

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

*Request for Quotation*

**Request Date: March 28, 2022**

**Deadline for Quotes: May 6, 2022**

**Project Review Meeting/Field Inspection: April 15, 2:00 p.m.**

**Project: Cyclical Carpet Replacement – Cimarron Courtroom**

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**To: VIA EMAIL  
Floor Tech Contracting**

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Intake Counter  
External Web**

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**Special Notes and Requirements:**

- 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 Replacement in the Cimarron courtroom on the 5<sup>th</sup> floor of the Pete V. Domenici (PVD) Courthouse, located at 333 Lomas Blvd. NW, in Albuquerque, New Mexico.
- This is a request for **Open Market Pricing**.
- All contractors must agree to the Terms and Conditions set out in Attachment A.
- A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the Scope of Work section.
- **Square footage indicated in specifications are approximates and field measurements are recommended. Changes cannot be made after contract is awarded.**
- The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- All work requires 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 badges must be returned upon completion of the project before payment can be issued against the Purchase Order.
- 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. Contractors must be willing to work with movers to finalize the schedule. It is anticipated that the project will be completed over three to four weekends.
- All quotes shall include a seam 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 will be conducted on **April 15, 2022 at 2:00 p.m.** All interested contractors shall meet at the appointed time in the lobby of the PVD Courthouse, 333 Lomas Blvd N.W. to review the space. Please confirm to Lydia Piper via email by noon 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**, noon 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 25, 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 **April 11, 2022**.
- Quotes are due by **May 6, 2022**, regardless of when the site tour was completed.
- Quotes must be valid through **September 30, 2022**.
- Contractors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and the Court. **Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.**

## **Quotes:**

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

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

**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](mailto:lpiper@nmcourt.fed.us)

Questions concerning this RFQ should be addressed to the same.

# STATEMENT OF WORK

## 1. Description of Project

### 1.1 Introduction

The USDC has developed a Cyclical Maintenance Plan to help with space and facilities upkeep. This plan includes a cyclical carpet replacement schedule which identifies areas for carpet replacement each year.

### 1.2 Objectives

The project is part of the Court's Cyclical Maintenance Plan which has identified certain carpet at the PVD Courthouse for replacement in 2022. The project aims to replace this carpet in an efficient and timely manner, with minimal disruption to the court schedule.

### 1.3 Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate carpet replacement in the Cimarron courtroom on the 5<sup>th</sup> floor of the PVD Courthouse, 333 Lomas Blvd. NW, in Albuquerque. The courtroom also includes several adjoining areas, including the judges' vestibule, attorney client rooms, jury deliberation rooms and hallways. Please see the attached map for the area included in the SOW. **Please Note: All furniture moves will be arranged by the court and should not be included in the quote.**

### 1.4 Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level carpet installation and have the manpower, equipment and tools required to complete the work to industry standards.
- Any contractor providing a quote must attend the **Project Review/Field Measurement meeting on April 15, 2022**, as noted above. If unable to make the April 15 meeting, the Contractor should contact Lydia Piper to make arrangements for another date and time for a site visit.
- Contractor and installers will attend a pre-construction meeting prior to project start to work out schedule.
- Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations, and standards of the industry.
- The Supervisor will be available to oversee and inspect all carpet installation, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- The Supervisor shall report at the start of the shift to the USDC Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.
- All carpet installers must have the technical knowledge and experience with installation of both broadloom carpet and carpet tiles and be able to follow manufacturer's instructions on installation.

- If applicable, contractor will provide a sample layout of approximately 10' x 10' showing the pattern of the carpet tiles to be used as a template for all carpet tile installation
- Any chemicals used during the carpet installation must be low odor and non-toxic.
- If requested, contractor shall be prepared to provide a Material Safety Data for all chemicals proposed to be furnished as a result of this bid. The MSDS must list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- Contractor shall provide a Health and Safety Plan.
- The court freight elevator is sensitive to excessive weight, movements and length of door held open. Crew must be careful when using the freight elevator to transport carpet and equipment. In the event the freight elevator is shut down, the crew must be able to carry carpet up the stairs.
- The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends.
- The project schedule shall be coordinated with the movers.
- Number of crew members shall be appropriate for amount of work to be completed in a given night.
- All crew members must receive a security clearance and obtain an access badge through the Court prior to starting work on the project, and return the badges upon completion of the project. Payment will not be made until badges are returned.
- The Court & GSA must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

## **2.0 Requirements**

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

- Ordering, receiving and storing new carpet as defined in Section 3.0 until installation;
- Removal of old carpet and padding;
- Disposal of old carpet and padding;
- Removal and replacement of cove base where necessary;
- Preparation and cleaning of floor to receive new carpet, including removal of any tacks, nails or other materials from previous carpet installation;
- Installation of carpet (Installation shall be done in accordance with manufacturer's recommendations and will ensure patterns are aligned and seams are tight; small piecing of carpet is unacceptable. A detailed seam plan is required prior to award of contract.);
- Clean-up and removal of any debris or trash associated with the installation, including leftover carpet;
- Thorough vacuuming of the area after carpet installation is completed so area is ready for furniture replacement and use.

- Treatment of “pile crush” that may occur in shipping and during installation. This includes using a pile lifter on the carpet to return it to its normal state and reduce appearance of seams;
- Ability to transport carpet up stairwells if necessary, in event elevators shut down or are too small;
- Any and all additional work necessary to complete the installation of carpet and padding to meet industry and manufacturers standards and to the satisfaction and approval of the General Services Administration and the Court; and
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A& B.

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

- Remove and replace furniture to allow proper installation of all carpet.
- Pack and unpack all personal and miscellaneous items.
- Pack, store and setup computers, printers and copiers.

### 3.0 Deliverables

Table A, below, identifies the area included in the carpet replacement, approximate square footage and the style of the carpet to be installed. Strike offs will be provided for accurate color representations. Please contact manufacturer for pricing. (\*Please note contractors should take field measurements to confirm square footage.)

<b>Location</b>	<b>Approx. Area (Sqft)</b>	<b>Carpet Specifications (38-42oz pile weight required for all projects)</b>	<b>Padding</b>
<b>5<sup>th</sup> Floor – Cimarron Courtroom</b>			
Courtroom only.	2050	<b>Mannington Design Local Tucson Pattern: Arroyo Color: Fault or Mesa (TBD) OR EQUAL</b>	None
Bench & Jury area.	700	<b>Mannington Design Local Tucson Pattern: Rain Shadow Color: Fault or Mesa (TBD) OR EQUAL OR EQUAL Note: Vinyl stair nose required.</b>	None
Jury Room, Attorney Conference Rooms, Vestibule	1935	<b>Mannington Design Local Tucson Pattern: Sanctum Color: Fault or Mesa (TBD) OR EQUAL OR EQUAL</b>	None

Location	Approx. Area (Sqft)	Carpet Specifications (38-42oz pile weight required for all projects)	Padding
Entry, CSO Vestibule, Hallways	1935	<b>Mannington Design Local Tucson Pattern: Presidio Color: Fault or Mesa (TBD) OR EQUAL OR EQUAL</b>	None

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

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

**3.2 Review Period for Deliverable**

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

**3.3 Acceptance Criteria for Deliverables**

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

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

**4.0 Environment**

All work will be conducted in occupied space.

**4.1 Locations for Performance**

All work will be conducted at the Pete V. Domenici Courthouse, U.S. District Court, 333 Lomas Blvd, Albuquerque, New Mexico, 5th floor.

#### **4.2 Government Furnished Property**

With the exception of furniture moves, no equipment, materials or service of any kind shall be provided by the Court.

#### **4.3 Contractor Furnished Material**

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

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

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



**ATTACHMENT A - TERMS AND CONDITIONS**

## APPLICABLE JUDICIARY TERMS AND CONDITIONS

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

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

(end)

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

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

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

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

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

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

Clause 7-115 Availability of Funds (JAN 2003)

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

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

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

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

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

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

(end)

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

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

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

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

(end)

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

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

## SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

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

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

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

(end)

### Solicitation Provisions Incorporated by Reference

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

### Additional Solicitation Provisions

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

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

(end)

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

(a) *Definitions.*

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

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

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

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

[    ]            TIN has been applied for.

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

(e) *Type of organization:*

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

(f) *Contractor representations.*

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

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

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

The offeror  does  does not certify that –

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

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

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

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

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

(1) [Clause 3-215, 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**

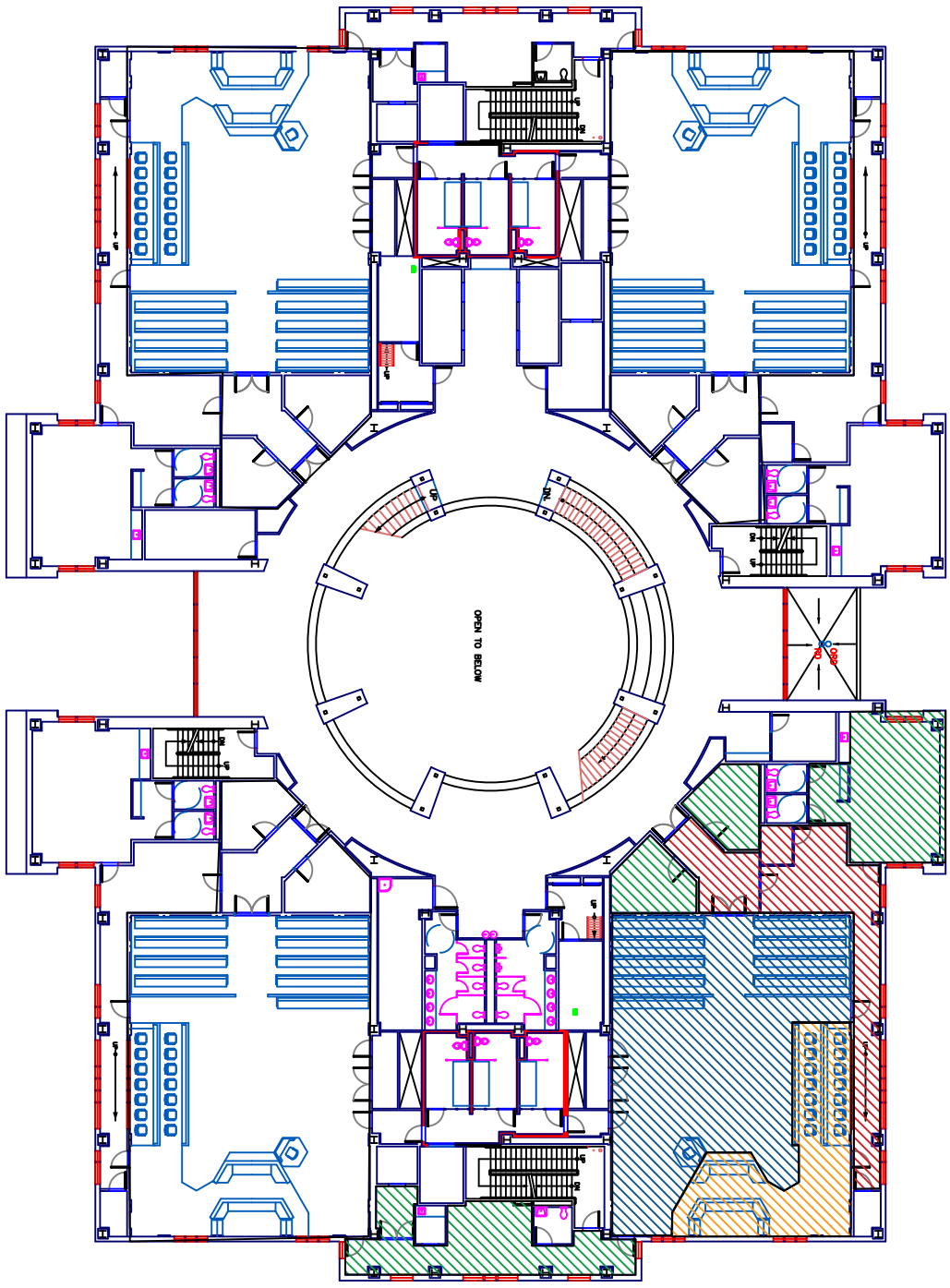
# 333 Lomas - 5th Floor

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- President
- Arroyo
- Sanctum
- Rain Shadow



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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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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](http://www.dol.gov/whd/govcontracts).

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State: New Mexico

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Area: New Mexico Counties of Bernalillo Sandoval Torrance Valencia

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**\*\*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](http://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))."