042 - Stevedore II	20.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	15.10
30022 - Archeological Technician II	16.89
30023 - Archeological Technician III	20.91
30030 - Cartographic Technician	20.91
30040 - Civil Engineering Technician	19.43
30051 - Cryogenic Technician I	23.17
30052 - Cryogenic Technician II	25.59
30061 - Drafter/CAD Operator I	15.10
30062 - Drafter/CAD Operator II	16.89
30063 - Drafter/CAD Operator III	18.82
30064 - Drafter/CAD Operator IV	23.17
30081 - Engineering Technician I	13.45
30082 - Engineering Technician II	15.10
30083 - Engineering Technician III	16.89
30084 - Engineering Technician IV	20.91
30085 - Engineering Technician V	25.59
30086 - Engineering Technician VI	30.96
30090 - Environmental Technician	18.90
30095 - Evidence Control Specialist	20.91
30210 - Laboratory Technician	18.82
30221 - Latent Fingerprint Technician I	23.17
30222 - Latent Fingerprint Technician II	25.59
30240 - Mathematical Technician	20.91
30361 - Paralegal/Legal Assistant I	17.18
30362 - Paralegal/Legal Assistant II	21.30
30363 - Paralegal/Legal Assistant III	26.06
30364 - Paralegal/Legal Assistant IV	31.53
30375 - Petroleum Supply Specialist	25.59
30390 - Photo-Optics Technician	20.20

30395 - Radiation Control Technician	25.59
30461 - Technical Writer I	21.02
30462 - Technical Writer II	25.71
30463 - Technical Writer III	31.10
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	23.17
30502 - Weather Forecaster II	28.18
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 18.82
30621 - Weather Observer, Senior	(see 2) 20.91
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.42
31030 - Bus Driver	15.29
31043 - Driver Courier	11.71
31260 - Parking and Lot Attendant	10.52
31290 - Shuttle Bus Driver	13.61
31310 - Taxi Driver	11.67
31361 - Truckdriver, Light	13.61
31362 - Truckdriver, Medium	14.53
31363 - Truckdriver, Heavy	17.23
31364 - Truckdriver, Tractor-Trailer	17.23
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.66
99050 - Desk Clerk	10.54
99095 - Embalmer	24.42
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	13.13
99252 - Laboratory Animal Caretaker II	14.07
99260 - Marketing Analyst	25.78
99310 - Mortician	24.42
99410 - Pest Controller	19.38
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	15.44
99730 - Refuse Collector	11.92
99810 - Sales Clerk	11.88
99820 - School Crossing Guard	12.66
99830 - Survey Party Chief	18.50
99831 - Surveying Aide	11.91
99832 - Surveying Technician	15.49
99840 - Vending Machine Attendant	14.12
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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)).