

**United States District Court
Probation Office
District of New Jersey**

*Request for Quotation
Solicitation # NJXPROB-02-2021*

Request Date: May 25, 2021

Deadline for Quotes: June 9, 2021

Project Review Meeting/Field Inspection: By Appointment Only by no later than June 7, 2021

Project: Cyclical Carpet/Flooring – Martin Luther King, Jr. Courthouse – U.S. Probation Office 50 Walnut Street, Room 1005, Newark, NJ 07102

**To: Advertise on <https://www.njp.uscourts.gov/procurement-solicitation>;
<https://www.unisonglobal.com/product-suites/acquisition/marketplace/>**

Special Notes and Requirements:

- This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. Probation Office, District of New Jersey Cyclical Carpeting/Flooring at the Martin Luther King, Jr. Courthouse located at 50 Walnut Street, Room 1005, Newark, NJ 07102
- This is a request for carpet on **GSA Schedule**.
- This request for vinyl tile **Open Market Pricing**.
- All contractors must agree to the Terms and Conditions set out in Attachment A.
- A firm-fixed price award from this RFQ will be made based on the offer with the lowest priced technically acceptable. Technical specifications are listed in the Scope of Work section.
- **Square footage indicated in specifications are approximates and field measurements are required. 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 will be completed during business hours, Monday – Friday 8:00 am – 4:00pm. unless other arrangements are made.
- 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 will be subject to security checks including fingerprinting and background investigations.
- If the contractor is unable to supply a sufficient number of technically knowledgeable employees to work on this project; and is unable to complete the work within the prescribed time, the judiciary may terminate the contract for default; as prescribed in FAR Subparts 49.401(a) & 49.402-1(a)(b)(c).
- 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 in six weeks.
- All quotes shall include a carpet (seam) installation plan for the work area.
- Proposals must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted.
- A site review for the purpose of responding to this RFQ is *by appointment only no later than June 7, 2021* (**This will depend on the COVID-19 situation**). Please contact Julienne Williams via email Julienne_Williams@njp.uscourts.gov to schedule appointment.
- Contractors may submit questions via email to Julienne Williams. The deadline for submission of questions is **June 7, 2021**. 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 **June 9, 2021 (no later than Noon)**
- Quotes must be valid through **June 30, 2021**.
- Contractors will be responsible for any damage to building, furnishing, or floors during the course of work being performed.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and Probation. **Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.**

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, and received by deadline. Quotes may be mailed (Must be stamped by deadline), hand delivered, faxed or e-mailed to:

Julienne Williams
U.S. Probation Office
50 Walnut Street, Room 1001
Newark, NJ 07102
Phone: 973-645-6304
Fax: 973-681-6041
Email: julienne_williams@njp.uscourts.gov

Questions concerning this RFQ should be addressed to the contact above.

STATEMENT OF WORK

1. Description of Project

1.1 Introduction

The U.S. Probation Office District of New Jersey has developed a Cyclical Maintenance Plan to help with space and facilities upkeep. This plan includes a cyclical carpet/flooring replacement schedule which identifies areas for carpeting and flooring every ten years.

1.2 Objectives

The project is part of the Probation's Cyclical Maintenance Plan which has identified certain areas at the MLK Courthouse Probation Office for Cyclical Carpeting/Flooring in 2021. The project aims to complete the carpeting/flooring in an efficient and timely manner, with minimal disruption to Probation's 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 cyclical carpeting/flooring replacement in the U.S. Probation Office, MLK Courthouse, 50 Walnut Street, Room 1005, Newark, NJ 07102. The focus of this project will be hallways, kitchen, open areas, as well as individual offices. Please see the attached map for the area included in the SOW.

1.4 Special Requirements

- Quote shall include office furniture move (desks/credenzas/tables/book shelves/filing cabinets/safes), **excluding IT Equipment.**
- Any contractor providing a quote for this project must have at least five years experience with commercial level carpeting and flooring installation and have the manpower, equipment and tools required to complete the work to industry standards
- 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 carpeting/flooring installation, ensure that all areas are left clean each day, 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 Probation Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.
- All carpet/flooring installers must have the technical knowledge and experience with installation of commercial carpeting/flooring, including any use of adhesives, protections, and tools needed as part of the contract. Installers must be able to follow manufacturer's instructions on installation.
- If applicable contractor will provide sample layout of approximately 10'x10' showing the chosen pattern of the carpet tile to be used as a template for all carpet tile installation.
- Low odor and Non-Toxic adhesives and installation materials shall be used on all areas.
- 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 contractor will work at the convenience of the Probation Office and must be available to complete the work during business hours.
- The project schedule shall be coordinated with the Paint vendor and Probation.
- 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 U.S. Marshals Office prior to starting work on the project.
- Probation Office 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 carpet/flooring as defined in Section 3.0 until installation;
- Clean-up and removal of any debris or trash associated with the installation of carpet/flooring;
- Removal/disposal of old carpeting/flooring.
- Installation of new vinyl wall base.
- Preparation and cleaning of floor to receive new carpet/flooring, including removal of any remnants of previous carpet/flooring.
- Installation of carpet tile (installation shall be done in accordance with manufacturer's recommendations and will ensure patterns are aligned and seams are tight; small piecing of carpeting is unacceptable).
- Installation of vinyl tile (installation shall be done in accordance with manufacturer's recommendations and will ensure patterns are aligned and seams are tight; small piecing of vinyl is unacceptable).
- Thorough vacuuming of area after carpeting/flooring installation is completed so that area is ready for furniture replacement and use.
- Any and all additional work necessary to complete cyclical carpeting/flooring shall meet industry and manufacturers standards, and to the satisfaction and approval of the General Services Administration and the Probation Office; and
- Any and all additional work necessary shall meet all local building fire and safety codes, and the Terms and Conditions set forth in Attachments A& B.

Probation shall perform the following task as part of move:

- Clear off any furniture to be moved, to allow for proper installation of carpet/flooring.
- Pack and unpack all personal and miscellaneous items.
- Pack, store and setup computers (to include wires and cords), printers and copiers.

3.0 Deliverables

Table A, below, identifies the area included in the cyclical carpet/flooring, approximate square footage and the type of flooring to be installed. (Please note contractors should take field measurements to confirm square footage.)

Location	Approx. Area (Sqft)	Carpet and Flooring Selections	Schedule
Room 1005 – Probation Office - PSI Unit			
PSI Unit	7,500 Est. Sq. Ft.	Probation Office Room 1005: Offices, Halls, Closets Carpet Tile: TBD Color: TBD Method: TBD GSA Schedule: TBD	6 weeks
PSI Unit	1,180 Est. Sq. Ft.	Probation Office Room 1005; Kitchen: TBD OPEN MARKET PRICING “BRAND NAME OR EQUAL”	6 weeks

3.1 Schedule for Performance and Delivery/Milestone Schedules

- A decision for awarding the contract will be made upon a firm-fixed price award based on the lowest price technically acceptable.
- 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. **Work must be completed within 6 weeks of award of contract, unless otherwise arranged with court Project Manager. (This will depend on the COVID-19 situation).** The Contractor will work with the painting vendor and Probation to complete a final schedule.
- Contractor may submit partial invoices for work completed once the area has been inspected and approved by Probation. Submittal of partial invoices shall be limited to once a week.

3.2 Review Period for Deliverable

Probation 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:

- Installation of carpet will be in a manner that is clean, uniform, without defect, fraying, or damage to floors or walls;
- Carpet/Tile shall be installed per manufacturer’s instructions;
- Carpet/Tile shall be installed with tight seams and patterns properly matched;
- Carpet/Tile shall be vacuumed and free of glue, dirt, and debris.
- Sample selections shall match samples provided to contractor;
- New vinyl wall base shall be installed to match color approved by Probation;
- All trash, remnants, carpet pieces, tile flooring pieces, etc., shall be removed and space completely cleaned upon completion of project.
- If necessary, contractor will return for flooring issues as needed to meet approval of Probation.
- Following completion of carpet installation in each phase, contractor shall remove all trash and thoroughly clean any residual materials, fibers, trash, and carpet remnants left behind. Space shall be completely cleaned.

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. Courthouse, U.S. Probation Office, District of New Jersey, 50 Walnut Street, Room 1005, Newark, NJ 07102.

4.2 Government Furnished Property

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

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 Probation.

4.4. Access to Judiciary IT Networks

At no time shall the contractor have access to the Judiciary IT Network or Probation 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 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and
 - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(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.

46.301 Contractor inspection requirements.

The contracting officer shall insert the clause at 52.246-1, Contractor Inspection Requirements, in solicitations and contracts for supplies or services when the contract amount is expected to be at or below the simplified acquisition threshold and (a) inclusion of the clause is necessary to ensure an explicit understanding of the contractor's inspection responsibilities, or (b) inclusion of the clause is required under agency procedures. The clause shall not be used if the contracting officer has made the determination specified in 46.202-2(b).

Parent topic: Subpart 46.3 - Contract Clauses

52.246-1 Contractor Inspection Requirements.

As prescribed in 46.301 , insert the following clause:

CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

Parent topic: 52.246 [Reserved]

222.102-1 Policy.

(1) Direct all inquiries from contractors or contractor employees regarding the applicability or interpretation of Occupational Safety and Health Act (OSHA) regulations to the Department of Labor.

(2) Upon request, provide the address of the appropriate field office of the Occupational Safety and Health Administration of the Department of Labor.

(3) Do not initiate any application for the suspension or relaxation of labor requirements without prior coordination with the labor advisor. Any requests for variances or alternative means of compliance with OSHA requirements must be approved by the Occupational Safety and Health Administration of the Department of Labor.

Parent topic: 222.102 Federal and State labor requirements.

222.402-70 Installation support contracts.

(a) Apply both the Service Contract Labor Standards statute and the Construction Wage Rate Requirements statute to installation support contracts if—

(1) The contract is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting, or repair work; and

(2) The aggregate dollar value of such construction work exceeds or is expected to exceed \$2,000.

(b) *Service Contract Labor Standards statute coverage under the contract.* Contract installation support requirements, such as plant operation and installation services (i.e., custodial, snow removal, etc.) are subject to the Service Contract Labor Standards. Apply Service Contract Labor Standards clauses and minimum wage and fringe benefit requirements to all contract service calls or orders for such maintenance and support work.

(c) *Construction Wage Rate Requirements statute coverage under the contract.* Contract construction, alteration, renovation, painting, and repair requirements (i.e., roof shingling, building structural repair, paving repairs, etc.) are subject to the Construction Wage Rate Requirements statute. Apply Construction Wage Rate Requirements clauses and minimum wage requirements to all contract service calls or orders for construction, alteration, renovation, painting, or repairs to buildings or other works.

(d) *Repairs versus maintenance.* Some contract work may be characterized as either Construction Wage Rate Requirements painting/repairs or Service Contract Labor Standards maintenance. For example, replacing broken windows, spot painting, or minor patching of a wall could be covered by either the Construction Wage Rate Requirements or the Service Contract Labor Standards. In those instances where a contract service call or order requires construction trade skills (i.e., carpenter, plumber, painter, etc.), but it is unclear whether the work required is Service Contract Labor Standards maintenance or Construction Wage Rate Requirements painting/repairs, apply the following rules:

(1) Individual service calls or orders which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the Construction Wage Rate Requirements.

(2) Individual service calls or orders which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the Service Contract Labor Standards.

(3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the Construction Wage Rate Requirements statute regardless of the total work-hours required.

(e) The determination of labor standards application shall be made at the time the solicitation is prepared in those cases where requirements can be identified. Otherwise, the determination shall be made at the time the service call or order is placed against the contract. The service call or order shall identify the labor standards law and contract wage determination which will apply to the work required.

(f) Contracting officers may not avoid application of the Construction Wage Rate Requirements statute by splitting individual tasks between orders or contracts.

Parent topic: [222.402 Applicability.](#)

512.203 Procedures for solicitation, evaluation, and award.

(a) *Federal Supply Schedule contracts.* For Federal Supply Schedule contracts, the contracting officer shall use the policies in FAR 12 and this [part 512](#) in conjunction with the policies and procedures in FAR 38 and [part 538](#). See , Use of Bid Samples, if applicable.

(b) *Deregulated/Competitive Acquisitions for Natural Gas and Electricity.* For deregulated/competitive acquisitions, the contracting officer shall use policies and procedures in FAR 12 and this [part 512](#) in conjunction with the policies and procedures in FAR 41.202 (a) and (b), the review requirements of FAR 41, and GSAM [part 541](#), as applicable.

(c) *Construction as a commercial item.* The provisions and clauses in FAR 36 and GSAM [part 536](#) address the fundamental aspects of construction contracting. FAR 36 and GSAM [part 536](#) apply well-established commercial principles that are designed to result in an equitable distribution of risk between the Government and its contractors. The contracting officer should consider the following when contemplating a construction acquisition as a commercial item—

(1) FAR 12, as currently promulgated, should rarely be used for new construction acquisitions or non-routine alteration and repair services.

(2) FAR 12 and GSAM [part 512](#) may be used in limited circumstances involving construction contracting, primarily for routine alteration and repair services as well as for the acquisition of commercial construction materials and associated ancillary services. It may be appropriate to use FAR 12 and GSAM [part 512](#) for routine projects such as painting or carpeting, simple hanging of drywall, everyday electrical or plumbing work, and similar noncomplex services, as well as for purchases of commercial construction material and associated ancillary services.

(3) Whether a construction acquisition is conducted under FAR 36 or FAR 12, the contracting officer must adhere to the policies of FAR Subpart 22.4. This subpart addresses labor standards for contracts involving construction. Prior to making the determination that a construction acquisition can be conducted as a commercial item, the contracting officer should conduct appropriate market research in accordance with FAR 10 and GSAM .

(4) Construction contracts in excess of \$2,000 must include an applicable Construction Wage Rate Requirements statute wage determination found at <https://www.wdol.gov>. If the construction contract is greater than \$30,000, then the SF 1442 should be used in lieu of the SF 1449 and the bonds or alternate payment protection provisions of FAR 28.102-1, 28.102-2 and 28.102-3 apply.

(5) Construction contracts awarded as commercial item acquisitions should not exceed the prospectus threshold. The prospectus threshold as referenced in section 102-73.35 of the Federal Management Regulation (FMR) is posted at <https://www.gsa.gov/annualprospectusthreshold>.

(d) *Acquisitions with Commercial Supplier Agreements.* For acquisitions with commercial supplier agreements, the deviated commercial items clause [552.212-4](#) as prescribed in [512.301](#) addresses common commercial terms that conflict with Federal law and makes the terms unenforceable against the Government. The contracting officer is responsible for:

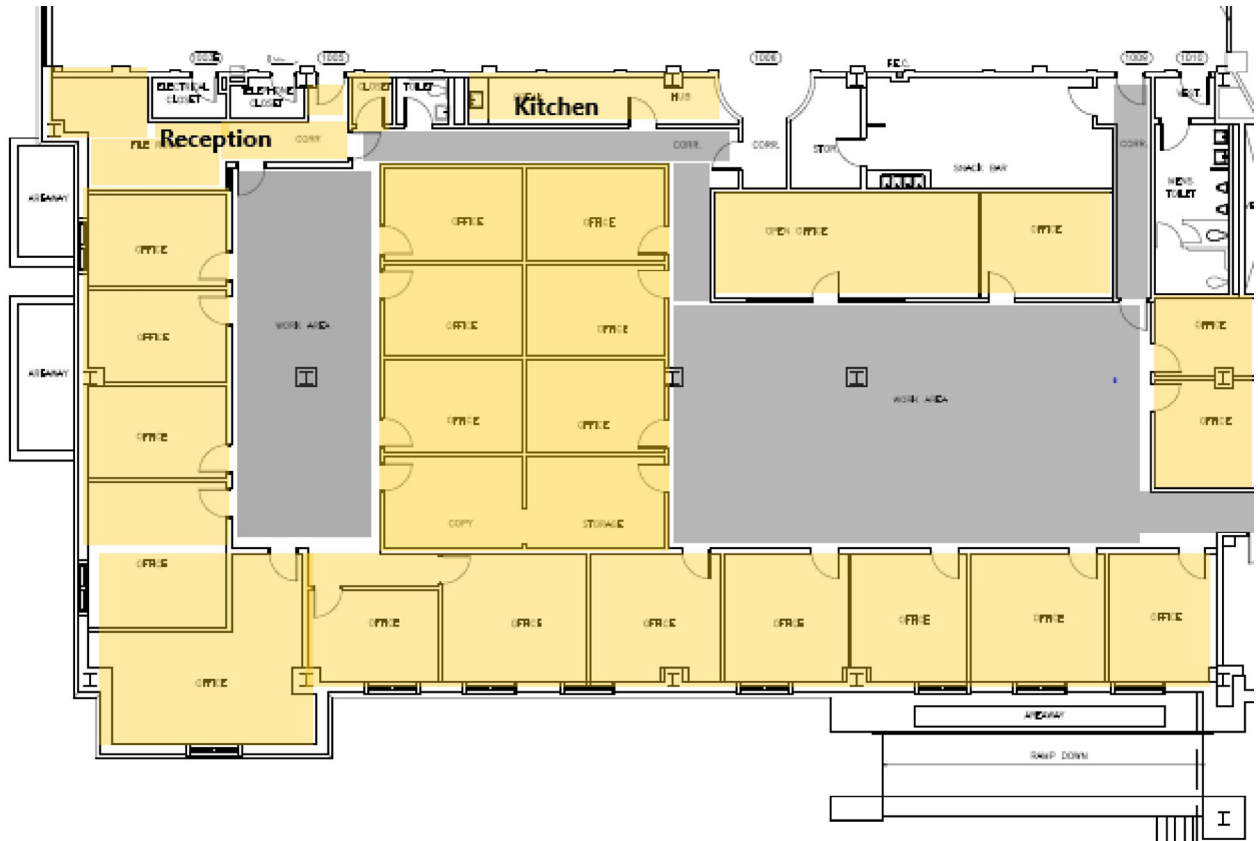
(1) Identifying objectionable terms not covered by the deviated clause;

(2) Negotiating terms as necessary to meet the Government's needs; and

(3) Documenting the full commercial supplier agreement, including referenced terms, as addenda to the contract (see [504.803\(b\)\(23\)](#)).

Parent topic: [Subpart 512.2 - Special Requirements for the Acquisition of Commercial Items](#)

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

Wage Determination No.: 2015-4212
Daniel W. Simms | Division of | Revision No.: 14
Director | Wage Determinations | Date Of Last Revision: 04/20/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: 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	18.61	
01012 - Accounting Clerk II	20.90	
01013 - Accounting Clerk III	23.38	
01020 - Administrative Assistant	34.92	
01035 - Court Reporter	23.80	
01041 - Customer Service Representative I	15.93	
01042 - Customer Service Representative II	17.91	
01043 - Customer Service Representative III	19.54	
01051 - Data Entry Operator I	17.08	
01052 - Data Entry Operator II	18.63	
01060 - Dispatcher Motor Vehicle	25.79	
01070 - Document Preparation Clerk	16.26	
01090 - Duplicating Machine Operator	16.26	
01111 - General Clerk I	15.53	
01112 - General Clerk II	17.49	

01113 - General Clerk III	19.02
01120 - Housing Referral Assistant	26.92
01141 - Messenger Courier	16.38
01191 - Order Clerk I	16.49
01192 - Order Clerk II	21.31
01261 - Personnel Assistant (Employment) I	18.96
01262 - Personnel Assistant (Employment) II	21.22
01263 - Personnel Assistant (Employment) III	23.66
01270 - Production Control Clerk	25.22
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	20.50
01410 - Supply Technician	34.92
01420 - Survey Worker	21.64
01460 - Switchboard Operator/Receptionist	16.77
01531 - Travel Clerk I	17.45
01532 - Travel Clerk II	18.91
01533 - Travel Clerk III	20.52
01611 - Word Processor I	17.87
01612 - Word Processor II	20.07
01613 - Word Processor III	22.44
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	17.33
07042 - Cook II	19.35
07070 - Dishwasher	12.53
07130 - Food Service Worker	13.47
07210 - Meat Cutter	19.20
07260 - Waiter/Waitress	14.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.00
09040 - Furniture Handler	16.73
09080 - Furniture Refinisher	22.00
09090 - Furniture Refinisher Helper	18.56
09110 - Furniture Repairer Minor	20.16

09130 - Upholsterer	22.00
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.85
11060 - Elevator Operator	16.36
11090 - Gardener	20.40
11122 - Housekeeping Aide	16.36
11150 - Janitor	16.36
11210 - Laborer Grounds Maintenance	16.78
11240 - Maid or Houseman	15.49
11260 - Pruner	15.59
11270 - Tractor Operator	19.39
11330 - Trail Maintenance Worker	16.78
11360 - Window Cleaner	17.61
12000 - Health Occupations	
12010 - Ambulance Driver	24.60
12011 - Breath Alcohol Technician	24.60
12012 - Certified Occupational Therapist Assistant	33.97
12015 - Certified Physical Therapist Assistant	30.02
12020 - Dental Assistant	20.81
12025 - Dental Hygienist	47.70
12030 - EKG Technician	35.58
12035 - Electroneurodiagnostic Technologist	35.58
12040 - Emergency Medical Technician	24.60
12071 - Licensed Practical Nurse I	22.02
12072 - Licensed Practical Nurse II	24.64
12073 - Licensed Practical Nurse III	27.46
12100 - Medical Assistant	18.23
12130 - Medical Laboratory Technician	32.04
12160 - Medical Record Clerk	23.96
12190 - Medical Record Technician	27.36
12195 - Medical Transcriptionist	21.49
12210 - Nuclear Medicine Technologist	46.71
12221 - Nursing Assistant I	12.68
12222 - Nursing Assistant II	14.26
12223 - Nursing Assistant III	17.32
12224 - Nursing Assistant IV	17.48
12235 - Optical Dispenser	28.17
12236 - Optical Technician	17.39
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	20.69
12305 - Radiologic Technologist	35.99
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)	30.51
12320 - Substance Abuse Treatment Counselor	26.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.03
13012 - Exhibits Specialist II	33.49
13013 - Exhibits Specialist III	40.95
13041 - Illustrator I	26.51

13042 - Illustrator II	33.23	
13043 - Illustrator III	40.60	
13047 - Librarian	36.42	
13050 - Library Aide/Clerk	16.63	
13054 - Library Information Technology Systems Administrator		32.65
13058 - Library Technician	25.62	
13061 - Media Specialist I	23.57	
13062 - Media Specialist II	26.35	
13063 - Media Specialist III	29.39	
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	20.89	
13110 - Video Teleconference Technician	26.51	
14000 - Information Technology Occupations		
14041 - Computer Operator I	19.00	
14042 - Computer Operator II	21.26	
14043 - Computer Operator III	23.71	
14044 - Computer Operator IV	26.35	
14045 - Computer Operator V	29.17	
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	19.00	
14160 - Personal Computer Support Technician	26.35	
14170 - System Support Specialist	39.24	
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	38.15	
15070 - Flight Instructor (Pilot)	52.46	
15080 - Graphic Artist	31.85	
15085 - Maintenance Test Pilot Fixed Jet/Prop	50.78	
15086 - Maintenance Test Pilot Rotary Wing	50.78	
15088 - Non-Maintenance Test/Co-Pilot	50.78	
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	14.11	
16030 - Counter Attendant	14.11	
16040 - Dry Cleaner	18.27	
16070 - Finisher Flatwork Machine	14.11	
16090 - Presser Hand	14.11	

16110 - Presser Machine Drycleaning	14.11	
16130 - Presser Machine Shirts	14.11	
16160 - Presser Machine Wearing Apparel Laundry		14.11
16190 - Sewing Machine Operator	19.03	
16220 - Tailor	19.97	
16250 - Washer Machine	15.80	
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	18.12	
21030 - Material Coordinator	25.22	
21040 - Material Expediter	25.22	
21050 - Material Handling Laborer	14.58	
21071 - Order Filler	16.41	
21080 - Production Line Worker (Food Processing)		18.12
21110 - Shipping Packer	17.39	
21130 - Shipping/Receiving Clerk	17.39	
21140 - Store Worker I	17.62	
21150 - Stock Clerk	22.08	
21210 - Tools And Parts Attendant	18.12	
21410 - Warehouse Specialist	18.12	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	37.53	
23019 - Aircraft Logs and Records Technician		31.63
23021 - Aircraft Mechanic I	36.12	
23022 - Aircraft Mechanic II	37.53	
23023 - Aircraft Mechanic III	38.94	
23040 - Aircraft Mechanic Helper	28.11	
23050 - Aircraft Painter	34.77	
23060 - Aircraft Servicer	31.63	
23070 - Aircraft Survival Flight Equipment Technician		34.77
23080 - Aircraft Worker	33.34	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.34
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		36.12
23110 - Appliance Mechanic	27.79	
23120 - Bicycle Repairer	23.85	
23125 - Cable Splicer	43.33	
23130 - Carpenter Maintenance	31.10	
23140 - Carpet Layer	27.98	
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	31.58	
23290 - Fire Alarm System Mechanic	28.04	
23310 - Fire Extinguisher Repairer	27.68	
23311 - Fuel Distribution System Mechanic	37.49	
23312 - Fuel Distribution System Operator	30.99	
23370 - General Maintenance Worker	23.69	
23380 - Ground Support Equipment Mechanic		36.12
23381 - Ground Support Equipment Servicer		31.63

23382 - Ground Support Equipment Worker		33.34
23391 - Gunsmith I	27.68	
23392 - Gunsmith II	30.90	
23393 - Gunsmith III	33.48	
23410 - Heating Ventilation And Air-Conditioning Mechanic		29.77
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		30.93
23430 - Heavy Equipment Mechanic		30.64
23440 - Heavy Equipment Operator		40.43
23460 - Instrument Mechanic	32.42	
23465 - Laboratory/Shelter Mechanic		32.23
23470 - Laborer	14.58	
23510 - Locksmith	25.78	
23530 - Machinery Maintenance Mechanic		28.93
23550 - Machinist Maintenance	23.84	
23580 - Maintenance Trades Helper	16.82	
23591 - Metrology Technician I	32.42	
23592 - Metrology Technician II	33.69	
23593 - Metrology Technician III	34.95	
23640 - Millwright	38.91	
23710 - Office Appliance Repairer	25.20	
23760 - Painter Maintenance	26.50	
23790 - Pipefitter Maintenance	32.64	
23810 - Plumber Maintenance	31.90	
23820 - Pneudraulic Systems Mechanic		33.48
23850 - Rigger	36.44	
23870 - Scale Mechanic	30.90	
23890 - Sheet-Metal Worker Maintenance		30.65
23910 - Small Engine Mechanic	22.51	
23931 - Telecommunications Mechanic I		35.25
23932 - Telecommunications Mechanic II		36.63
23950 - Telephone Lineman	42.64	
23960 - Welder Combination Maintenance		22.68
23965 - Well Driller	33.48	
23970 - Woodcraft Worker	33.48	
23980 - Woodworker	27.68	
24000 - Personal Needs Occupations		
24550 - Case Manager	17.97	
24570 - Child Care Attendant	13.95	
24580 - Child Care Center Clerk	17.40	
24610 - Chore Aide	13.14	
24620 - Family Readiness And Support Services Coordinator		17.97
24630 - Homemaker	20.13	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	36.29	
25040 - Sewage Plant Operator	33.92	
25070 - Stationary Engineer	36.29	
25190 - Ventilation Equipment Tender		28.69
25210 - Water Treatment Plant Operator		33.92
27000 - Protective Service Occupations		
27004 - Alarm Monitor	23.03	
27007 - Baggage Inspector	17.98	

27008 - Corrections Officer	34.40	
27010 - Court Security Officer	37.96	
27030 - Detection Dog Handler	20.36	
27040 - Detention Officer	34.40	
27070 - Firefighter	42.22	
27101 - Guard I	17.98	
27102 - Guard II	20.36	
27131 - Police Officer I	39.17	
27132 - Police Officer II	43.48	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	15.15	
28042 - Carnival Equipment Repairer	16.10	
28043 - Carnival Worker	12.30	
28210 - Gate Attendant/Gate Tender	18.42	
28310 - Lifeguard	13.40	
28350 - Park Attendant (Aide)	20.60	
28510 - Recreation Aide/Health Facility Attendant	18.95	
28515 - Recreation Specialist	25.53	
28630 - Sports Official	16.40	
28690 - Swimming Pool Operator	20.05	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	33.67	
29020 - Hatch Tender	33.67	
29030 - Line Handler	33.67	
29041 - Stevedore I	31.95	
29042 - Stevedore II	36.26	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.08	
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.78	
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	35.00	
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	30.08	
30052 - Cryogenic Technician II	33.22	
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	27.16	
30210 - Laboratory Technician	24.64	
30221 - Latent Fingerprint Technician I	27.86	
30222 - Latent Fingerprint Technician II	30.78	
30240 - Mathematical Technician	32.87	
30361 - Paralegal/Legal Assistant I	23.36	

30362 - Paralegal/Legal Assistant II	28.94	
30363 - Paralegal/Legal Assistant III	35.39	
30364 - Paralegal/Legal Assistant IV	42.84	
30375 - Petroleum Supply Specialist	33.22	
30390 - Photo-Optics Technician	27.27	
30395 - Radiation Control Technician	33.22	
30461 - Technical Writer I	26.41	
30462 - Technical Writer II	32.29	
30463 - Technical Writer III	39.16	
30491 - Unexploded Ordnance (UXO) Technician I		29.29
30492 - Unexploded Ordnance (UXO) Technician II		35.44
30493 - Unexploded Ordnance (UXO) Technician III		42.48
30494 - Unexploded (UXO) Safety Escort		29.29
30495 - Unexploded (UXO) Sweep Personnel		29.29
30501 - Weather Forecaster I	30.08	
30502 - Weather Forecaster II	36.60	
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	35.44	
31020 - Bus Aide	21.49	
31030 - Bus Driver	27.70	
31043 - Driver Courier	18.39	
31260 - Parking and Lot Attendant	12.87	
31290 - Shuttle Bus Driver	19.53	
31310 - Taxi Driver	15.97	
31361 - Truckdriver Light	19.53	
31362 - Truckdriver Medium	20.63	
31363 - Truckdriver Heavy	25.10	
31364 - Truckdriver Tractor-Trailer	25.10	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	17.28	
99030 - Cashier	12.21	
99050 - Desk Clerk	14.68	
99095 - Embalmer	35.95	
99130 - Flight Follower	29.29	
99251 - Laboratory Animal Caretaker I	15.18	
99252 - Laboratory Animal Caretaker II	16.13	
99260 - Marketing Analyst	40.19	
99310 - Mortician	35.95	
99410 - Pest Controller	22.35	
99510 - Photofinishing Worker	18.83	
99710 - Recycling Laborer	23.94	
99711 - Recycling Specialist	27.34	
99730 - Refuse Collector	22.22	
99810 - Sales Clerk	14.70	
99820 - School Crossing Guard	18.57	
99830 - Survey Party Chief	30.72	
99831 - Surveying Aide	22.28	
99832 - Surveying Technician	27.85	
99840 - Vending Machine Attendant	20.16	
99841 - Vending Machine Repairer	23.91	
99842 - Vending Machine Repairer Helper	20.16	

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor

prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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