

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

*Request for Quotation*

**Request Date: September 13, 2022**

**Deadline for Quotes: September 23, 2022, by 12:00 PM**

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

**Project: Cyclical Carpet Replacement – USBC 3<sup>rd</sup> Floor Hallway**

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**To: VIA EMAIL**

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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 for the U.S. Bankruptcy Court (USBC), District of New Jersey in the U.S Bankruptcy Hallway on the 3<sup>rd</sup> floor of the Martin Luther King, Jr. Courthouse, located at 50 Walnut Street in Newark, NJ 07102.
- This is a request for **Purchase of Carpet with Open Market Installation Pricing.**
- All contractors must agree to the Terms and Conditions set out 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.
- **Square footage/yardage 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.
- A site review for the purpose of responding to this RFQ was conducted in September. Please confirm to **Nelson Dos Santos** via email by noon on **September 16, 2022**, if you require a site review.
- Please confirm to **Nelson Dos Santos** via email by **September 16, 2022**, noon that you will or will not be submitting a quote in response to this RFQ.
- Contractors may submit questions via fax or email to **Nelson Dos Santos**. The deadline for submission of questions is noon on **September 19, 2022**. 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 **September 23, 2022**, regardless of when the site tour was completed.
- Quotes must be valid through **September 30, 2022**.
- 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**
  - **a. NJ District Court has issued a new standing order (S.O. 2022-02). Effective August 23, 2022 where mask wearing is dependent on the local community transmission rate within proximity of the vicinage or NJ federal building in Camden, Trenton, or Newark. Whereby, it is required to wear a mask for locations in designated and public spaces with a “High” transmission rate. Locations with a “Medium” or “Low” transmission rate are recommended, but not required.**
- **Employees/Contractors/Public Screening**
  - **a. Standing Order 2022-02 states that visitors seeking entry to Court facilities by presenting proof of vaccination or a negative COVID-19 test result has been rescinded.**
  - **b. Contractors and visitors will still be required to wear a mask indoors if the local community transmission level is “high”**
- **Covid protocols are subject to change as necessary, per CDC and Court Security Committee (CSC) requirements. Vendors must comply with building protocols in place at the time of installation.**

## 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, faxed 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: 973-645-2439

Email: [Nelson\\_DosSantos@njb.uscourts.gov](mailto:Nelson_DosSantos@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 carpet replacement schedule which identifies areas for carpet replacement.

### 1.2 Objectives

The project is part of the Court's Cyclical Maintenance Plan which has identified certain carpet at the MLK Courthouse for replacement in 2022. The project aims to replace this carpet 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 carpet replacement in US Bankruptcy Court hallway on the 3<sup>rd</sup> floor of the MLK, JR. Courthouse, 50 Walnut Street in Newark, NJ. The hallway where the carpet is to be replaced has several door entry ways and a larger hall section where elevators are at.

### 1.4 Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level carpet installation and have the manpower, equipment and tools required to complete the work to industry standards.
- Any contractor providing a quote must attend the **Project Review/Field Measurement meeting on: TBD**, as noted above. If unable to make the meeting, the Contractor should contact Nelson Dos Santos to make arrangements for another date and time for a site visit.
- 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 carpet installation, 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 carpet installers must have the technical knowledge and experience with installation of both broadloom carpet and carpet tiles and be able to follow manufacturer's instructions on installation.

- If applicable, contractor will provide a sample layout of approximately 10' x 10' showing the pattern of the carpet tiles to be used as a template for all carpet tile installation
- Any chemicals used during the carpet installation 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 carpet and equipment. In the event the freight elevator is shut down, the crew must be able to carry carpet 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 carpet as defined in Section 3.0 until installation.
- Removal of old carpet and padding.
- Disposal of old carpet and padding.
- Removal and replacement of cove base where necessary.
- Preparation and cleaning of floor to receive new carpet, including removal of any tacks, nails, or other materials from previous carpet installation.
- Installation of carpet (Installation shall be done in accordance with manufacturer's recommendations and will ensure patterns are aligned and seams are tight; small piecing of carpet is unacceptable. A detailed seam plan is required prior to award of contract.).
- Clean-up and removal of any debris or trash associated with the installation, including leftover carpet.
- Thorough vacuuming of the area after carpet installation is completed so area is ready for furniture replacement and use.

- Treatment of “pile crush” that may occur in shipping and during installation. This includes using a pile lifter on the carpet to return it to its normal state and reduce appearance of seams.
- Ability to transport carpet up stairwells, if necessary, in event elevators shut down or are too small.
- Any and all additional work necessary to complete the installation of carpet and padding to 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 included in the carpet replacement, approximate square yardage, and the style of the carpet to be installed. (\*Please note contractors should take field measurements to confirm square yardage.)

Location	Approx. Area* (Sq Yd)	Carpet Tile Specifications (38-42oz pile weight required for all projects)	Padding
<b>3rd. Floor – USBC Hallway Corridor</b>			
3 <sup>rd</sup> Floor Corridor	*Est. 543 sq yds	Mfg.: TBD Carpet: TBD Main Color: TBD Accent Color: TBD	None

### **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:

- All old carpet shall be removed from courthouse and flooring shall be clean of debris prior to installation of new carpet.
- Carpet shall be installed per manufacturer's instructions.
- Carpet shall be installed free of bumps and bubbles.
- Carpet shall be installed with seams tight and patterns properly matched.
- Carpet shall be vacuumed and free of glue, dirt, and debris.
- All trash, remnants, glue cans, etc., shall be removed and space completely cleaned upon completion of carpet installation.
- If necessary, carpet shall be pile lifted to address any pile crush due to transportation.

### **4.0 Environment**

All work will be conducted in occupied space.

### **4.1 Locations for Performance**

All work will be conducted at the Martin Luther King, Jr. Federal Courthouse, U.S. Bankruptcy Court, 50 Walnut Street, Newark, NJ 07102, 3rd floor.

### **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.

### **4.4 Access to Judiciary IT Networks**

At no time shall the contractor have access to the Judiciary IT Network or Bench and Bar Wi-Fi.

# 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  
By direction of the Secretary of Labor

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

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-4211  
Revision No.: 21  
Date Of Last Revision: 06/27/2022

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 after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

State: New Jersey

Area: New Jersey Counties of Essex Morris Sussex Union

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.16
01012 - Accounting Clerk II		21.53
01013 - Accounting Clerk III		24.07
01020 - Administrative Assistant		37.41
01035 - Court Reporter		28.80
01041 - Customer Service Representative I		17.76
01042 - Customer Service Representative II		19.38
01043 - Customer Service Representative III		21.75
01051 - Data Entry Operator I		17.08
01052 - Data Entry Operator II		18.63
01060 - Dispatcher Motor Vehicle		25.79
01070 - Document Preparation Clerk		18.01

01090 - Duplicating Machine Operator	18.01
01111 - General Clerk I	16.86
01112 - General Clerk II	18.40
01113 - General Clerk III	20.65
01120 - Housing Referral Assistant	26.92
01141 - Messenger Courier	17.93
01191 - Order Clerk I	16.49
01192 - Order Clerk II	21.31
01261 - Personnel Assistant (Employment) I	20.76
01262 - Personnel Assistant (Employment) II	23.23
01263 - Personnel Assistant (Employment) III	25.89
01270 - Production Control Clerk	27.55
01290 - Rental Clerk	18.04
01300 - Scheduler Maintenance	21.57
01311 - Secretary I	21.57
01312 - Secretary II	24.82
01313 - Secretary III	26.92
01320 - Service Order Dispatcher	22.15
01410 - Supply Technician	37.41
01420 - Survey Worker	22.46
01460 - Switchboard Operator/Receptionist	17.64
01531 - Travel Clerk I	19.58
01532 - Travel Clerk II	21.21
01533 - Travel Clerk III	23.02
01611 - Word Processor I	18.27
01612 - Word Processor II	20.51
01613 - Word Processor III	22.94
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.43
05010 - Automotive Electrician	28.50
05040 - Automotive Glass Installer	27.31
05070 - Automotive Worker	27.31
05110 - Mobile Equipment Servicer	24.42
05130 - Motor Equipment Metal Mechanic	29.68
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	17.92
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.64
07041 - Cook I	18.77
07042 - Cook II	20.96
07070 - Dishwasher	14.82***
07130 - Food Service Worker	15.13
07210 - Meat Cutter	19.20
07260 - Waiter/Waitress	15.14
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.25
09040 - Furniture Handler	16.73
09080 - Furniture Refinisher	22.00
09090 - Furniture Refinisher Helper	18.56
09110 - Furniture Repairer Minor	20.16
09130 - Upholsterer	23.10
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	16.76
11060 - Elevator Operator	17.82



11090 - Gardener	22.28
11122 - Housekeeping Aide	17.82
11150 - Janitor	17.82
11210 - Laborer Grounds Maintenance	18.32
11240 - Maid or Houseman	17.31
11260 - Pruner	17.03
11270 - Tractor Operator	20.97
11330 - Trail Maintenance Worker	18.32
11360 - Window Cleaner	19.17
12000 - Health Occupations	
12010 - Ambulance Driver	24.60
12011 - Breath Alcohol Technician	25.93
12012 - Certified Occupational Therapist Assistant	33.97
12015 - Certified Physical Therapist Assistant	30.36
12020 - Dental Assistant	22.74
12025 - Dental Hygienist	47.70
12030 - EKG Technician	37.11
12035 - Electroneurodiagnostic Technologist	37.11
12040 - Emergency Medical Technician	24.60
12071 - Licensed Practical Nurse I	23.18
12072 - Licensed Practical Nurse II	25.93
12073 - Licensed Practical Nurse III	28.91
12100 - Medical Assistant	18.71
12130 - Medical Laboratory Technician	36.76
12160 - Medical Record Clerk	25.42
12190 - Medical Record Technician	28.44
12195 - Medical Transcriptionist	21.49
12210 - Nuclear Medicine Technologist	47.80
12221 - Nursing Assistant I	15.35
12222 - Nursing Assistant II	17.26
12223 - Nursing Assistant III	18.97
12224 - Nursing Assistant IV	21.15
12235 - Optical Dispenser	28.80
12236 - Optical Technician	17.39
12250 - Pharmacy Technician	17.82
12280 - Phlebotomist	22.22
12305 - Radiologic Technologist	37.34
12311 - Registered Nurse I	32.76
12312 - Registered Nurse II	38.41
12313 - Registered Nurse II Specialist	38.41
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)	32.13
12320 - Substance Abuse Treatment Counselor	28.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.27
13012 - Exhibits Specialist II	33.78
13013 - Exhibits Specialist III	41.32
13041 - Illustrator I	29.16
13042 - Illustrator II	36.55
13043 - Illustrator III	44.66
13047 - Librarian	37.33
13050 - Library Aide/Clerk	17.56
13054 - Library Information Technology Systems Administrator	33.71
13058 - Library Technician	25.62
13061 - Media Specialist I	24.32
13062 - Media Specialist II	27.21
13063 - Media Specialist III	30.33
13071 - Photographer I	21.29

13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	41.88
13075 - Photographer V	50.02
13090 - Technical Order Library Clerk	22.05
13110 - Video Teleconference Technician	29.89
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.99
14042 - Computer Operator II	25.73
14043 - Computer Operator III	28.69
14044 - Computer Operator IV	31.89
14045 - Computer Operator V	35.30
14071 - Computer Programmer I	(see 1) 27.56
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	22.99
14160 - Personal Computer Support Technician	31.89
14170 - System Support Specialist	40.56
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	38.23
15070 - Flight Instructor (Pilot)	52.46
15080 - Graphic Artist	35.04
15085 - Maintenance Test Pilot Fixed Jet/Prop	51.43
15086 - Maintenance Test Pilot Rotary Wing	51.43
15088 - Non-Maintenance Test/Co-Pilot	51.43
15090 - Technical Instructor	31.05
15095 - Technical Instructor/Course Developer	37.98
15110 - Test Proctor	25.07
15120 - Tutor	25.07
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	17.07
16030 - Counter Attendant	17.07
16040 - Dry Cleaner	20.18
16070 - Finisher Flatwork Machine	17.07
16090 - Presser Hand	17.07
16110 - Presser Machine Drycleaning	17.07
16130 - Presser Machine Shirts	17.07
16160 - Presser Machine Wearing Apparel Laundry	17.07
16190 - Sewing Machine Operator	21.01
16220 - Tailor	21.85
16250 - Washer Machine	18.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.35
19040 - Tool And Die Maker	30.07
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.92
21030 - Material Coordinator	27.55
21040 - Material Expediter	27.55
21050 - Material Handling Laborer	17.24
21071 - Order Filler	16.67
21080 - Production Line Worker (Food Processing)	20.92
21110 - Shipping Packer	18.49
21130 - Shipping/Receiving Clerk	18.49

21140 - Store Worker I	18.34
21150 - Stock Clerk	22.99
21210 - Tools And Parts Attendant	20.92
21410 - Warehouse Specialist	20.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.63
23019 - Aircraft Logs and Records Technician	33.40
23021 - Aircraft Mechanic I	38.14
23022 - Aircraft Mechanic II	39.63
23023 - Aircraft Mechanic III	41.12
23040 - Aircraft Mechanic Helper	29.68
23050 - Aircraft Painter	36.71
23060 - Aircraft Servicer	33.40
23070 - Aircraft Survival Flight Equipment Technician	36.71
23080 - Aircraft Worker	35.20
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	35.20
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.14
23110 - Appliance Mechanic	27.79
23120 - Bicycle Repairer	23.85
23125 - Cable Splicer	48.83
23130 - Carpenter Maintenance	31.10
23140 - Carpet Layer	28.73
23160 - Electrician Maintenance	37.18
23181 - Electronics Technician Maintenance I	31.04
23182 - Electronics Technician Maintenance II	32.37
23183 - Electronics Technician Maintenance III	33.64
23260 - Fabric Worker	38.09
23290 - Fire Alarm System Mechanic	28.97
23310 - Fire Extinguisher Repairer	29.08
23311 - Fuel Distribution System Mechanic	42.88
23312 - Fuel Distribution System Operator	35.45
23370 - General Maintenance Worker	23.75
23380 - Ground Support Equipment Mechanic	38.14
23381 - Ground Support Equipment Servicer	33.40
23382 - Ground Support Equipment Worker	35.20
23391 - Gunsmith I	29.08
23392 - Gunsmith II	32.47
23393 - Gunsmith III	35.19
23410 - Heating Ventilation And Air-Conditioning Mechanic	34.43
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	35.76
23430 - Heavy Equipment Mechanic	34.41
23440 - Heavy Equipment Operator	42.64
23460 - Instrument Mechanic	32.42
23465 - Laboratory/Shelter Mechanic	33.87
23470 - Laborer	17.24
23510 - Locksmith	26.59
23530 - Machinery Maintenance Mechanic	29.57
23550 - Machinist Maintenance	26.44
23580 - Maintenance Trades Helper	17.91
23591 - Metrology Technician I	32.42
23592 - Metrology Technician II	33.69
23593 - Metrology Technician III	34.95
23640 - Millwright	40.14
23710 - Office Appliance Repairer	27.72
23760 - Painter Maintenance	28.45
23790 - Pipefitter Maintenance	35.90
23810 - Plumber Maintenance	35.09

23820 - Pneudraulic Systems Mechanic	35.19
23850 - Rigger	36.44
23870 - Scale Mechanic	32.47
23890 - Sheet-Metal Worker Maintenance	33.72
23910 - Small Engine Mechanic	23.31
23931 - Telecommunications Mechanic I	35.34
23932 - Telecommunications Mechanic II	36.72
23950 - Telephone Lineman	46.50
23960 - Welder Combination Maintenance	25.52
23965 - Well Driller	34.20
23970 - Woodcraft Worker	35.19
23980 - Woodworker	29.08
24000 - Personal Needs Occupations	
24550 - Case Manager	18.61
24570 - Child Care Attendant	14.62***
24580 - Child Care Center Clerk	18.23
24610 - Chore Aide	14.62***
24620 - Family Readiness And Support Services Coordinator	18.61
24630 - Homemaker	20.13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	39.92
25040 - Sewage Plant Operator	36.56
25070 - Stationary Engineer	39.92
25190 - Ventilation Equipment Tender	31.56
25210 - Water Treatment Plant Operator	36.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.50
27007 - Baggage Inspector	18.16
27008 - Corrections Officer	37.15
27010 - Court Security Officer	39.73
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	37.15
27070 - Firefighter	44.02
27101 - Guard I	18.16
27102 - Guard II	20.36
27131 - Police Officer I	39.72
27132 - Police Officer II	44.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.73
28042 - Carnival Equipment Repairer	18.84
28043 - Carnival Worker	14.40***
28210 - Gate Attendant/Gate Tender	21.00
28310 - Lifeguard	14.80***
28350 - Park Attendant (Aide)	23.47
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	29.08
28630 - Sports Official	18.69
28690 - Swimming Pool Operator	21.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	37.04
29020 - Hatch Tender	37.04
29030 - Line Handler	37.04
29041 - Stevedore I	35.15
29042 - Stevedore II	39.89
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	47.95
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	33.06
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	36.41
30021 - Archeological Technician I	19.69
30022 - Archeological Technician II	22.02

30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	27.27
30040 - Civil Engineering Technician	30.71
30051 - Cryogenic Technician I	30.19
30052 - Cryogenic Technician II	33.35
30061 - Drafter/CAD Operator I	19.69
30062 - Drafter/CAD Operator II	22.02
30063 - Drafter/CAD Operator III	24.55
30064 - Drafter/CAD Operator IV	30.20
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	26.77
30095 - Evidence Control Specialist	27.26
30210 - Laboratory Technician	27.38
30221 - Latent Fingerprint Technician I	31.25
30222 - Latent Fingerprint Technician II	34.52
30240 - Mathematical Technician	36.98
30361 - Paralegal/Legal Assistant I	23.52
30362 - Paralegal/Legal Assistant II	29.14
30363 - Paralegal/Legal Assistant III	35.65
30364 - Paralegal/Legal Assistant IV	43.12
30375 - Petroleum Supply Specialist	33.35
30390 - Photo-Optics Technician	27.27
30395 - Radiation Control Technician	33.35
30461 - Technical Writer I	28.76
30462 - Technical Writer II	35.19
30463 - Technical Writer III	42.56
30491 - Unexploded Ordnance (UXO) Technician I	30.48
30492 - Unexploded Ordnance (UXO) Technician II	36.88
30493 - Unexploded Ordnance (UXO) Technician III	44.20
30494 - Unexploded (UXO) Safety Escort	30.48
30495 - Unexploded (UXO) Sweep Personnel	30.48
30501 - Weather Forecaster I	30.19
30502 - Weather Forecaster II	36.73
30620 - Weather Observer Combined Upper Air Or (see 2)	24.55
Surface Programs	
30621 - Weather Observer Senior (see 2)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.88
31020 - Bus Aide	26.00
31030 - Bus Driver	33.52
31043 - Driver Courier	20.07
31260 - Parking and Lot Attendant	14.57***
31290 - Shuttle Bus Driver	19.65
31310 - Taxi Driver	17.57
31361 - Truckdriver Light	21.32
31362 - Truckdriver Medium	22.58
31363 - Truckdriver Heavy	27.62
31364 - Truckdriver Tractor-Trailer	27.62
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.98
99030 - Cashier	14.14***
99050 - Desk Clerk	16.77
99095 - Embalmer	35.95
99130 - Flight Follower	30.48
99251 - Laboratory Animal Caretaker I	17.44
99252 - Laboratory Animal Caretaker II	18.53

99260 - Marketing Analyst	40.19
99310 - Mortician	36.79
99410 - Pest Controller	22.35
99510 - Photofinishing Worker	20.71
99710 - Recycling Laborer	28.96
99711 - Recycling Specialist	33.08
99730 - Refuse Collector	26.88
99810 - Sales Clerk	16.28
99820 - School Crossing Guard	18.85
99830 - Survey Party Chief	31.69
99831 - Surveying Aide	22.99
99832 - Surveying Technician	28.73
99840 - Vending Machine Attendant	24.40
99841 - Vending Machine Repairer	28.93
99842 - Vending Machine Repairer Helper	24.40

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 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.

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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: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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))."