

**United States District Court
District of New Mexico**

Request for Quotation

Request Date: March 14, 2022

Deadline for Quotes: April 29, 2018

Project Review Meeting/Field Measurements: April 14, 10:00 a.m. (ABQ) and April 15, 2022, 11:00 a.m. (SF)

Project: 2022 Albuquerque and Santa Fe Cyclical Carpet Cleaning

**To: VIA EMAIL
Bear Carpet Cleaning Specialists**

ALSO ADVERTISED VIA EXTERNAL WEBSITE AND AT PUBLIC INTAKE

Special Notes:

- This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. District Court (USDC), District of New Mexico Cyclical Carpet Cleaning on the 2nd through 7th floors at the Pete V. Domenici (PVD) Courthouse at 333 Lomas Blvd, in Albuquerque, New Mexico, the Historical Courthouse at 421 Gold NW, in Albuquerque, and the Santiago E. Campos Courthouse, 106 So. Federal Place, in Santa Fe.
- 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 indicated in specifications are approximates and field measurements are recommended. Changes cannot be made after contract is awarded.**
- All work will be completed evenings.
- The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- Work will require unescorted access to judiciary facilities during evening and weekend 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, and require access badges 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. Once security checks are completed, a time will be set up to issue badges to cleared employees.
- All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for completion of work.

- All quotes shall include a minimum of 12 emergency visits for spot cleaning. These visits shall encompass courthouses in Albuquerque and Santa Fe, and shall include the attempted cleaning of all types of spots and stains to the best of the contractor's ability.
- All quotes shall include a minimum of 100 chairs for upholstery cleaning. This number shall encompass courthouses in Albuquerque and Santa Fe, and shall include the attempted cleaning of all types of spots and stains to the best of the contractor's ability.
- Quotes shall be provided separately for each courthouse: 333 Lomas Blvd, NW, Albuquerque; 421 Gold NW, Albuquerque, and 106 South Federal Place, Santa Fe.
- All quotes shall include a second year option for the same work, priced separately from the original bid. Please see Provision 2-85A, Evaluation Inclusive of Options and Clause 2-90D, Option to Extend the Term of the Contract below.
- The contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- Contractors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.
- A site review for the purpose of responding to this RFQ is tentatively planned for **April 14, 10:00 a.m. (ABQ) and April 15, 2022, 11:00 a.m. (SF)** All interested contractors shall meet at the appointed time in the lobby of the PVD Courthouse, at 333 Lomas Blvd NW in Albuquerque, New Mexico and the lobby of the SF courthouse to review the space. Please confirm to Lydia Piper via email by COB on **April 11, 2022**, that you will be attending the site review and the number of representatives from your company that will be attending. If you are unable to make this meeting, please contact Lydia to make arrangements to view the workspace prior to the submission deadline.
- Please confirm to Lydia Piper via email by **April 11, 2022**, by COB that you will or will not be submitting a quote in response to this RFP.
- Contractors may submit questions via fax or email to Lydia Piper. The deadline for submission of questions is noon on **April 20, 2022**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all contractors submitting proposals.
- Please provide a list of names attending a site review of anyone wishing to take photos during the tour by COB **April 11, 2022**.
- Quotes are due by **April 29, 2022**, regardless of when the site tour was completed.
- Quotes must be valid through **September 30, 2022**.
- 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.**
- **Quotes must be valid through December 30, 2022.**

Quotes:

Submit a quote for the material and work to be completed in accordance with the attached Statement of Work (SOW). Quotes may be mailed, hand delivered, faxed or e-mailed to:

Lydia Piper
U.S. District Court
333 Lomas Blvd. NW
Albuquerque, New Mexico 87102
Phone: 505-348-2088 Fax: 505-348-2007
Email: lpiper@nmcourt.fed.us

Questions concerning this RFQ should be addressed to the same.

STATEMENT OF WORK

1. Description of Project

1.1 Introduction

To add to the life of carpeting installed throughout its courthouses in Albuquerque and Santa Fe, the U.S. District Court for the District of New Mexico (USDC) has developed a Cyclical Carpet Cleaning Maintenance plan. This plan consists of period cleaning of carpet and upholstery on a yearly basis.

1.2 Objectives

The project is part of the court's Cyclical Maintenance Plan, which aims to maintain the court's investment in carpet, furniture, drapery and other finishes on a regular basis. Through cyclical cleaning, the court wishes to extend the life of carpet throughout the courthouse.

1.3 Scope

The scope of the project includes hot water extraction of all carpet areas occupied by the USDC located at the Pete V. Domenici Courthouse, 333 Lomas Blvd. NW and 421 Gold, in Albuquerque, and the Santiago E. Campos Courthouse, 106 So. Federal Place, in Santa Fe, as defined in the Requirements Section. The project also includes upholstery cleaning and emergency spot cleaning.

1.4 Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level carpet cleaning and upholstery cleaning.
- Any contractor providing a quote must attend **Project Review/Field Measurement meetings on April 14 and 15, 2022** as noted above.

- A Supervisor or Project Manager must be assigned to the project to oversee and inspect all cleaning. The Supervisor/Project Manager will be expected to meet regularly with the USDC to review completed work.
- Any chemicals used during the carpet cleaning must be low odor and non-toxic.
- Due to security issues, all cleaning must be completed using portable units; truck units utilizing hoses will not be allowed.
- All quotes shall include a minimum of 12 emergency visits for spot cleaning. These visits shall encompass courthouses in Albuquerque and Santa Fe, and shall include the attempted cleaning of all types of spots and stains to the best of the contractor's ability and industry standard.
- All quotes shall include a minimum of 100 chairs for upholstery cleaning. This number shall encompass courthouses in Albuquerque and Santa Fe, and shall include the attempted cleaning of all types of spots and stains to the best of the contractor's ability and industry standard.
- All quotes shall include a second year option for the same work, priced separately from the original bid. Please see Provision 2-85A, Evaluation Inclusive of Options and Clause 2-90D, Option to Extend the Term of the Contract below.
- The contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends.
- The project schedule shall include cleaning at least one quadrant per floor per night at the 333 Lomas courthouse in Albuquerque, and one half floor per night at 421 Gold SW in Albuquerque, and at 106 So. Federal Place in Santa Fe, or as arranged by the court.
- Number of crew members shall be appropriate for amount of work to be completed on a given night.
- All crew members must receive a security clearance and obtain an access badge through the USDC prior to starting work on the project.
- The USDC & 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:

- One **hot-water extraction** of all carpeted areas occupied by the USDC in courthouses located in Albuquerque and Santa Fe, 333 Lomas & 421 Gold (ABQ), and 106 So. Federal Place, (SF), using portable equipment that can be transported into the building;
- One additional **low-moisture** cleaning for all carpeted areas occupied by the USDC on the 2nd floor at 333 Lomas, to be performed approximately 6 months after the hot water extraction, using portable equipment that can be transported into the building;
- Emergency spot cleaning within 24-48 hours of call as defined in the Special Requirements, using portable equipment that can be transported into the building;

- Upholstery cleaning as needed as defined in the Special Requirements, using portable equipment that can be transported into the building;
- Moving/replacing of chairs, chair mats, and small tables, to allow cleaning of all areas; desks, couches/lounge chairs, large tables to remain in place.
- Protective sheets shall be used under chairs and table feet if carpet is still wet; Chair mats should not be replaced if carpet is still wet.
- Any and all additional work and materials necessary to complete the carpet cleaning to meet industry and manufacturers standards and to the satisfaction and approval of the U.S. District 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.

3.0 Deliverables

Table A, below, identifies the area of the carpet to be cleaned, the type of cleaning to be conducted (extraction or low moisture) and the approximate square footage. (Please note contractors should take field measurements to confirm square footage.)

Location	Approx. Area (Sqft)	Work to be Performed
<u>Project 1 - 333 Lomas Blvd, ABQ</u>		
2 nd Floor - All Hallways and Open Areas	8410	1 hot water extraction per year; 1 low moisture cleaning per year.
2 nd Floor NE - Corner Conference Room, Training Room, Records, Operations open area and Offices	8410	1 hot water extraction per year; 1 low moisture cleaning per year.
2 nd Floor NW - Corner Offices and Jury Room	8410	1 hot water extraction per year; 1 low moisture cleaning per year.
2 nd Floor SE Corner - Offices, Conf & Workroom	8410	1 hot water extraction per year; 1 low moisture cleaning per year.
2 nd Floor SW Corner - Offices, Conference room & IT workroom	8410	1 hot water extraction per year; 1 low moisture cleaning per year.
3 rd Floor NW Corner - Grand Jury and Offices	1900	1 hot water extraction per year
3 rd Floor SW & SE Corner – Courtrooms, Halls and Offices	8925	1 hot water extraction per year
4 th Floor SE & SW Corner - Courtrooms, Hall & Offices	8925	1 hot water extraction per year
4 th Floor NE & NW Corner - Courtrooms, Halls & Offices	8925	1 hot water extraction per year
5 th Floor SE & SW Corner - Courtrooms, Halls & Offices	8925	1 hot water extraction per year
5 th Floor NE & NW Corner - Courtrooms, Hall & Offices	8925	1 hot water extraction per year

Location	Approx. Area (Sqft)	Work to be Performed
6 th Floor SE & SW Corner - Chambers	7650	1 hot water extraction per year
6 th Floor NE & NW Corner - Chambers	7650	1 hot water extraction per year
7 th Floor SE & SW - Corner Chambers	7650	1 hot water extraction per year
7 th Floor NE & NW - Corner Chambers	7650	1 hot water extraction per year
6 th & 7 th Floor Rotunda, Back Hallways & Library (includes stairs)	9500	1 hot water extraction per year
Approximate Total Square Footage	128,675	
<u>Project 2 – 421 Gold SW, ABQ</u>		
2 nd Floor – All Carpeted Areas	5,500	1 hot water extraction per year
6 th Floor – All Carpeted Areas	5,500	1 hot water extraction per year
Approximate Total Square Footage	11,000	
<u>Project 3 - 106 So. Federal Place, SF</u>		
1 st Floor - South side Carpeted areas in Judge Herrera's chambers and staff offices only.	2000	1 hot water extraction per year.
2 nd Floor - North side – Clerk's Office and small courtroom	4450	1 hot water extraction per year.
2 nd Floor - South side - Judge Vázquez Chambers, staff offices, library and large courtroom	6000	1 hot water extraction per year.
Approximate Total Square Footage	12,450	

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 and crews have received access badges.
- The work schedule shall include cleaning of at least one quadrant per floor per night in the Albuquerque courthouse and one half floor per night in Santa Fe. It is expected that the contractor shall work consecutive evenings to complete at least one floor per week in Albuquerque and all areas in Santa Fe within one week.
- 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 USDC will review each area with the Project Manager within 48 hours of completion of cleaning. 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:

- Carpet shall be clean and free of all stains and dirt to the best of contractor's ability and to industry standards.
- Carpet shall be dry within 12 hours of cleaning and no lingering chemical odors shall remain.
- Furniture will be protected by plastic covers to prevent water damage. Contractor shall return to remove all protective covers within 24 hours of initial cleaning.
- Upholstery will be free of all stains and dirt to the best of the contractor's ability and to industry standards.
- Upholstery shall be dry within 12 hours of cleaning.
- Chair mats that are moved to allow cleaning shall be placed in a position and area so that they do not fall on surrounding furniture. USDC will replace chair mats after carpet is dry.

4.0 Environment

The contract is divided into two projects in Albuquerque and Santa Fe. All work will be conducted in occupied space.

4.1 Locations for Performance

Project 1 – Located at the Pete V. Domenici Courthouse, U.S. District Court, 333 Lomas Blvd, Albuquerque, New Mexico, 2-7 floors.

Project 2 – Located at the Historical Courthouse, U.S. District Court, 421 Gold SW, Albuquerque, New Mexico, 2nd & 6th floors.

Project 3 – Located at the Santiago E. Campos Courthouse, U.S. District Court, 106 South Federal Place, Santa Fe, New Mexico, 1-2 floors.

4.2 Government Furnished Property

No equipment or materials of any kind shall be provided by the USDC.

4.3 Contractor Furnished Material

The contractor must furnish all equipment and materials needed to perform the Scope of Work. No equipment or materials shall be stored at the courthouses during the duration of the project. All equipment and materials shall be removed each night after cleaning.

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)

USDC Request for Proposal - 2022 Cyclical Carpet Cleaning

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.

USDC Request for Proposal - 2022 Cyclical Carpet Cleaning

(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

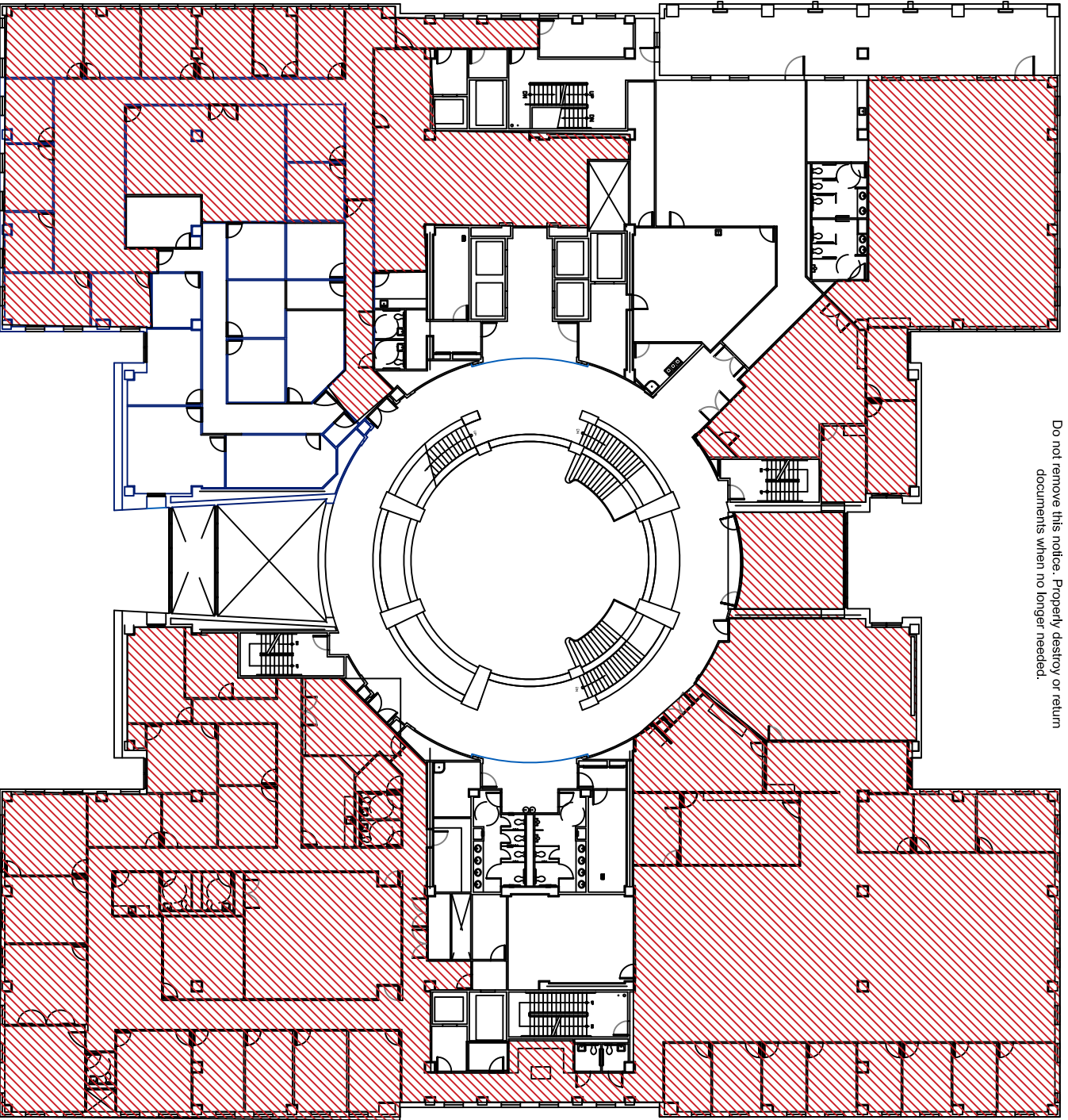
(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(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.

ATTACHMENT B – DRAWINGS

2nd Floor

Pate V. Domenici Courthouse - 333 Lomas Blvd. NW, ABQ, NM 87102
SENSITIVE BUT UNCLASSIFIED (SBU)
PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
Do not remove this notice. Properly destroy or return documents when no longer needed.



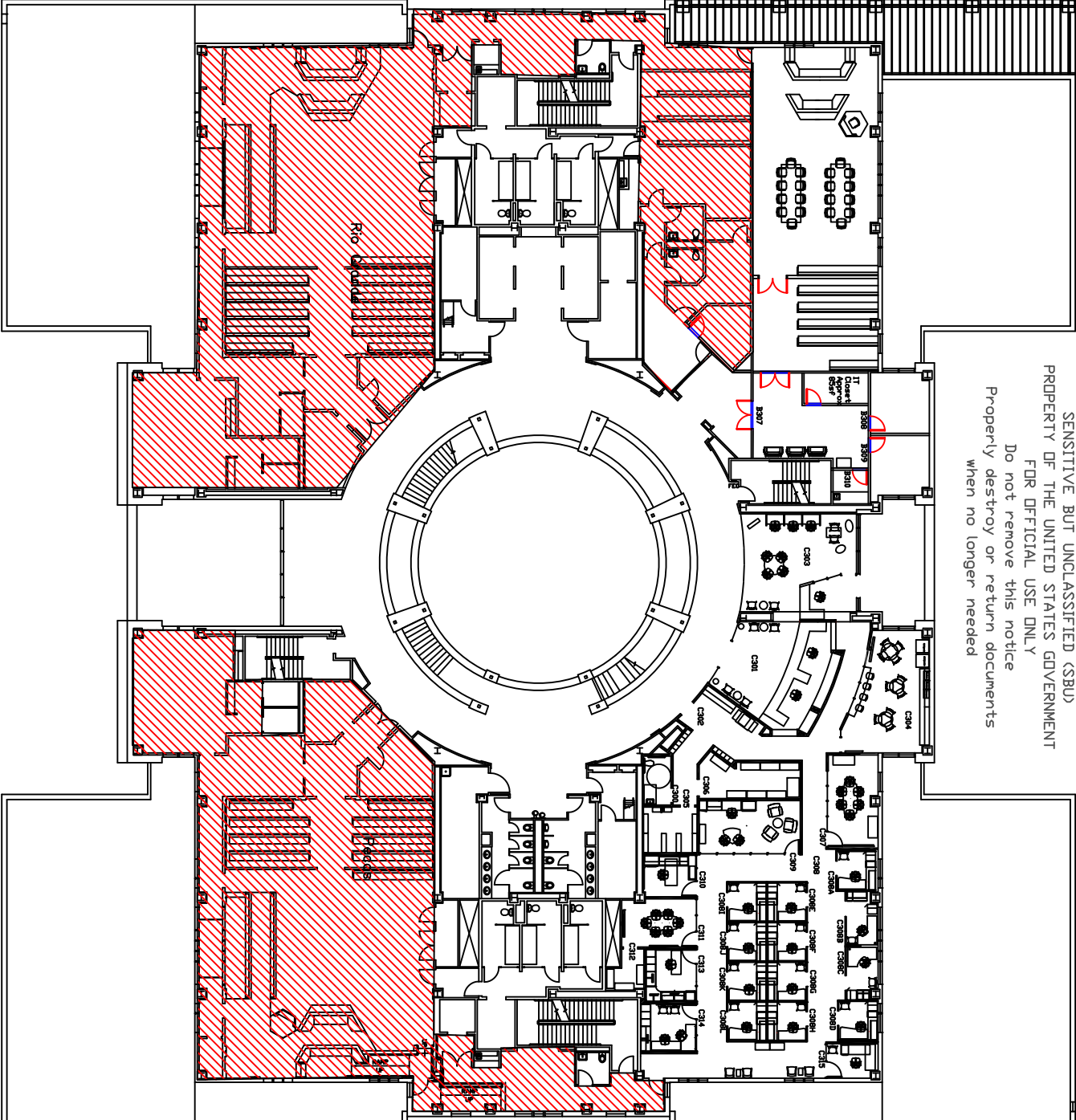
333 Lomas - 3rd Floor

SENSITIVE BUT UNCLASSIFIED (SBU)
PROPERTY OF THE UNITED STATES GOVERNMENT

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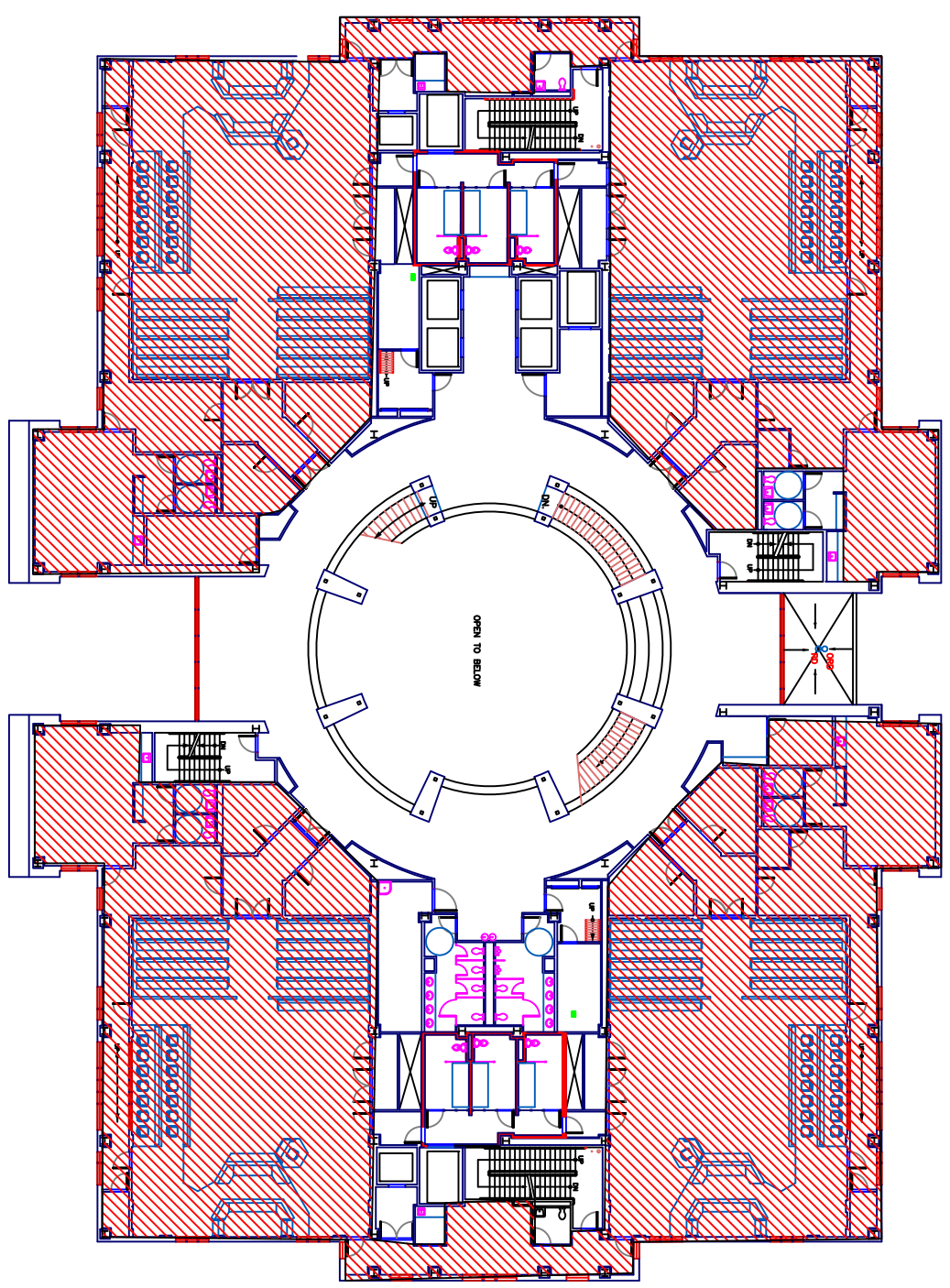
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333 Lomas - 4th Floor

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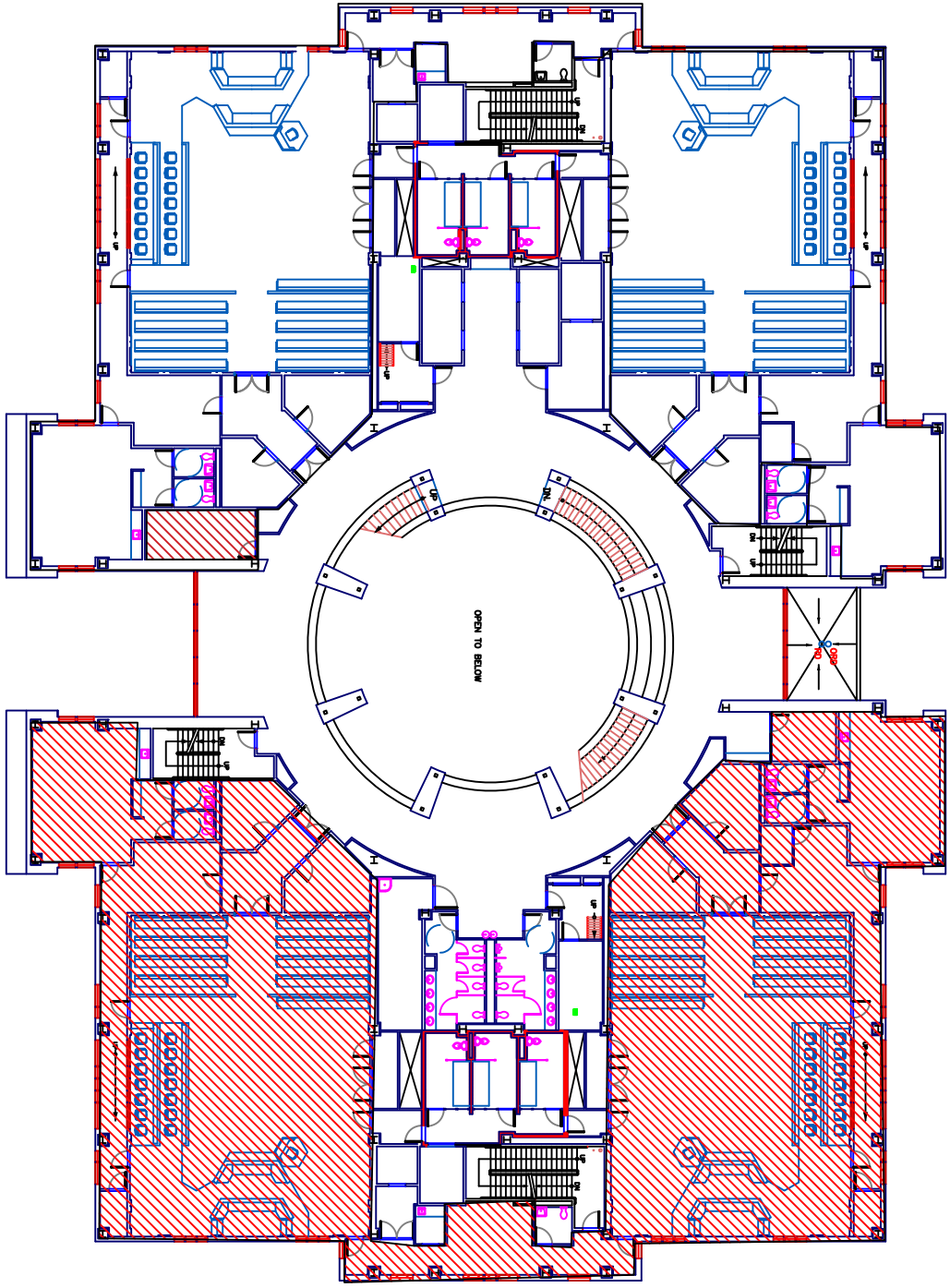
333 Lomas - 5th Floor

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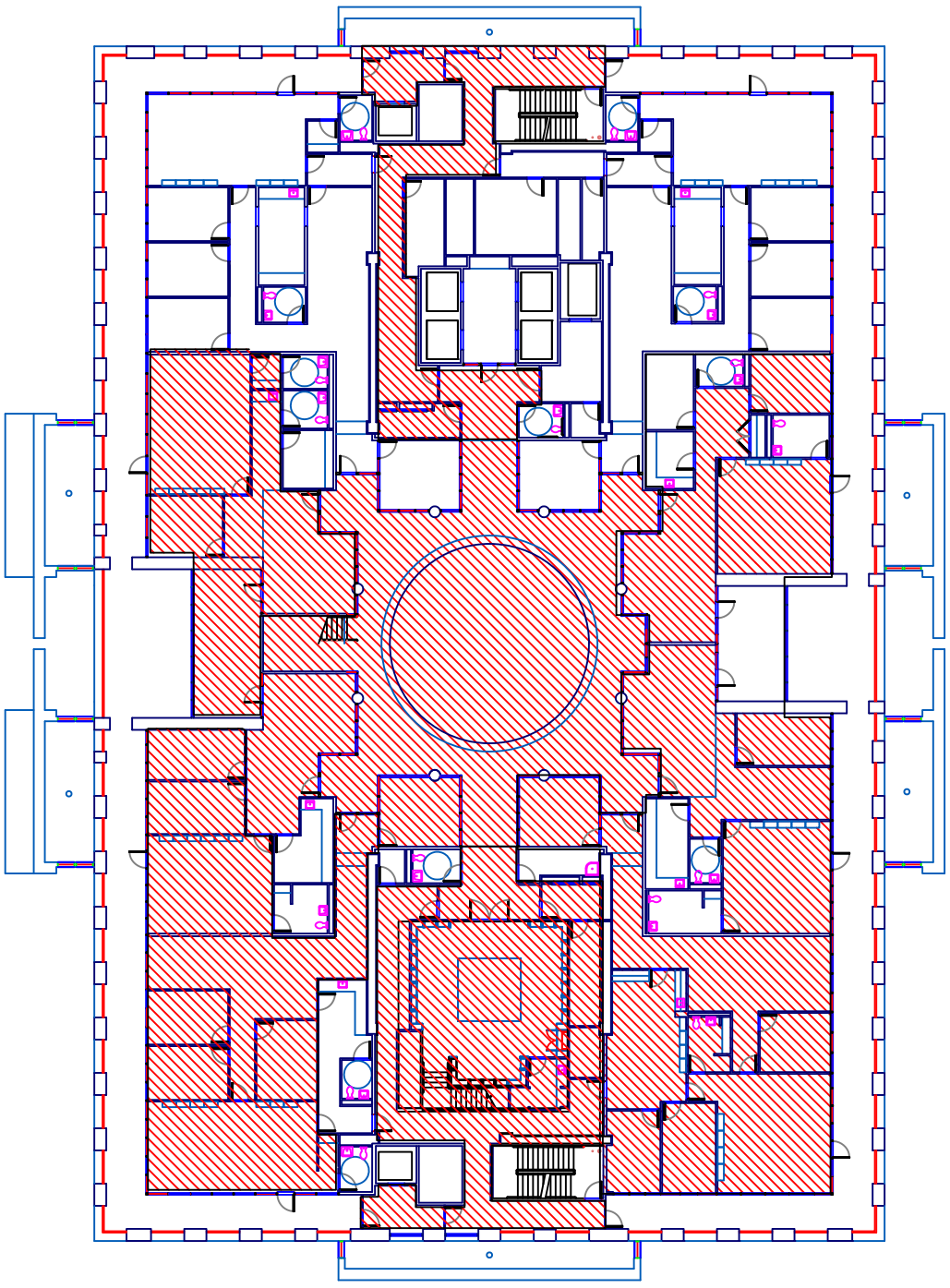
333 Lomas - 6th Floor

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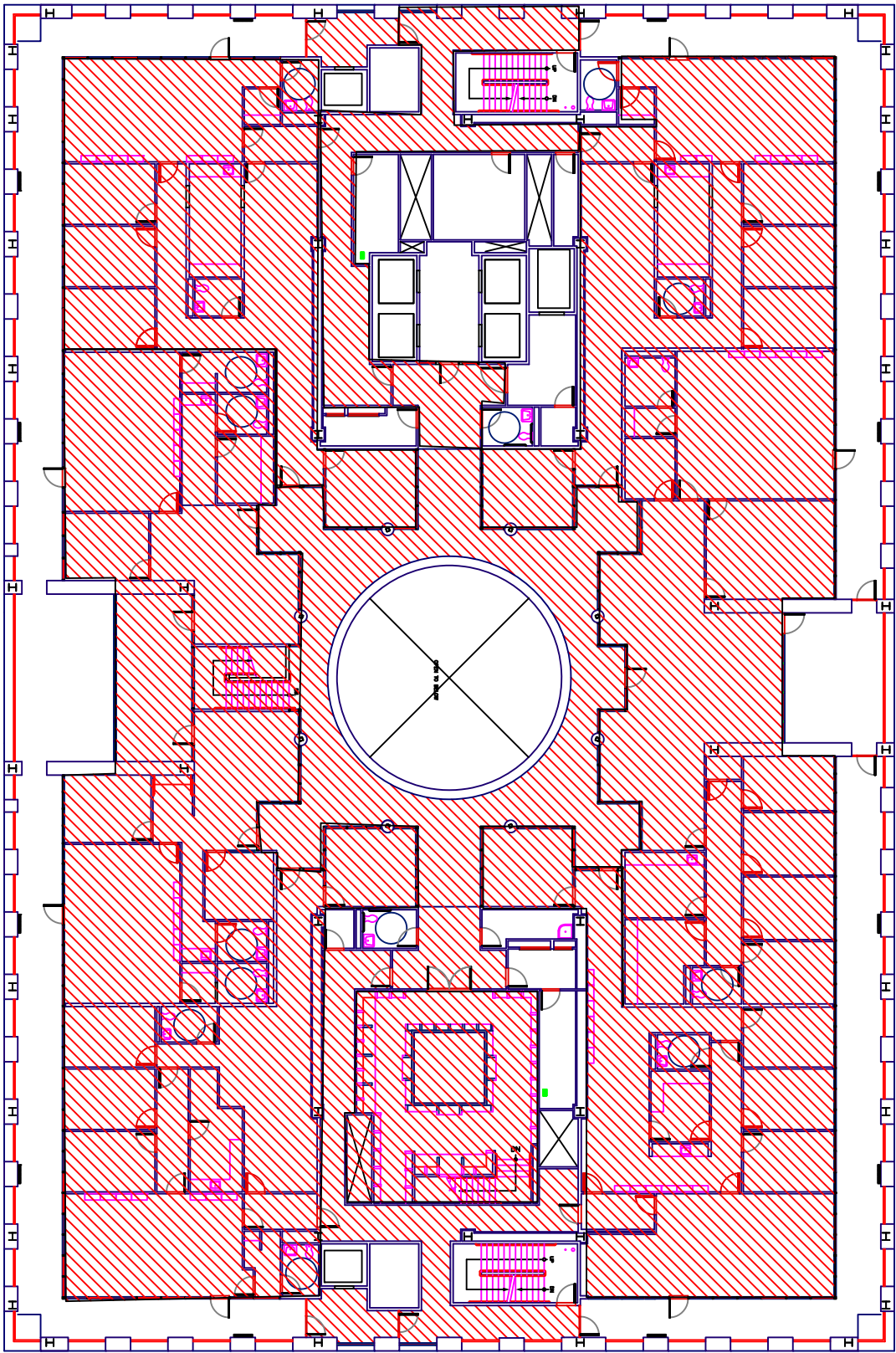
333 Lomas - 7th Floor

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DEPARTMENT OF LABOR WAGE DETERMINATION

USDC Request for Proposal - 2022 Cyclical Carpet Cleaning

"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
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Daniel W. Simms Director		Wage Determination No.: 2015-5443 Revision No.: 15 Date Of Last Revision: 12/27/2021
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally 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 that contract in 2022.

If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022 Executive Order 13658 generally 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 that 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 www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Bernalillo Sandoval Torrance Valencia

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.43
01012 - Accounting Clerk II		17.33
01013 - Accounting Clerk III		19.38
01020 - Administrative Assistant		29.86
01035 - Court Reporter		27.25
01041 - Customer Service Representative I		12.49
01042 - Customer Service Representative II		13.63
01043 - Customer Service Representative III		15.31
01051 - Data Entry Operator I		13.42
01052 - Data Entry Operator II		14.64
01060 - Dispatcher Motor Vehicle		18.64
01070 - Document Preparation Clerk		15.43

01090 - Duplicating Machine Operator	15.43
01111 - General Clerk I	12.10
01112 - General Clerk II	13.20
01113 - General Clerk III	14.83
01120 - Housing Referral Assistant	19.32
01141 - Messenger Courier	14.42
01191 - Order Clerk I	17.25
01192 - Order Clerk II	18.82
01261 - Personnel Assistant (Employment) I	15.89
01262 - Personnel Assistant (Employment) II	17.78
01263 - Personnel Assistant (Employment) III	19.82
01270 - Production Control Clerk	24.84
01290 - Rental Clerk	13.24
01300 - Scheduler Maintenance	15.50
01311 - Secretary I	15.50
01312 - Secretary II	17.33
01313 - Secretary III	19.32
01320 - Service Order Dispatcher	16.67
01410 - Supply Technician	29.86
01420 - Survey Worker	17.33
01460 - Switchboard Operator/Receptionist	14.76
01531 - Travel Clerk I	15.73
01532 - Travel Clerk II	16.98
01533 - Travel Clerk III	18.06
01611 - Word Processor I	14.98
01612 - Word Processor II	16.83
01613 - Word Processor III	18.82
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.86
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	17.90
05070 - Automotive Worker	17.90
05110 - Mobile Equipment Servicer	14.84
05130 - Motor Equipment Metal Mechanic	20.97
05160 - Motor Equipment Metal Worker	17.90
05190 - Motor Vehicle Mechanic	20.97
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	16.37
05280 - Motor Vehicle Wrecker	17.90
05310 - Painter Automotive	19.43
05340 - Radiator Repair Specialist	17.90
05370 - Tire Repairer	13.14
05400 - Transmission Repair Specialist	20.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.63
07041 - Cook I	11.91
07042 - Cook II	14.36
07070 - Dishwasher	11.15
07130 - Food Service Worker	11.26
07210 - Meat Cutter	16.33
07260 - Waiter/Waitress	9.44
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.94
09040 - Furniture Handler	11.76
09080 - Furniture Refinisher	17.94
09090 - Furniture Refinisher Helper	15.07
09110 - Furniture Repairer Minor	16.76
09130 - Upholsterer	17.94
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.79
11060 - Elevator Operator	11.73
11090 - Gardener	20.24
11122 - Housekeeping Aide	11.73
11150 - Janitor	11.73
11210 - Laborer Grounds Maintenance	14.02

11240 - Maid or Houseman	10.50
11260 - Pruner	11.96
11270 - Tractor Operator	18.13
11330 - Trail Maintenance Worker	14.02
11360 - Window Cleaner	13.75
12000 - Health Occupations	
12010 - Ambulance Driver	17.61
12011 - Breath Alcohol Technician	22.39
12012 - Certified Occupational Therapist Assistant	30.64
12015 - Certified Physical Therapist Assistant	28.63
12020 - Dental Assistant	17.73
12025 - Dental Hygienist	42.98
12030 - EKG Technician	27.45
12035 - Electroneurodiagnostic Technologist	27.45
12040 - Emergency Medical Technician	17.61
12071 - Licensed Practical Nurse I	20.03
12072 - Licensed Practical Nurse II	22.39
12073 - Licensed Practical Nurse III	24.96
12100 - Medical Assistant	15.16
12130 - Medical Laboratory Technician	22.50
12160 - Medical Record Clerk	18.86
12190 - Medical Record Technician	21.10
12195 - Medical Transcriptionist	18.43
12210 - Nuclear Medicine Technologist	37.11
12221 - Nursing Assistant I	11.73
12222 - Nursing Assistant II	13.18
12223 - Nursing Assistant III	14.38
12224 - Nursing Assistant IV	16.15
12235 - Optical Dispenser	18.38
12236 - Optical Technician	15.18
12250 - Pharmacy Technician	17.19
12280 - Phlebotomist	15.36
12305 - Radiologic Technologist	28.90
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	27.74
12320 - Substance Abuse Treatment Counselor	25.84
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.40
13012 - Exhibits Specialist II	24.02
13013 - Exhibits Specialist III	29.40
13041 - Illustrator I	17.62
13042 - Illustrator II	21.82
13043 - Illustrator III	26.70
13047 - Librarian	24.17
13050 - Library Aide/Clerk	12.16
13054 - Library Information Technology Systems Administrator	21.82
13058 - Library Technician	17.85
13061 - Media Specialist I	15.75
13062 - Media Specialist II	17.62
13063 - Media Specialist III	19.64
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.76
13074 - Photographer IV	26.62
13075 - Photographer V	32.22
13090 - Technical Order Library Clerk	15.61
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.31

14042 - Computer Operator II	18.24
14043 - Computer Operator III	20.33
14044 - Computer Operator IV	22.59
14045 - Computer Operator V	25.02
14071 - Computer Programmer I	(see 1) 24.65
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	16.31
14160 - Personal Computer Support Technician	22.59
14170 - System Support Specialist	26.43
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.39
15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	30.35
15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	23.90
15085 - Maintenance Test Pilot Fixed Jet/Prop	38.97
15086 - Maintenance Test Pilot Rotary Wing	38.97
15088 - Non-Maintenance Test/Co-Pilot	38.97
15090 - Technical Instructor	23.45
15095 - Technical Instructor/Course Developer	28.68
15110 - Test Proctor	18.93
15120 - Tutor	18.93
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.61
16030 - Counter Attendant	11.61
16040 - Dry Cleaner	13.28
16070 - Finisher Flatwork Machine	11.61
16090 - Presser Hand	11.61
16110 - Presser Machine Drycleaning	11.61
16130 - Presser Machine Shirts	11.61
16160 - Presser Machine Wearing Apparel Laundry	11.61
16190 - Sewing Machine Operator	13.83
16220 - Tailor	14.39
16250 - Washer Machine	12.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.63
19040 - Tool And Die Maker	30.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.51
21030 - Material Coordinator	24.84
21040 - Material Expediter	24.84
21050 - Material Handling Laborer	13.17
21071 - Order Filler	14.51
21080 - Production Line Worker (Food Processing)	20.51
21110 - Shipping Packer	15.96
21130 - Shipping/Receiving Clerk	15.96
21140 - Store Worker I	10.67
21150 - Stock Clerk	15.69
21210 - Tools And Parts Attendant	20.51
21410 - Warehouse Specialist	20.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.94
23019 - Aircraft Logs and Records Technician	24.07
23021 - Aircraft Mechanic I	30.83
23022 - Aircraft Mechanic II	32.94
23023 - Aircraft Mechanic III	34.71
23040 - Aircraft Mechanic Helper	19.55
23050 - Aircraft Painter	28.57

23060 - Aircraft Servicer	24.07
23070 - Aircraft Survival Flight Equipment Technician	28.57
23080 - Aircraft Worker	26.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.83
23110 - Appliance Mechanic	19.92
23120 - Bicycle Repairer	16.01
23125 - Cable Splicer	31.72
23130 - Carpenter Maintenance	19.33
23140 - Carpet Layer	21.77
23160 - Electrician Maintenance	22.90
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	19.91
23290 - Fire Alarm System Mechanic	22.70
23310 - Fire Extinguisher Repairer	18.05
23311 - Fuel Distribution System Mechanic	28.08
23312 - Fuel Distribution System Operator	21.03
23370 - General Maintenance Worker	17.65
23380 - Ground Support Equipment Mechanic	30.83
23381 - Ground Support Equipment Servicer	24.07
23382 - Ground Support Equipment Worker	26.32
23391 - Gunsmith I	18.05
23392 - Gunsmith II	21.77
23393 - Gunsmith III	25.50
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.99
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.56
23430 - Heavy Equipment Mechanic	27.18
23440 - Heavy Equipment Operator	21.51
23460 - Instrument Mechanic	34.85
23465 - Laboratory/Shelter Mechanic	23.63
23470 - Laborer	13.17
23510 - Locksmith	20.75
23530 - Machinery Maintenance Mechanic	23.93
23550 - Machinist Maintenance	22.76
23580 - Maintenance Trades Helper	13.82
23591 - Metrology Technician I	34.85
23592 - Metrology Technician II	37.23
23593 - Metrology Technician III	39.24
23640 - Millwright	30.53
23710 - Office Appliance Repairer	21.13
23760 - Painter Maintenance	17.90
23790 - Pipefitter Maintenance	23.77
23810 - Plumber Maintenance	22.03
23820 - Pneudraulic Systems Mechanic	25.50
23850 - Rigger	26.55
23870 - Scale Mechanic	21.77
23890 - Sheet-Metal Worker Maintenance	25.58
23910 - Small Engine Mechanic	17.53
23931 - Telecommunications Mechanic I	26.47
23932 - Telecommunications Mechanic II	28.27
23950 - Telephone Lineman	25.50
23960 - Welder Combination Maintenance	20.13
23965 - Well Driller	26.05
23970 - Woodcraft Worker	25.50
23980 - Woodworker	18.05
24000 - Personal Needs Occupations	
24550 - Case Manager	17.85
24570 - Child Care Attendant	10.88
24580 - Child Care Center Clerk	14.77

24610 - Chore Aide	10.92
24620 - Family Readiness And Support Services Coordinator	17.85
24630 - Homemaker	17.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.32
25040 - Sewage Plant Operator	21.00
25070 - Stationary Engineer	26.32
25190 - Ventilation Equipment Tender	16.70
25210 - Water Treatment Plant Operator	21.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.52
27007 - Baggage Inspector	12.69
27008 - Corrections Officer	18.93
27010 - Court Security Officer	19.57
27030 - Detection Dog Handler	14.19
27040 - Detention Officer	18.93
27070 - Firefighter	20.20
27101 - Guard I	12.69
27102 - Guard II	14.19
27131 - Police Officer I	25.57
27132 - Police Officer II	28.42
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.15
28042 - Carnival Equipment Repairer	18.03
28043 - Carnival Worker	10.66
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	21.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	19.91
29042 - Stevedore II	23.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.54
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.79
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30051 - Cryogenic Technician I	26.34
30052 - Cryogenic Technician II	29.09
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	26.34
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.04
30083 - Engineering Technician III	20.18
30084 - Engineering Technician IV	24.99
30085 - Engineering Technician V	30.57
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	25.67
30095 - Evidence Control Specialist	23.78
30210 - Laboratory Technician	24.14
30221 - Latent Fingerprint Technician I	22.62
30222 - Latent Fingerprint Technician II	24.98

30240 - Mathematical Technician	26.59
30361 - Paralegal/Legal Assistant I	17.92
30362 - Paralegal/Legal Assistant II	22.19
30363 - Paralegal/Legal Assistant III	27.15
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	29.09
30390 - Photo-Optics Technician	24.17
30395 - Radiation Control Technician	29.09
30461 - Technical Writer I	23.30
30462 - Technical Writer II	28.50
30463 - Technical Writer III	34.49
30491 - Unexploded Ordnance (UXO) Technician I	25.76
30492 - Unexploded Ordnance (UXO) Technician II	31.17
30493 - Unexploded Ordnance (UXO) Technician III	37.36
30494 - Unexploded (UXO) Safety Escort	25.76
30495 - Unexploded (UXO) Sweep Personnel	25.76
30501 - Weather Forecaster I	26.34
30502 - Weather Forecaster II	32.05
30620 - Weather Observer Combined Upper Air Or	(see 2) 21.75
Surface Programs	
30621 - Weather Observer Senior	(see 2) 24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.17
31020 - Bus Aide	10.73
31030 - Bus Driver	17.17
31043 - Driver Courier	14.69
31260 - Parking and Lot Attendant	11.84
31290 - Shuttle Bus Driver	16.05
31310 - Taxi Driver	12.92
31361 - Truckdriver Light	16.40
31362 - Truckdriver Medium	18.09
31363 - Truckdriver Heavy	20.77
31364 - Truckdriver Tractor-Trailer	20.77
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.20
99030 - Cashier	11.15
99050 - Desk Clerk	10.96
99095 - Embalmer	25.76
99130 - Flight Follower	25.76
99251 - Laboratory Animal Caretaker I	13.30
99252 - Laboratory Animal Caretaker II	14.84
99260 - Marketing Analyst	26.40
99310 - Mortician	25.76
99410 - Pest Controller	22.01
99510 - Photofinishing Worker	13.54
99710 - Recycling Laborer	20.90
99711 - Recycling Specialist	27.03
99730 - Refuse Collector	17.84
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	13.66
99830 - Survey Party Chief	23.72
99831 - Surveying Aide	21.57
99832 - Surveying Technician	21.76
99840 - Vending Machine Attendant	13.02
99841 - Vending Machine Repairer	17.53
99842 - Vending Machine Repairer Helper	13.02

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday 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: 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))."