

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
219 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604

Request for Quotation
Digital Conversion of Microfiche

Purchasing Agent: Alexander A. Castaneda
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Date of Solicitation: Monday, June 13, 2016
Date for Receipt of Quote: Monday, June 27, 2016

This Request for Quotation (RFQ) is for the purpose of acquiring pricing for the digital conversion of Microfiche sheets to PDF images.

Special Notes:

This is a request for **Open Market Pricing**.

All quotes must be received by **Monday, June 27, 2016, at 12:00 PM (CST)**. Quotations must be e-mailed to procurement_ilnd@ilnd.uscourts.gov. Any quote that is deemed incomplete will be considered technically unacceptable. Pricing is to be provided on the attached quote sheet and the quote must include detailed information addressing requirements of RFQ to be considered for award. It is the sole responsibility of the quoter to confirm receipt of its quote with the US District Court. For additional information or clarification concerning the RFQ, please contact Alex Castaneda at the e-mail address above.

The judiciary expects to award one contract (fixed price per image processed, subject to a stated maximum contract ceiling dollar value) from this RFQ based on the lowest priced, technically acceptable offer. Technical requirements are listed below in the Statement of Work. Vendor selected for award must be willing to accept a judiciary Purchase Order. Payment under the contract will be made in arrears based on the volume of images processed.

Attached please find the wage determination statements from the Department of Labor (ATTACHMENT #1). All vendors that perform services for the US District Court are required to follow the Department of Labor Wage Determination guidelines.

Questions concerning this RFQ must be submitted in writing to Alex Castaneda at the above listed email address by **June 20, 2016**. Answers to all questions will be provided to all interested vendors by **June 22, 2016**.

**INFORMATION AND QUOTE SHEET FOR
DIGITAL CONVERSION OF MICROFICHE RFQ**

Item No.	Description	Estimated Maximum Quantity*	Unit	Unit Price	Extended Price
1	<i>Image scanning and auditing in accordance with statement of work**</i>	1,600,000	Per Image		
2	<i>Index each microfiche by microfiche number, docket number to docket number</i>	5,700	Per Sheet of Fiche		
3	<i>Pick-up and Delivery Fees</i>	1	JB		
				TOTAL	

***Quantity is the District Court's best estimate of the number of images that require conversion. Actual amount to be paid to the contractor will be based on actual number of images converted by the Vendor and accepted by the District Court.**

Vendor shall revise table to show any applicable volume discounts.

****Detailed quotes regarding compliance with requirements of the SOW may be attached to the completed quote sheet.**

Vendor's Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

Printed or Typed Name of Signator

DUNS Number

Discount Terms or Net 30?

STATEMENT OF WORK (SOW)

1.1 INTRODUCTION

The U.S. District Court for the Northern District of Illinois, hereafter referred to as the District Court, has an objective to develop an electronic catalog of images that are now only currently available on microfiche sheets. For the purpose of this SOW, the private firm considered to provide the work and services outlined in this SOW shall hereafter be referred to as the CONTRACTOR. The CONTRACTOR, through its employees, will provide labor and other direct costs (equipment and materials) required to complete the work identified in this document.

1.2 OBJECTIVES

The purpose of the project is to initiate and complete the scanning and digital storage of all microfiche images currently stored at the District Court. This project will help the District Court reduce the degradation of the information quality and increase court-wide access to the materials.

1.3 SCOPE

This project involves microfiche preparation, loading, scanning, verification, and storage of electronic images contained in an estimated 28.5" of microfiche sheets. The media is aged and loss of data is a risk. In addition, the supporting microfiche equipment is becoming more obsolete and its support is often difficult, costly or unavailable.

1.4 MICROFICHE VOLUME AND CONDITION

There is an estimated 28.5" of microfiche sheets. The District Court estimates that there are approximately 270 images per sheet. The set that the District Court is digitizing is the original set and must be handled with great care.

1.5 PICK-UP AND DELIVERY OF MICROFICHE

The District Court requires that the original set of microfiche must be returned at the conclusion of the project. Because the set of the microfiche that the District Court is digitizing is the original set, the CONTRACTOR must arrange for the safest and securest form of transport to/from the District Court location to/from the CONTRACTOR's work site. The District Court and CONTRACTOR will agree on a plan acceptable to the parties prior to the start of work.

1.6 DATA BREACHES

The CONTRACTOR shall be required to prevent and remedy data breaches and to provide the District Court and the Administrative Office of the US Courts (AO) with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the District Court and the AO to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event that a breach occurs. Special attention should be paid to OMB Memorandum 06-19 (July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract.

1.7 USE OF SUBCONTRACTORS

Advance approval is required for the use of subcontractors on this project. The CONTRACTOR must give the District Court's Contracting Officer advance notice of its intent subcontract, and receive written approval of the subcontract from the Contracting Officer before permitting any subcontractor to perform work under this contract.

2.0 DESCRIPTION OF DELIVERABLES

The deliverables for this project comprise the following items: microfiche preparation, microfiche content digital production process, digital image validation and quality control.

2.1 PRODUCT DELIVERY

CONTRACTOR must propose a schedule for completing the work and it must be approved and agreed upon by the District Court. .

2.2 FILE NAMING CONVENTION

CONTRACTOR must propose a file naming convention and it must be approved and agreed upon by the District Court. This will be completed after award is made. This may include using Optical Character Recognition to incorporate the title section of the microfiche.

2.3 ELECTRONIC DOCUMENT AVAILABILITY CONSTRAINTS

Because this set of microfiche is the lone original set, the District Court may require immediate access to images in the CONTRACTOR's possession. The CONTRACTOR will be required to take the necessary steps to ensure that the requested microfiche is scanned and emailed to the District Court within 24 hours of receiving a request.

2.4 DIGITAL CONVERSION

The CONTRACTOR shall scan the microfiche images and take all necessary steps to ensure that the digital image product is accurate, complete, and fully readable and representative of or identical to the original. Accurate means that the digital document corresponds to the original microfiche image. Complete means that the digital document contains an exact duplicate of the number of pages stored by the microfiche sheet. Readable means that the digital document presents information identifiable with certainty by the human eye. These steps include but are not limited to:

- Selecting the scanning parameters (resolution, black/white output, contrast, brightness, flat-bed or ADF settings) to ensure readability of the digital document's content.
- Determining the storage location for the digital output.
- Maintaining consistency in the file naming convention for the digital output.
- Creating and validating the electronic PDF files that contain the scanned microfilm content.

2.5 CRITERIA AND REVIEW PERIOD FOR DELIVERABLE(S)

The District Court will conduct testing of the PDF files during the production process and provide acceptance or rejection within 120 workdays after review. The CONTRACTOR shall correct deficiencies and resubmit within 30 workdays after rejection. Partial payment will be offered upon completion of the production process.

2.6 ACCEPTANCE CRITERIA

Minimum acceptance criteria for the District Court are listed below. Additional criteria to be utilized during the life of the project can be further developed and agreed to by the CONTRACTOR and District Court.

- Complete page/microfiche is captured
- Images are not skewed, speckled, blurred, indistinct or illegible
- Embossed raised seals must be indicated with a stamp

- Image size, resolution, and page orientation are correct
- Images and indices are produced correctly
- No pages are missing or duplicated
- Document assembly is performed on multi-page documents
- Logical order is maintained to preserve document integrity
- All images have been imaged and have an index file and can be text searched

3.0 TECHNICAL REQUIREMENTS

The following requirements apply to work performed under the contract:

3.1 SCANNING SPECIFICATIONS

The CONTRACTOR's scan output must conform to a PDF file format. The creation of the PDF should be at least 300 DPI, which is the archival requirement for permanent records at the National Archives and Records Administration.

Each converted image must include no overlap with the preceding or following scanned image on the microfiche.

Each converted image must achieve and maintain the highest level of OCR possible given the condition of the original image.

3.2 SECURITY

Microfiche content may contain confidential information that should not be viewed and disseminated to anyone not specifically involved in the digitization process.

Employees of the CONTRACTOR assigned to work on the project will be required to pass a background screening before working on the project.

Upon request and prior to the project's start date, CONTRACTOR must provide the District Court with each employee's completed *Authorization to Release Information* form (ATTACHMENT #2). This form is required to conduct the appropriate security check of all individuals CONTRACTOR proposes to use to complete this project. Employees will also be required to sign and abide by the terms of the District Court's *Non-Disclosure Agreement* (ATTACHMENT #3).

3.3 MAINTAIN LOGS

The CONTRACTOR shall maintain a transaction log to document production, including the results of the review and validation of digital documents. This log supports and provides evidence of adherence to established quality control procedures. This log shall be proposed by the CONTRACTOR and accepted by the District Court.

In addition, the CONTRACTOR shall maintain a production log that will advise the District Court as to the progress of the production. At a minimum, it will list the number of sheets and images processed by day. The form and format of this report will be agreed to by the CONTRACTOR and District Court prior to the start of production.

3.4 QUALITY ASSURANCE (QA) REVIEW

Quality assurance is critical to this project. Microfiche scanning requires a quality control phase and the CONTRACTOR is required to state what method of review and correction it will offer as part of this solicitation, that addresses de-skewing, de-speckling, multi-feeds, and other potential quality or production issues.

The CONTRACTOR shall perform the following steps:

- Scan and create PDF files.
- Review scanned images for proper sequence order/pagination and orientation.
- Verify legibility of text, proper document type, and correct number of documents in case file.
- Identify, segregate, correct, and re-process documents with errors.
- Identify, correct, verify, and update file naming convention errors.
- Deploy a consistent documented process that ensures authenticity and appropriate custody of the images created and stored.

3.5 QUALITY ASSURANCE (QA) CRITERIA

Below are general descriptions of the minimum QA processes desired. CONTRACTOR's QA plan must include examples of how each listed process will be employed over the course of the project. Additional processes may also be included as the District Court seeks "Best Practices" for managing the quality of the conversion.

- Image Tracking
- 100% page-for-page (fiche-for-fiche) scan QA
- QA reprocessing
- Quality review by quality lead
- Internal audits of operators in all departments

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

INSTRUCTIONS, CONDITIONS AND NOTICE TO VENDORS SUBMITTING QUOTES

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained in this solicitation. Proposals must be complete, well organized, self-sufficient (i.e., understandable without reference to extraneous documents other than this solicitation) and respond directly to the requirements of this solicitation.

Proposals shall consist of two (2) separate sections:

Section 1 of the quote (Price Proposal and Solicitation Documentation) shall consist of the completed "INFORMATION AND QUOTE SHEET FOR DIGITAL CONVERSION OF MICROFICHE RFQ," a copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011) completed by the vendor and, if the vendor is requesting an exemption from application of the Service Contract Act, a copy of Provision 3-220, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011), completed by the vendor.

Section 2 of the quote (Technical Proposal) shall include two parts

Part 1 of the Technical Proposal shall provide information about the approach the vendor will use to ensure compliance with all technical requirements stated in the Statement of Work, including: safe and secure transport and safekeeping of original and digital judiciary record; prompt availability upon request by the judiciary of records in the vendor's possession; tracking system to be used during processing of originals; and the quality control measures to be taken to ensure the digital records created from the originals are accurate, complete, and fully readable and representative of or identical to the original. In addition, the vendor must provide a list of individuals proposed to work on the project and a proposed schedule must be included in this part of the quote.

Part 2 of the Technical Proposal must describe three projects the firm has completed within the past three years, which are equal to or similar in scope to this requirement. The Vendor must provide the task dates and pertinent information in order to demonstrate how the previous tasks are comparable to this requirement. The Vendor shall include points of contact, titles, telephone numbers, and e-mail addresses (if available).

Award will be made to the responsible offeror whose quote is determined to conform to all required terms and conditions of this solicitation, include all required representations and certifications, meet all requirements set forth in this solicitation and provide the lowest evaluated price while meeting or exceeding acceptability standards, based on the results of the evaluation described below. Any finding of Deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

The judiciary will evaluate the technical proposal as acceptable or unacceptable, based on the following criteria. Being rated "Unacceptable" under either of the two evaluation criteria will render a proposal Technically Unacceptable and therefore not eligible for award.

- (a) Technical Approach – Proposals will be evaluated to determine whether or not the services proposed meet the minimum requirements of the solicitation. Proposals that meet the minimum requirements will be rated "Acceptable" and those that do not will be rated "Unacceptable" under this evaluation criterion.
- (b) Past Performance - The judiciary will evaluate the offeror's record of recent, relevant past performance to ascertain whether the offeror's history of past performance demonstrates an acceptable level of quality or not. Quality assessments will include review of customer satisfaction with respect to compliance of services/products to contract requirements, effectiveness of project management, timeliness of performance, commitment to customer satisfaction and business-like conduct, and other comments made by relevant points of contact. Offeror's demonstrating an acceptable quality of past performance will be rated "Acceptable" and those that do not will be rated "Unacceptable" under this evaluation criterion.

The judiciary will make an award decision based on information in the submitted proposals and upon recent, relevant past performance information. The judiciary will make a best effort to gather information about the quality of the offeror's past performance under each past performance contract referenced in the offeror's proposal. In addition to gathering information from sources identified by the offeror in its proposal, the judiciary may use data obtained from other sources, including data in government files or data obtained through interviews with personnel familiar with the offeror and its/their performance under recent, relevant Federal, State or Local government or commercial contracts in order to assess the quality of the offeror's past performance.

APPLICABLE JUDICIARY TERMS AND CONDITIONS

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

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

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

- Clause 2-60 Stop-Work Order (JAN 2010)
- Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-30 Public Use of the Name of the Judiciary (JUN 2013)
- Clause 7-35 Disclosure or Use of Information (APR 2013)
- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-75 Subcontracts (JAN 2003)
- Clause 7-115 Availability of Funds (JAN 2003)

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

- Clause 2-90C Option to Extend Services (APR 2013)

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

- Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than _____ calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least _____ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months) (years).

4. Incorporation of Department of Labor Wage Rate Determination

Please see ATTACHMENT #1.

SOLICITATION PROVISIONS/VENDOR CERTIFICATIONS

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

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

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

Solicitation Provisions Incorporated by Reference

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

Additional Solicitation Provisions

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

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

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

(a) *Definitions.*

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

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

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

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

- [] TIN has been applied for.
- [] TIN is not required, because:

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

(e) *Type of organization:*

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

(f) *Contractor representations.*

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

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

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

(a) The offeror shall check following certification:

CERTIFICATION

The offeror does does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

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

(a) The offeror shall check following certification:

CERTIFICATION

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

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

ATTACHMENT #1

ATTACHMENT #1

WD 15-5017 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.:	2015-5017
Director	Wage Determinations	Revision No.:	2
		Date Of Revision:	12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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: Illinois

Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, McHenry

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.25
01012 - Accounting Clerk II		19.37
01013 - Accounting Clerk III		21.66
01020 - Administrative Assistant		28.01
01035 - Court Reporter		20.25
01041 - Customer Service Representative I		13.86
01042 - Customer Service Representative II		15.58
01043 - Customer Service Representative III		16.99
01051 - Data Entry Operator I		14.81
01052 - Data Entry Operator II		16.15
01060 - Dispatcher, Motor Vehicle		22.93
01070 - Document Preparation Clerk		13.67
01090 - Duplicating Machine Operator		13.67
01111 - General Clerk I		13.29
01112 - General Clerk II		14.50
01113 - General Clerk III		16.34
01120 - Housing Referral Assistant		22.12
01141 - Messenger Courier		13.12
01191 - Order Clerk I		16.00
01192 - Order Clerk II		17.58
01261 - Personnel Assistant (Employment) I		17.84
01262 - Personnel Assistant (Employment) II		19.95
01263 - Personnel Assistant (Employment) III		22.24
01270 - Production Control Clerk		22.59
01290 - Rental Clerk		17.41
01300 - Scheduler, Maintenance		18.36
01311 - Secretary I		18.36
01312 - Secretary II		19.84
01313 - Secretary III		22.12

01320 - Service Order Dispatcher	21.04
01410 - Supply Technician	28.01
01420 - Survey Worker	19.19
01460 - Switchboard Operator/Receptionist	13.53
01531 - Travel Clerk I	13.47
01532 - Travel Clerk II	14.57
01533 - Travel Clerk III	15.76
01611 - Word Processor I	15.50
01612 - Word Processor II	17.41
01613 - Word Processor III	19.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.08
05010 - Automotive Electrician	24.16
05040 - Automotive Glass Installer	23.05
05070 - Automotive Worker	23.05
05110 - Mobile Equipment Servicer	20.85
05130 - Motor Equipment Metal Mechanic	27.79
05160 - Motor Equipment Metal Worker	23.05
05190 - Motor Vehicle Mechanic	27.79
05220 - Motor Vehicle Mechanic Helper	19.73
05250 - Motor Vehicle Upholstery Worker	21.96
05280 - Motor Vehicle Wrecker	23.09
05310 - Painter, Automotive	24.16
05340 - Radiator Repair Specialist	23.05
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	27.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71
07041 - Cook I	13.34
07042 - Cook II	15.03
07070 - Dishwasher	10.19
07130 - Food Service Worker	10.52
07210 - Meat Cutter	13.72
07260 - Waiter/Waitress	9.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.06
09040 - Furniture Handler	14.52
09080 - Furniture Refinisher	20.06
09090 - Furniture Refinisher Helper	16.37
09110 - Furniture Repairer, Minor	18.23
09130 - Upholsterer	20.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.32
11060 - Elevator Operator	12.75
11090 - Gardener	16.87
11122 - Housekeeping Aide	12.75
11150 - Janitor	12.75
11210 - Laborer, Grounds Maintenance	13.50
11240 - Maid or Houseman	12.11
11260 - Pruner	12.35
11270 - Tractor Operator	15.81
11330 - Trail Maintenance Worker	13.50
11360 - Window Cleaner	13.95
12000 - Health Occupations	
12010 - Ambulance Driver	19.13
12011 - Breath Alcohol Technician	19.13
12012 - Certified Occupational Therapist Assistant	25.91
12015 - Certified Physical Therapist Assistant	26.72
12020 - Dental Assistant	17.31
12025 - Dental Hygienist	35.16
12030 - EKG Technician	26.94

12035 - Electroneurodiagnostic Technologist	26.94
12040 - Emergency Medical Technician	19.13
12071 - Licensed Practical Nurse I	18.62
12072 - Licensed Practical Nurse II	20.83
12073 - Licensed Practical Nurse III	23.23
12100 - Medical Assistant	15.83
12130 - Medical Laboratory Technician	20.42
12160 - Medical Record Clerk	16.98
12190 - Medical Record Technician	18.38
12195 - Medical Transcriptionist	17.07
12210 - Nuclear Medicine Technologist	34.61
12221 - Nursing Assistant I	11.71
12222 - Nursing Assistant II	13.16
12223 - Nursing Assistant III	14.36
12224 - Nursing Assistant IV	16.12
12235 - Optical Dispenser	16.10
12236 - Optical Technician	17.48
12250 - Pharmacy Technician	15.58
12280 - Phlebotomist	16.81
12305 - Radiologic Technologist	31.10
12311 - Registered Nurse I	29.17
12312 - Registered Nurse II	32.57
12313 - Registered Nurse II, Specialist	32.57
12314 - Registered Nurse III	38.43
12315 - Registered Nurse III, Anesthetist	38.43
12316 - Registered Nurse IV	46.07
12317 - Scheduler (Drug and Alcohol Testing)	25.81
12320 - Substance Abuse Treatment Counselor	16.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.92
13012 - Exhibits Specialist II	27.16
13013 - Exhibits Specialist III	33.22
13041 - Illustrator I	21.63
13042 - Illustrator II	26.80
13043 - Illustrator III	32.77
13047 - Librarian	35.08
13050 - Library Aide/Clerk	14.14
13054 - Library Information Technology Systems Administrator	29.01
13058 - Library Technician	17.38
13061 - Media Specialist I	21.16
13062 - Media Specialist II	23.66
13063 - Media Specialist III	26.39
13071 - Photographer I	18.50
13072 - Photographer II	20.70
13073 - Photographer III	25.64
13074 - Photographer IV	31.35
13075 - Photographer V	37.94
13090 - Technical Order Library Clerk	14.56
13110 - Video Teleconference Technician	18.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.11
14042 - Computer Operator II	20.25
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.79
14071 - Computer Programmer I	(see 1) 25.49
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.11
14160 - Personal Computer Support Technician		25.09
14170 - System Support Specialist		30.83
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.22
15020 - Aircrew Training Devices Instructor (Rated)		41.82
15030 - Air Crew Training Devices Instructor (Pilot)		46.94
15050 - Computer Based Training Specialist / Instructor		36.22
15060 - Educational Technologist		30.14
15070 - Flight Instructor (Pilot)		46.94
15080 - Graphic Artist		26.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.43
15086 - Maintenance Test Pilot, Rotary Wing		39.43
15088 - Non-Maintenance Test/Co-Pilot		39.43
15090 - Technical Instructor		27.45
15095 - Technical Instructor/Course Developer		28.35
15110 - Test Proctor		18.71
15120 - Tutor		18.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.48
16030 - Counter Attendant		10.48
16040 - Dry Cleaner		12.68
16070 - Finisher, Flatwork, Machine		10.48
16090 - Presser, Hand		10.48
16110 - Presser, Machine, Drycleaning		10.48
16130 - Presser, Machine, Shirts		10.48
16160 - Presser, Machine, Wearing Apparel, Laundry		10.48
16190 - Sewing Machine Operator		13.65
16220 - Tailor		14.61
16250 - Washer, Machine		11.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.40
19040 - Tool And Die Maker		28.57
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.53
21030 - Material Coordinator		22.59
21040 - Material Expediter		22.59
21050 - Material Handling Laborer		18.12
21071 - Order Filler		13.80
21080 - Production Line Worker (Food Processing)		16.53
21110 - Shipping Packer		16.66
21130 - Shipping/Receiving Clerk		16.66
21140 - Store Worker I		14.16
21150 - Stock Clerk		18.55
21210 - Tools And Parts Attendant		16.53
21410 - Warehouse Specialist		16.53
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.96
23019 - Aircraft Logs and Records Technician		26.24
23021 - Aircraft Mechanic I		31.22
23022 - Aircraft Mechanic II		32.96
23023 - Aircraft Mechanic III		34.54
23040 - Aircraft Mechanic Helper		22.42
23050 - Aircraft, Painter		27.49
23060 - Aircraft Servicer		26.24
23070 - Aircraft Survival Flight Equipment Technician		27.49
23080 - Aircraft Worker		27.52
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		27.52

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.22
23110 - Appliance Mechanic	22.50
23120 - Bicycle Repairer	15.92
23125 - Cable Splicer	30.46
23130 - Carpenter, Maintenance	35.05
23140 - Carpet Layer	32.44
23160 - Electrician, Maintenance	37.40
23181 - Electronics Technician Maintenance I	26.30
23182 - Electronics Technician Maintenance II	27.75
23183 - Electronics Technician Maintenance III	29.24
23260 - Fabric Worker	21.01
23290 - Fire Alarm System Mechanic	27.57
23310 - Fire Extinguisher Repairer	23.50
23311 - Fuel Distribution System Mechanic	29.85
23312 - Fuel Distribution System Operator	24.92
23370 - General Maintenance Worker	23.74
23380 - Ground Support Equipment Mechanic	31.22
23381 - Ground Support Equipment Servicer	26.24
23382 - Ground Support Equipment Worker	27.52
23391 - Gunsmith I	23.50
23392 - Gunsmith II	26.48
23393 - Gunsmith III	29.44
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.82
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	28.18
23430 - Heavy Equipment Mechanic	29.37
23440 - Heavy Equipment Operator	39.15
23460 - Instrument Mechanic	26.83
23465 - Laboratory/Shelter Mechanic	27.70
23470 - Laborer	13.78
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	26.11
23550 - Machinist, Maintenance	27.46
23580 - Maintenance Trades Helper	16.14
23591 - Metrology Technician I	26.83
23592 - Metrology Technician II	28.19
23593 - Metrology Technician III	29.50
23640 - Millwright	30.22
23710 - Office Appliance Repairer	23.17
23760 - Painter, Maintenance	25.93
23790 - Pipefitter, Maintenance	34.10
23810 - Plumber, Maintenance	32.36
23820 - Pneudraulic Systems Mechanic	29.44
23850 - Rigger	28.51
23870 - Scale Mechanic	26.48
23890 - Sheet-Metal Worker, Maintenance	33.43
23910 - Small Engine Mechanic	19.13
23931 - Telecommunications Mechanic I	27.78
23932 - Telecommunications Mechanic II	29.10
23950 - Telephone Lineman	30.45
23960 - Welder, Combination, Maintenance	20.97
23965 - Well Driller	30.45
23970 - Woodcraft Worker	29.44
23980 - Woodworker	19.82
24000 - Personal Needs Occupations	
24550 - Case Manager	14.63
24570 - Child Care Attendant	11.38
24580 - Child Care Center Clerk	14.27
24610 - Chore Aide	10.38

24620 - Family Readiness And Support Services Coordinator	14.63
24630 - Homemaker	16.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.98
25040 - Sewage Plant Operator	28.77
25070 - Stationary Engineer	33.98
25190 - Ventilation Equipment Tender	25.34
25210 - Water Treatment Plant Operator	28.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.63
27007 - Baggage Inspector	13.31
27008 - Corrections Officer	28.69
27010 - Court Security Officer	28.69
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	28.69
27070 - Firefighter	29.47
27101 - Guard I	13.31
27102 - Guard II	16.66
27131 - Police Officer I	32.69
27132 - Police Officer II	36.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.37
28042 - Carnival Equipment Repairer	14.31
28043 - Carnival Worker	10.02
28210 - Gate Attendant/Gate Tender	16.44
28310 - Lifeguard	13.10
28350 - Park Attendant (Aide)	18.37
28510 - Recreation Aide/Health Facility Attendant	10.81
28515 - Recreation Specialist	17.83
28630 - Sports Official	14.64
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.15
29020 - Hatch Tender	27.15
29030 - Line Handler	27.15
29041 - Stevedore I	25.71
29042 - Stevedore II	28.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.99
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.57
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.37
30021 - Archeological Technician I	17.64
30022 - Archeological Technician II	19.73
30023 - Archeological Technician III	25.81
30030 - Cartographic Technician	26.98
30040 - Civil Engineering Technician	26.71
30051 - Cryogenic Technician I	25.79
30052 - Cryogenic Technician II	28.48
30061 - Drafter/CAD Operator I	17.64
30062 - Drafter/CAD Operator II	19.73
30063 - Drafter/CAD Operator III	21.99
30064 - Drafter/CAD Operator IV	28.96
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.39
30083 - Engineering Technician III	22.81
30084 - Engineering Technician IV	28.26
30085 - Engineering Technician V	34.56
30086 - Engineering Technician VI	45.66
30090 - Environmental Technician	22.17
30095 - Evidence Control Specialist	23.29

30210 - Laboratory Technician	22.13
30221 - Latent Fingerprint Technician I	36.47
30222 - Latent Fingerprint Technician II	40.27
30240 - Mathematical Technician	25.18
30361 - Paralegal/Legal Assistant I	21.05
30362 - Paralegal/Legal Assistant II	26.08
30363 - Paralegal/Legal Assistant III	31.89
30364 - Paralegal/Legal Assistant IV	38.59
30375 - Petroleum Supply Specialist	28.48
30390 - Photo-Optics Technician	26.33
30395 - Radiation Control Technician	28.48
30461 - Technical Writer I	26.76
30462 - Technical Writer II	32.65
30463 - Technical Writer III	39.34
30491 - Unexploded Ordnance (UXO) Technician I	25.41
30492 - Unexploded Ordnance (UXO) Technician II	30.75
30493 - Unexploded Ordnance (UXO) Technician III	36.86
30494 - Unexploded (UXO) Safety Escort	25.41
30495 - Unexploded (UXO) Sweep Personnel	25.41
30501 - Weather Forecaster I	25.79
30502 - Weather Forecaster II	31.37
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.75
31020 - Bus Aide	19.00
31030 - Bus Driver	25.22
31043 - Driver Courier	19.14
31260 - Parking and Lot Attendant	12.59
31290 - Shuttle Bus Driver	21.43
31310 - Taxi Driver	15.18
31361 - Truckdriver, Light	21.43
31362 - Truckdriver, Medium	22.78
31363 - Truckdriver, Heavy	24.15
31364 - Truckdriver, Tractor-Trailer	24.15
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.99
99030 - Cashier	9.94
99050 - Desk Clerk	11.94
99095 - Embalmer	27.32
99130 - Flight Follower	25.41
99251 - Laboratory Animal Caretaker I	14.03
99252 - Laboratory Animal Caretaker II	15.43
99260 - Marketing Analyst	27.97
99310 - Mortician	35.46
99410 - Pest Controller	19.31
99510 - Photofinishing Worker	15.92
99710 - Recycling Laborer	23.33
99711 - Recycling Specialist	27.33
99730 - Refuse Collector	21.36
99810 - Sales Clerk	13.81
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	24.92
99831 - Surveying Aide	15.64
99832 - Surveying Technician	21.43
99840 - Vending Machine Attendant	14.63
99841 - Vending Machine Repairer	17.43
99842 - Vending Machine Repairer Helper	14.63

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

**AUTHORIZATION TO RELEASE INFORMATION**

Name _____
 Last First Middle Name Maiden Name

List all other names that you have used or been known by _____

Current Address _____
 Street Address or P.O. Box City State Zip Code

Date of Birth _____ **Place of Birth** _____
 Month/Date/Year City State/Country

Country of Citizenship _____ **Social Security #** _____ **Phone #** _____

Sex Male **Race** White Black **Height** _____ **Weight** _____
 Female Hispanic Asian **Hair Color** _____ **Eye Color** _____
 Other _____

Driver's License # _____ **State** _____ **Email Address** _____

Name of Spouse _____ **Applicant** _____
 Supervisor/Judge

Emergency Contact _____ **Contractor** _____
 Company name

Emergency Contact Phone _____

TO WHOM IT MAY CONCERN:

I, the undersigned, hereby authorize the Office of the Clerk of the United States District Court for the Northern District of Illinois or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my employment, education records (including but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records), financial records and criminal records (including history of vehicle violations). This data will be used as part of the criminal background investigation process of your appointment to the Court.

I hereby direct you to release such information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for the United States District Court Clerk's Office official use.

I hereby release you, as custodian of such records, and school, college, or university, or other educational institution; hospital or other repository records; social service agency; any employer, or retail business establishment including its officers, employees, or related personnel both individually and collectively, from and all liability for damages of whatever kind which may at any time result to me, my heirs, family, because of compliance with this authorization and request for information or any other attempt to comply with it.

I hereby waive my rights under the Privacy Act, 5 U.S.C. 552a (Supp. IV, 1974), and authorize the disclosure to the Clerk's Office, United States District Court for the Northern District of Illinois, or its authorized representative(s) or employee(s), and all information pertaining to me, contained in the files or systems of records maintained by any government agency subject to the Privacy Act, which such agency sees fit to convey, either orally or in writing, to the aforementioned Clerk's Office.

I hereby waive any rights I may have under the Privacy Act to prior notice of such disclosure or any rights I may have to an accounting of such disclosure to the aforementioned Clerk's Office.

SIGNATURE FOR AUTHORIZATION

Authorizing Signature - Full Name **Date** **Received By - Name of Court Official** **Date**

**United States District Court
Northern District of Illinois**

Non-Disclosure Agreement

Agreement between United States District Court, Northern District of Illinois and

(Contractor)

Date _____

Reference Purchase Order # _____

Clause 7-30, Public Use of the Name of the Federal Judiciary

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

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

Clause 7-35, Disclosure or Use of Information

(a) Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer. This clause takes precedence over and is an explicit limitation to the rights enumerated in section (d)(2) of [Clause 6-60, Rights in Data – General](#).

(b) To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.

(c) The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by [18 U.S.C. § 641](#). That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with unauthorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

(d) Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others.

(e) Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.

(f) The judiciary and contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the contractor shall consult with the contracting officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.

(g) The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.

(h) The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.

(i) The contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the contracting officer. The contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the contracting officer, except as access may be necessary for authorized employees of the contractor to perform services under this contract.

(j) Notwithstanding any other provision of this contract, the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document to a private person without the express written permission of the contracting officer. Notwithstanding any other provision of this contract, the contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the contracting officer.

Thomas G. Bruton
Clerk of Court
US District Court,
Northern District of Illinois

Date

Contractor

Date