

**United States Bankruptcy Court  
District of New Jersey**

*Request for Quotation*

**Request Date: June 29, 2024**

**Deadline for Quotes: July 12, 2024, by 12:00 PM**

**Project Review Meeting/Field Inspection: By request**

**Project: Cyclical Carpet – US Bankruptcy Court-DNJ Trenton Chambers  
Room # 342**

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**To: VIA EMAIL and Website Posting**

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**Special Notes and Requirements:**

- This is a Request for Quotation (RFQ) for materials and services in connection with Cyclical Carpet replacement and Hardwood Floor Refinishing for the U.S. Bankruptcy Court (USBC), District of New Jersey in the U.S Bankruptcy, Court Trenton Chambers Room # 342 in the Clarkson S. Fisher Building & Courthouse located at 402 E. State Street, Trenton, NJ 08608.
- This is a request for **Carpet Replacement and Hardwood Floor refinishing with Open Market Pricing.**
- All contractors must agree to the Terms and Conditions set forth in Attachment A.
- A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the Scope of Work section (SOW).
- **Square footage indicated in specifications are approximates and field measurements are recommended. Changes cannot be made after contract is awarded.**
- The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- All work requires escorted access to judiciary facilities during business hours. In accordance with Clause 3-3 (*Provisions, Clauses, Terms and Conditions - Small Purchases*) Contractor employees working on this project are subject to security checks including fingerprinting and background investigations to work on the project. If the contractor is unable to supply a sufficient number of technically knowledgeable employees to work on this project, the judiciary may terminate the contract for default.
- Contractor must submit names of employees for security clearance within two weeks of contract award.

- All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for completion and number of crew needed to accomplish the work. It is anticipated that the project will be completed over one to two weeks, subject to access to the area.
- Proposals must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, parking, unforeseen, or unplanned expenses will be accepted.
- If you require a site review, please confirm to **Nelson Dos Santos** via email.
- Please confirm to **Nelson Dos Santos** via email by **July 9, 2024**, noon that you will or will not be submitting a quote in response to this RFQ.
- Contractors may submit questions via email to **Nelson Dos Santos**. The deadline for submission of questions is noon on **July 9, 2024**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all contractors submitting proposals.
- Quotes are due by **July 12, 2024**, regardless of when the site tour was completed.
- Quotes must be valid for 90 days.
- Contractors will be responsible for any damage to building, furnishing or carpet during the course of the work being performed.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and the Court. **Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.**
- **Protecting the Federal Workforce**
  - Please check over restrictions on our website
  
- **Employees/Contractors/Public Screening**
  - Please check over restrictions on our website

## Quotes:

Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work (SOW). All proposals should detail how work will be accomplished and acknowledge compliance with the RFQ.

Quotes may be mailed, hand delivered or e-mailed to:

**Nelson Dos Santos**  
U.S. Bankruptcy Court  
Martin Luther King, Jr. Federal Court House  
3<sup>rd</sup> Floor  
50 Walnut Street  
Newark, NJ 07102  
Phone: 973-645-2663 Fax: 973-776-5721  
Email: [Procurement@njb.uscourts.gov](mailto:Procurement@njb.uscourts.gov)

Questions concerning this RFQ should be addressed to the same.

# STATEMENT OF WORK

## 1. Description of Project

### 1.1 Introduction

The USBC has developed a Cyclical Maintenance Plan to help with space and facilities upkeep. This plan includes a cyclical paint schedule which identifies areas for paint work.

### 1.2 Objectives

The project is part of the Court's Cyclical Maintenance Plan which has identified certain designated areas at the Clarkson S. Fisher Building & Courthouse for paint work in 2024. The project aims to repaint areas in an efficient and timely manner, with minimal disruption to the court schedule.

### 1.3 Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate paint work in the U.S Bankruptcy, Chambers Room # 342, in the Clarkson S. Fisher Building & Courthouse located at 402 E. State Street, Trenton, NJ 08608.. The areas for hardwood refinishing is in the main office, new trim where needed (stained to match floor in main office only), Carpet replacement in remaining offices. Removal of carpet and disposal. Existing padding to be reused. Threshold moldings on doorways as needed. Removal of existing furniture prior to commencing work and placing furniture back after work completion.

### 1.4 Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level hardwood refinishing, carpet installation and have the manpower, equipment and tools required to complete the work to industry standards.
- Contractor will need to submit a detailed projected work schedule for approval.
- Contractor and installers will attend a pre-construction meeting prior to project start to work out schedule.
- Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations, and standards of the industry.
- The Supervisor will be available to oversee and inspect all work, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- The Supervisor shall report at the start of the shift to the USBC Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.
- All workers must have the technical knowledge and experience with refinishing hardwood floors, Removal and installation of carpet and be able to follow manufacturer's instructions.

- Any chemicals used during the staining/refinishing and carpet installation work must be low odor and non- toxic.
- If requested, contractor shall be prepared to provide a Material Safety Data for all chemicals proposed to be furnished as a result of this bid. The MSDS must list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- Contractor shall provide a Health and Safety Plan.
- The court freight elevator is sensitive to excessive weight, movements and length of door held open. Crew must be careful when using the freight elevator to transport tools and materials. In the event the freight elevator is shut down, the crew must be able to carry tools and materials up the stairs.
- The contractor will work at the convenience of the court and must be available to complete the work within the time allowed.
- Number of crew members shall be appropriate for amount of work to be completed in a given day.
- All crew members must receive a security clearance through the Court prior to starting work on the project.
- The Court & GSA must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

## 2.0 Requirements

The work to be performed in connection with this project includes the following:

- Ordering, receiving, and storing new stain, urethane finish, trim, thresholds and carpet as defined in Section 3.0.
- Preparation of floors for refinishing and carpet installation.
- Cleaning of walls, beams, doors, trim and wainscot after hardwood refinishing.
- Clean-up and removal of any debris or trash associated with the installation.
- Thorough vacuuming of the area after carpet installation is completed so area is ready for use.
- All areas where hardwood refinishing is not done is to be covered in order to avoid dust from entering those respective rooms and hall ways.
- Ability to transport tools and materials, if necessary, in the event elevators are shut down or are too small.
- Any and all additional work necessary to complete the project as described must meet industry and manufacturers standards and to the satisfaction and approval of the General Services Administration and the Court; and
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A& B.

The Court shall perform the following task as part of move:

- Pack and unpack all personal and miscellaneous items.
- Pack, store and setup computers, printers, and copiers.

### 3.0 Deliverables

Table A, below, identifies the area to be painted in the court room. (\*Please note contractors should take field measurements to confirm square yardage.)

Location	Approx. Area* (Sq Yd)	Paint Specifications	
<b>USBC-Trenton Office, Chambers Room # 342</b>			
Main Office		Removal of existing carpet. Refinishing hardwood floors, stain and 2 coats of urethane finish. Installing stained trim and threshold moldings as needed	
Remaining offices		Remove carpet, reuse existing padding, install broadloom carpet with a 14" border in each office. Install threshold moldings as need in doorways. Mfg.: TBD Main Color: TBD Finish Type: TBD	
Removal of office furniture		Removal of furniture in all offices and putting furniture back after completion of all work.	

### **3.1 Schedule for Performance and Delivery/Milestone Schedules**

- A decision for awarding the contract will be made when funding is available.
- A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.
- A detailed work schedule will be arranged once the contract is awarded.
- Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submitting of partial invoices shall be limited to once a week.

### **3.2 Review Period for Deliverable**

The Court will review each area with the Supervisor within 24 hours of completion of installation. Any discrepancies will be noted and must be addressed within 72 hours of the review.

### **3.3 Acceptance Criteria for Deliverables**

The following criteria will be used to evaluate the performance of the contractor to meet the contract requirements:

- Staining and refinishing shall be installed per manufacturer's instructions.
- Refinishing of hardwood floors and carpet installation shall be installed even and free of bumps .
- After completion of work, area is to be vacuumed and all work materials removed.
- All trash, stain/urethane cans, etc., shall be removed and space completely cleaned upon completion of refinishing of hardwood floors and carpet installation.

### **4.0 Environment**

All work will be conducted in occupied space.

### **4.1 Locations for Performance**

All work will be conducted at the Clarkson S. Fisher Building & Courthouse  
402 E. State Street, First Floor, Trenton, NJ 08608, Chambers Room # 342.

### **4.2 Government Furnished Property**

No equipment, materials or service of any kind shall be provided by the Court.

### **4.3 Contractor Furnished Material**

The contractor must furnish all equipment and materials needed to perform the Scope of Work. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the Court.

# ATTACHMENT A - TERMS AND CONDITIONS

## 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>

(end)

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

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)

Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

Clause 3-300, Registration in the System for Award Management (SAM) (APR 2013)

Clause 3-305, Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)

Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (APR 2013) (applies only if Clauses 3-300 and 3-305 do not apply)

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 [*insert the period of time within which the contracting officer may exercise the option*].

(end)

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

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_\_\_\_ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*]; 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).

(end)

4. **Incorporation of Department of Labor Wage Rate Determination**

*(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)*

## SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

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>.

(end)

### Solicitation Provisions Incorporated by Reference

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

### Additional Solicitation Provisions

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

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

(end)

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

(a) *Definitions.*

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

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

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

(d) *Taxpayer Identification Number(TIN):* \_\_\_\_\_

[    ]            TIN has been applied for.

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

(e) *Type of organization:*

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

(f) *Contractor representations.*

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

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

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

The offeror  does  does not certify that –

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

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

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

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

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

(1) [Clause 3-214, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

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

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

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

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

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

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

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

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

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

resultant contract to this offeror.

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

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

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

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

**ATTACHMENT B – DEPARTMENT OF LABOR WAGE  
DETERMINATION**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS  WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.:2015-4201 Revision No.: 26 Date Of Last Revision:
Daniel W. Simms Director 05/06/2024	Division of Wage Determinations

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

If the contract is entered into on or applies to    after January 30, 2022, or the    contract is renewed or extended (e.g., covered workers    an option is exercised) on or after applicable    January 30, 2022: determination,     spent     2024.	Executive Order 14026 generally  the contract.   The contractor must pay all  at least \$17.20 per hour (or the  wage rate listed on this wage  if it is higher) for all hours  performing on the contract in
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If the contract was awarded on or applies to    between January 1, 2015 and January 29,    2022, and the contract is not renewed covered workers    or extended on or after January 30, applicable    2022: determination,     spent     2024.	Executive Order 13658 generally  the contract.   The contractor must pay all  at least \$12.90 per hour (or the  wage rate listed on this wage  if it is higher) for all hours  performing on the contract in
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: New Jersey

Area: New Jersey County of Mercer

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

OCCUPATION CODE - TITLE RATE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I 19.86	
01012 - Accounting Clerk II 22.29	
01013 - Accounting Clerk III 24.93	
01020 - Administrative Assistant 34.02	
01035 - Court Reporter 24.24	
01041 - Customer Service Representative I 17.51	
01042 - Customer Service Representative II 19.11	
01043 - Customer Service Representative III 21.44	
01051 - Data Entry Operator I 18.79	
01052 - Data Entry Operator II 20.51	
01060 - Dispatcher, Motor Vehicle 25.79	
01070 - Document Preparation Clerk 18.83	
01090 - Duplicating Machine Operator 18.83	
01111 - General Clerk I 17.79	
01112 - General Clerk II 19.41	
01113 - General Clerk III 21.78	

01120 - Housing Referral Assistant  
27.03  
01141 - Messenger Courier  
18.58  
01191 - Order Clerk I  
19.77  
01192 - Order Clerk II  
21.57  
01261 - Personnel Assistant (Employment) I  
20.86  
01262 - Personnel Assistant (Employment) II  
23.33  
01263 - Personnel Assistant (Employment) III  
26.02  
01270 - Production Control Clerk  
28.77  
01290 - Rental Clerk  
19.02  
01300 - Scheduler, Maintenance  
21.67  
01311 - Secretary I  
21.67  
01312 - Secretary II  
24.82  
01313 - Secretary III  
27.03  
01320 - Service Order Dispatcher  
21.31  
01410 - Supply Technician  
34.02  
01420 - Survey Worker  
21.64  
01460 - Switchboard Operator/Receptionist  
18.10  
01531 - Travel Clerk I  
18.00  
01532 - Travel Clerk II  
19.03  
01533 - Travel Clerk III  
20.32  
01611 - Word Processor I  
18.35  
01612 - Word Processor II  
20.59  
01613 - Word Processor III  
23.03  
05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass  
28.00  
05010 - Automotive Electrician  
28.50  
05040 - Automotive Glass Installer  
27.61

05070 - Automotive Worker  
27.61  
05110 - Mobile Equipment Servicer  
25.23  
05130 - Motor Equipment Metal Mechanic  
29.68  
05160 - Motor Equipment Metal Worker  
27.61  
05190 - Motor Vehicle Mechanic  
29.68  
05220 - Motor Vehicle Mechanic Helper  
24.05  
05250 - Motor Vehicle Upholstery Worker  
26.42  
05280 - Motor Vehicle Wrecker  
27.61  
05310 - Painter, Automotive  
28.80  
05340 - Radiator Repair Specialist  
27.61  
05370 - Tire Repairer  
17.33  
05400 - Transmission Repair Specialist  
29.68  
07000 - Food Preparation And Service Occupations  
07010 - Baker  
17.45  
07041 - Cook I  
20.00  
07042 - Cook II  
21.63  
07070 - Dishwasher  
15.59\*\*\*  
07130 - Food Service Worker  
16.07\*\*\*  
07210 - Meat Cutter  
22.45  
07260 - Waiter/Waitress  
16.74\*\*\*  
09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter  
30.15  
09040 - Furniture Handler  
23.34  
09080 - Furniture Refinisher  
30.15  
09090 - Furniture Refinisher Helper  
26.18  
09110 - Furniture Repairer, Minor  
28.43  
09130 - Upholsterer  
29.24  
11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles  
15.65\*\*\*  
11060 - Elevator Operator  
16.94\*\*\*  
11090 - Gardener  
23.98  
11122 - Housekeeping Aide  
16.94\*\*\*  
11150 - Janitor  
16.94\*\*\*  
11210 - Laborer, Grounds Maintenance  
20.45  
11240 - Maid or Houseman  
16.52\*\*\*  
11260 - Pruner  
19.18  
11270 - Tractor Operator  
22.94  
11330 - Trail Maintenance Worker  
20.45  
11360 - Window Cleaner  
18.05  
12000 - Health Occupations  
12010 - Ambulance Driver  
25.29  
12011 - Breath Alcohol Technician  
27.60  
12012 - Certified Occupational Therapist Assistant  
37.87  
12015 - Certified Physical Therapist Assistant  
34.05  
12020 - Dental Assistant  
24.51  
12025 - Dental Hygienist  
35.92  
12030 - EKG Technician  
41.83  
12035 - Electroneurodiagnostic Technologist  
41.83  
12040 - Emergency Medical Technician  
25.29  
12071 - Licensed Practical Nurse I  
24.68  
12072 - Licensed Practical Nurse II  
27.60  
12073 - Licensed Practical Nurse III  
30.78  
12100 - Medical Assistant  
22.00  
12130 - Medical Laboratory Technician  
31.38  
12160 - Medical Record Clerk  
27.77

12190 - Medical Record Technician  
31.06  
12195 - Medical Transcriptionist  
24.03  
12210 - Nuclear Medicine Technologist  
55.48  
12221 - Nursing Assistant I  
15.44\*\*\*  
12222 - Nursing Assistant II  
17.38  
12223 - Nursing Assistant III  
18.96  
12224 - Nursing Assistant IV  
21.28  
12235 - Optical Dispenser  
30.39  
12236 - Optical Technician  
24.68  
12250 - Pharmacy Technician  
17.90  
12280 - Phlebotomist  
20.83  
12305 - Radiologic Technologist  
37.95  
12311 - Registered Nurse I  
32.76  
12312 - Registered Nurse II  
38.57  
12313 - Registered Nurse II, Specialist  
38.57  
12314 - Registered Nurse III  
49.39  
12315 - Registered Nurse III, Anesthetist  
49.39  
12316 - Registered Nurse IV  
59.22  
12317 - Scheduler (Drug and Alcohol Testing)  
34.20  
12320 - Substance Abuse Treatment Counselor  
28.42  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
29.47  
13012 - Exhibits Specialist II  
36.52  
13013 - Exhibits Specialist III  
44.67  
13041 - Illustrator I  
29.16  
13042 - Illustrator II  
36.52  
13043 - Illustrator III  
44.67

13047 - Librarian  
 39.90  
 13050 - Library Aide/Clerk  
 21.71  
 13054 - Library Information Technology Systems  
 36.03  
 Administrator  
 13058 - Library Technician  
 27.56  
 13061 - Media Specialist I  
 26.00  
 13062 - Media Specialist II  
 29.10  
 13063 - Media Specialist III  
 32.42  
 13071 - Photographer I  
 23.00  
 13072 - Photographer II  
 25.71  
 13073 - Photographer III  
 32.88  
 13074 - Photographer IV  
 41.76  
 13075 - Photographer V  
 47.16  
 13090 - Technical Order Library Clerk  
 27.25  
 13110 - Video Teleconference Technician  
 32.38  
 14000 - Information Technology Occupations  
 14041 - Computer Operator I  
 25.60  
 14042 - Computer Operator II  
 28.63  
 14043 - Computer Operator III  
 31.93  
 14044 - Computer Operator IV  
 35.48  
 14045 - Computer Operator V  
 39.29  
 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  
 25.60  
 14160 - Personal Computer Support Technician  
 35.48  
 14170 - System Support Specialist  
 43.52  
 15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)  
39.54  
15020 - Aircrew Training Devices Instructor (Rated)  
43.75  
15030 - Air Crew Training Devices Instructor (Pilot)  
52.46  
15050 - Computer Based Training Specialist / Instructor  
39.54  
15060 - Educational Technologist  
47.45  
15070 - Flight Instructor (Pilot)  
52.46  
15080 - Graphic Artist  
38.80  
15085 - Maintenance Test Pilot, Fixed, Jet/Prop  
52.14  
15086 - Maintenance Test Pilot, Rotary Wing  
52.14  
15088 - Non-Maintenance Test/Co-Pilot  
52.14  
15090 - Technical Instructor  
33.18  
15095 - Technical Instructor/Course Developer  
40.59  
15110 - Test Proctor  
26.78  
15120 - Tutor  
26.78  
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
16010 - Assembler  
16.55\*\*\*  
16030 - Counter Attendant  
16.55\*\*\*  
16040 - Dry Cleaner  
18.92  
16070 - Finisher, Flatwork, Machine  
16.55\*\*\*  
16090 - Presser, Hand  
16.55\*\*\*  
16110 - Presser, Machine, Drycleaning  
16.55\*\*\*  
16130 - Presser, Machine, Shirts  
16.55\*\*\*  
16160 - Presser, Machine, Wearing Apparel, Laundry  
16.55\*\*\*  
16190 - Sewing Machine Operator  
19.71  
16220 - Tailor  
20.50  
16250 - Washer, Machine  
17.34  
19000 - Machine Tool Operation And Repair Occupations  
19010 - Machine-Tool Operator (Tool Room)  
33.25

19040 - Tool And Die Maker  
37.88  
21000 - Materials Handling And Packing Occupations  
21020 - Forklift Operator  
19.96  
21030 - Material Coordinator  
28.77  
21040 - Material Expediter  
28.77  
21050 - Material Handling Laborer  
17.12\*\*\*  
21071 - Order Filler  
17.42  
21080 - Production Line Worker (Food Processing)  
19.96  
21110 - Shipping Packer  
18.99  
21130 - Shipping/Receiving Clerk  
18.99  
21140 - Store Worker I  
21.47  
21150 - Stock Clerk  
25.88  
21210 - Tools And Parts Attendant  
19.96  
21410 - Warehouse Specialist  
19.96  
23000 - Mechanics And Maintenance And Repair Occupations  
23010 - Aerospace Structural Welder  
39.38  
23019 - Aircraft Logs and Records Technician  
34.07  
23021 - Aircraft Mechanic I  
38.03  
23022 - Aircraft Mechanic II  
39.38  
23023 - Aircraft Mechanic III  
40.60  
23040 - Aircraft Mechanic Helper  
31.37  
23050 - Aircraft, Painter  
36.77  
23060 - Aircraft Servicer  
34.07  
23070 - Aircraft Survival Flight Equipment Technician  
36.77  
23080 - Aircraft Worker  
35.47  
23091 - Aircrew Life Support Equipment (ALSE) Mechanic  
35.47  
I  
23092 - Aircrew Life Support Equipment (ALSE) Mechanic  
38.03  
II

23110 - Appliance Mechanic  
33.25  
23120 - Bicycle Repairer  
28.46  
23125 - Cable Splicer  
38.62  
23130 - Carpenter, Maintenance  
31.12  
23140 - Carpet Layer  
32.07  
23160 - Electrician, Maintenance  
44.34  
23181 - Electronics Technician Maintenance I  
29.89  
23182 - Electronics Technician Maintenance II  
30.99  
23183 - Electronics Technician Maintenance III  
32.05  
23260 - Fabric Worker  
30.80  
23290 - Fire Alarm System Mechanic  
29.02  
23310 - Fire Extinguisher Repairer  
29.66  
23311 - Fuel Distribution System Mechanic  
36.66  
23312 - Fuel Distribution System Operator  
31.61  
23370 - General Maintenance Worker  
23.76  
23380 - Ground Support Equipment Mechanic  
38.03  
23381 - Ground Support Equipment Servicer  
34.07  
23382 - Ground Support Equipment Worker  
35.47  
23391 - Gunsmith I  
29.66  
23392 - Gunsmith II  
32.07  
23393 - Gunsmith III  
34.38  
23410 - Heating, Ventilation And Air-Conditioning  
33.36  
Mechanic  
23411 - Heating, Ventilation And Air Contidioning  
34.56  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic  
30.88  
23440 - Heavy Equipment Operator  
36.72  
23460 - Instrument Mechanic  
33.33

23465 - Laboratory/Shelter Mechanic  
33.25  
23470 - Laborer  
17.12\*\*\*  
23510 - Locksmith  
29.61  
23530 - Machinery Maintenance Mechanic  
35.16  
23550 - Machinist, Maintenance  
27.61  
23580 - Maintenance Trades Helper  
17.87  
23591 - Metrology Technician I  
33.33  
23592 - Metrology Technician II  
34.52  
23593 - Metrology Technician III  
35.59  
23640 - Millwright  
32.69  
23710 - Office Appliance Repairer  
25.51  
23760 - Painter, Maintenance  
26.82  
23790 - Pipefitter, Maintenance  
40.58  
23810 - Plumber, Maintenance  
39.24  
23820 - Pneudraulic Systems Mechanic  
34.38  
23850 - Rigger  
34.38  
23870 - Scale Mechanic  
32.07  
23890 - Sheet-Metal Worker, Maintenance  
34.38  
23910 - Small Engine Mechanic  
32.07  
23931 - Telecommunications Mechanic I  
36.33  
23932 - Telecommunications Mechanic II  
37.63  
23950 - Telephone Lineman  
44.81  
23960 - Welder, Combination, Maintenance  
27.43  
23965 - Well Driller  
34.38  
23970 - Woodcraft Worker  
34.38  
23980 - Woodworker  
29.66  
24000 - Personal Needs Occupations

24550 - Case Manager  
24.31  
24570 - Child Care Attendant  
15.60\*\*\*  
24580 - Child Care Center Clerk  
19.46  
24610 - Chore Aide  
15.73\*\*\*  
24620 - Family Readiness And Support Services  
24.31  
Coordinator  
24630 - Homemaker  
24.31  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
35.76  
25040 - Sewage Plant Operator  
33.56  
25070 - Stationary Engineer  
35.76  
25190 - Ventilation Equipment Tender  
29.50  
25210 - Water Treatment Plant Operator  
33.56  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
24.27  
27007 - Baggage Inspector  
18.04  
27008 - Corrections Officer  
40.27  
27010 - Court Security Officer  
39.90  
27030 - Detection Dog Handler  
20.36  
27040 - Detention Officer  
40.27  
27070 - Firefighter  
40.27  
27101 - Guard I  
18.04  
27102 - Guard II  
20.36  
27131 - Police Officer I  
37.67  
27132 - Police Officer II  
41.87  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator  
17.40  
28042 - Carnival Equipment Repairer  
18.19  
28043 - Carnival Worker  
14.56\*\*\*

28210 - Gate Attendant/Gate Tender  
18.09  
28310 - Lifeguard  
14.38\*\*\*  
28350 - Park Attendant (Aide)  
20.23  
28510 - Recreation Aide/Health Facility Attendant  
14.77\*\*\*  
28515 - Recreation Specialist  
25.07  
28630 - Sports Official  
16.12\*\*\*  
28690 - Swimming Pool Operator  
19.67  
29000 - Stevedoring/Longshoremen Occupational Services  
29010 - Blocker And Bracer  
32.07  
29020 - Hatch Tender  
32.07  
29030 - Line Handler  
32.07  
29041 - Stevedore I  
30.80  
29042 - Stevedore II  
33.25  
30000 - Technical Occupations  
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  
53.11  
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  
36.62  
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)  
40.33  
30021 - Archeological Technician I  
20.57  
30022 - Archeological Technician II  
23.00  
30023 - Archeological Technician III  
28.50  
30030 - Cartographic Technician  
28.50  
30040 - Civil Engineering Technician  
31.34  
30051 - Cryogenic Technician I  
31.56  
30052 - Cryogenic Technician II  
34.86  
30061 - Drafter/CAD Operator I  
20.57  
30062 - Drafter/CAD Operator II  
23.00  
30063 - Drafter/CAD Operator III  
25.64  
30064 - Drafter/CAD Operator IV  
31.56

30081 - Engineering Technician I  
19.98  
30082 - Engineering Technician II  
22.47  
30083 - Engineering Technician III  
25.28  
30084 - Engineering Technician IV  
31.22  
30085 - Engineering Technician V  
38.08  
30086 - Engineering Technician VI  
46.20  
30090 - Environmental Technician  
25.01  
30095 - Evidence Control Specialist  
28.50  
30210 - Laboratory Technician  
28.53  
30221 - Latent Fingerprint Technician I  
31.56  
30222 - Latent Fingerprint Technician II  
34.86  
30240 - Mathematical Technician  
29.48  
30361 - Paralegal/Legal Assistant I  
24.65  
30362 - Paralegal/Legal Assistant II  
30.55  
30363 - Paralegal/Legal Assistant III  
37.36  
30364 - Paralegal/Legal Assistant IV  
45.20  
30375 - Petroleum Supply Specialist  
34.86  
30390 - Photo-Optics Technician  
28.50  
30395 - Radiation Control Technician  
34.86  
30461 - Technical Writer I  
35.94  
30462 - Technical Writer II  
43.96  
30463 - Technical Writer III  
53.17  
30491 - Unexploded Ordnance (UXO) Technician I  
33.76  
30492 - Unexploded Ordnance (UXO) Technician II  
40.84  
30493 - Unexploded Ordnance (UXO) Technician III  
48.95  
30494 - Unexploded (UXO) Safety Escort  
33.76  
30495 - Unexploded (UXO) Sweep Personnel  
33.76

30501 - Weather Forecaster I  
31.56  
30502 - Weather Forecaster II  
38.40  
30620 - Weather Observer, Combined Upper Air Or (see 2)  
25.64  
Surface Programs  
30621 - Weather Observer, Senior (see 2)  
28.50  
31000 - Transportation/Mobile Equipment Operation Occupations  
31010 - Airplane Pilot  
40.84  
31020 - Bus Aide  
23.22  
31030 - Bus Driver  
27.79  
31043 - Driver Courier  
20.48  
31260 - Parking and Lot Attendant  
15.61\*\*\*  
31290 - Shuttle Bus Driver  
18.52  
31310 - Taxi Driver  
20.46  
31361 - Truckdriver, Light  
21.41  
31362 - Truckdriver, Medium  
22.23  
31363 - Truckdriver, Heavy  
27.76  
31364 - Truckdriver, Tractor-Trailer  
27.76  
99000 - Miscellaneous Occupations  
99020 - Cabin Safety Specialist  
19.91  
99030 - Cashier  
15.00\*\*\*  
99050 - Desk Clerk  
16.50\*\*\*  
99095 - Embalmer  
34.44  
99130 - Flight Follower  
33.76  
99251 - Laboratory Animal Caretaker I  
17.81  
99252 - Laboratory Animal Caretaker II  
18.63  
99260 - Marketing Analyst  
41.28  
99310 - Mortician  
34.44  
99410 - Pest Controller  
22.49

99510 - Photofinishing Worker  
17.74  
99710 - Recycling Laborer  
24.93  
99711 - Recycling Specialist  
27.96  
99730 - Refuse Collector  
23.40  
99810 - Sales Clerk  
16.17\*\*\*  
99820 - School Crossing Guard  
20.15  
99830 - Survey Party Chief  
29.05  
99831 - Surveying Aide  
19.02  
99832 - Surveying Technician  
25.06  
99840 - Vending Machine Attendant  
27.39  
99841 - Vending Machine Repairer  
30.97  
99842 - Vending Machine Repairer Helper  
27.39

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 twelve paid holidays per year: New Year's Day, Martin

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY

PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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