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

## Request for Quotation

Request Date: February 23, 2021 Deadline for Quotes: March 26, 2021

Project Review Meeting/Field Inspection: March 12, 10:00 a.m.

Project: Cyclical Carpet Replacement – Gila, Mimbres and Bonito Courtrooms

To: VIA EMAIL
Prime Builders
Floor Tech Contracting
SDV Construction
Weil Construction

# **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 Bonito 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 March 12, 2021 at 10:00 a.m. (Covid-19 Safety Protocols will be followed. All attendees will need to wear masks and practice social distancing). 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 March 5, 2021, 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 **March 5, 2021**, 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 **March 19, 2021**. 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 **March 5, 2021**.
- Quotes are due by March 26, 2021, regardless of when the site tour was completed.
- Quotes must be valid through **September 30, 2021.**
- 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: 505-348-2139

Email: <a href="mailto:lpiper@nmcourt.fed.us">lpiper@nmcourt.fed.us</a>

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 2021. 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 certain areas of the Gila, Mimbres and Bonito courtrooms on the 4<sup>th</sup> and 5<sup>th</sup> floor of the PVD Courthouse, 333 Lomas Blvd. NW, in Albuquerque. 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 March 12, 2021,** as noted above. If unable to make the March 12 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.)

Location	Approx. Area (Sqft)	Carpet Specifications (38-42oz pile weight required for all projects)	Padding
5 <sup>th</sup> Floor – Bonit	to Courtroom		
Gallery and Well Carpet: St only. Color: Sec		Mfg: Atlas Carpet Carpet: Style 2V3956 (Olive Branch) Color: See Strike Off Sample OR EQUAL	None
4th Floor - Mim	bres Courtroo	om	
Courtroom – Gallery and Well only.	1500	Mfg: Atlas Carpet Carpet: Style 2V3956 (Olive Branch) Color: See Strike Off Sample OR EQUAL	None
5 <sup>th</sup> Floor – Gila	Courtroom		
Jury Room, Hallways	1735	Mfg. Bentley PDS No. 138469/003 See Strike Off Sample Style: 8PD360630R Carpet: Posso Color: Blue/Burgundy (Dup of 133843-009) OR EQUAL	None
Vestibule	100	Mfg: Atlas Carpet Carpet: Style 2V3956 (Olive Branch) Color: See Strike Off Sample OR EQUAL	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, 4<sup>th</sup> and 5<sup>th</sup> floors.

## **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.

TACHMENT	A - TERMS	S AND CON	DITIONS	

#### 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: <a href="http://www.uscourts.gov/procurement.aspx">http://www.uscourts.gov/procurement.aspx</a>

(end)

	The following j ference:	udiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract
<u>X</u>	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)
X_	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)
X_	Clause 3-300,	Registration in the System for Award Management (SAM) (APR 2013)
X_	Clause 3-305,	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)
x_	Clause 3-310,	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration
(APR	2013) (applies	s only if Clauses 3-300 and 3-305 do not apply)
3.	The following t	full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):
	Clause 2-90C	Option to Extend Services (APR 2013)
	contract. Th Labor. The op exceed 6 mon	may require continued performance of any services within the limits and at the rates specified in the ese rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of tion provision may be exercised more than once, but the total extension of performance hereunder shall not this. The contracting officer may exercise the option by written notice to the contractor no later than prior to the contract's current expiration date [insert the period of time within which the contracting officer the option].
	, , , , , , , , ,	(end)
	Clause 2-90D	Option to Extend the Term of the Contract (APR 2013)
	days prior to t exercise the op least	iary may extend the term of this contract by written notice to the contractor no later than calendar he contract's current expiration date [insert the period of time within which the contracting officer may otion]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at calendar days [60 days unless a different number of days is inserted] before the contract expires. The otice does not commit the judiciary to an extension.
	(b) If the jud	iciary exercises this option, the extended contract shall be considered to include this option clause.
		duration of this contract, including the exercise of any options under this clause, shall not exceed (months) (years).
		(end)
4. I	ncorporation	of Department of Labor Wage Rate Determination
	(If the estimate	ed cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)

## SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The solicita		ry provisions, that the Contracting Officer has indicated are applicable, are incorporated in this	
<u>X</u>	Provision B-1, Solid	citation Provisions Incorporated by Reference (SEP 2010)	
given i listed pof of sub approp	n full text. Upon provisions may incle mitting the full text	ates one or more solicitation provisions by reference, with the same force and effect as if they were request, the contracting officer will make their full text available. The offeror is cautioned that the ude blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu tof those provisions, the offeror may identify the provision by paragraph identifier and provide the with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically <a href="http://www.uscourts.gov/procurement.aspx">http://www.uscourts.gov/procurement.aspx</a> .	
		(end)	
	Solicitation Pro	ovisions Incorporated by Reference	
<u>X</u> F	Provision 2-70	Site Visit (JAN 2003)	
P	Provision 2-85A	Evaluation Inclusive of Options (JAN 2003)	
P	Provision 3-135	Single or Multiple Awards (JAN 2003)	
	Additional Solid	citation Provisions	
X	Provision 4-1, Type	e of Contract (JAN 2003)	
-		ard a Firm-Fixed type of contract under this solicitation, and all offers shall be submitted on this basis. other contract types will not be considered.	
		(end)	
X	Provision 3-5, Taxp	payer Identification and Other Offeror Information (APR 2011)	
(a)	Definitions.		
	Service (IRS) to	ntification (TIN)," as used in this provision, means the number required by the Internal Revenue be used by the offeror in reporting income tax and other returns. The TIN may be either a social or 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)	relationship wit	e used by the government to collect and report on any delinquent amounts arising out of the offeror's the the government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to payment recording the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's	
(d)	Taxpayer Identi	ification 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)		Тур	e of	orga	nizati	ion:
		[ [ [ [ [	] ] ] ] ]			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)		Cor	itrac	tor r	epres	entations.
						sents as part of its offer that it is [ ], is not, [ ] 51% owned and the management and daily ntrolled by one or more members of the selected socio-economic group(s) below:
		] [	]			Owned Business y 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)
	_ Prov	visio	n 3-1	195		Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)
	(a)	The	offe	eror	shall c	check following certification:
						CERTIFICATION
	The o	offe	ror [	]	does	[ ] does not certify that –
			pose	s, ar	nd are	equipment to be serviced under this contract are used regularly for other than government sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in ities to the general public in the course of normal business operations;
		(2) mai				will be furnished at prices which are, or are based on, established catalog or market prices for the bration, or repair of equipment.
			by	ular cust	ly mai	ablished catalog price" is a price included in a catalog, price list, schedule, or other form that is intained by the manufacturer or the offeror, is either published or otherwise available for inspection s, and states prices at which sales currently, or were last, made to a significant number of buyers 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 <u>Clause 3-160</u>, <u>Service Contract Act of 1965</u>, 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) <u>Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements</u>, 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:

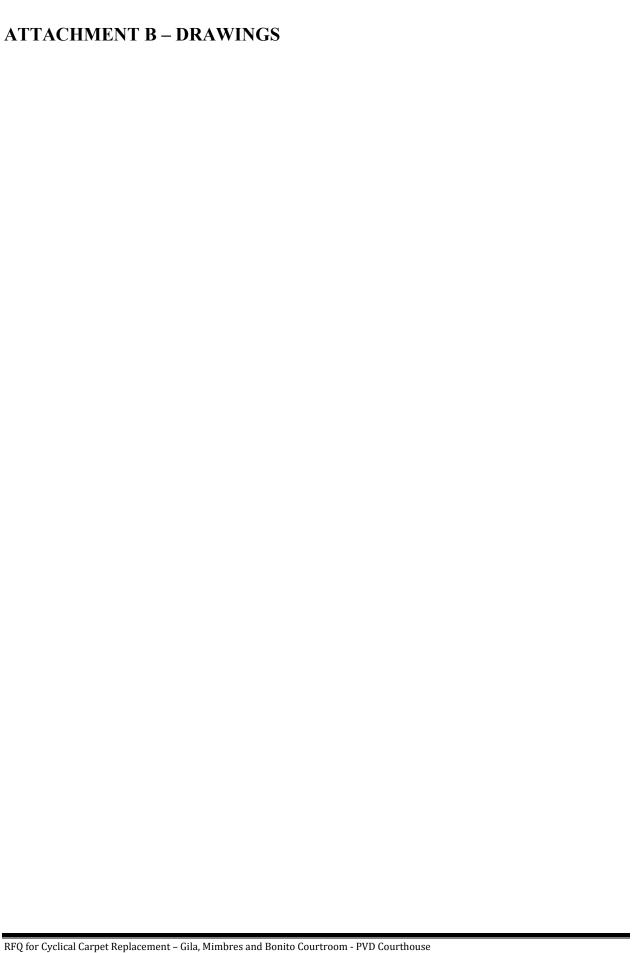
CERTIFICATION

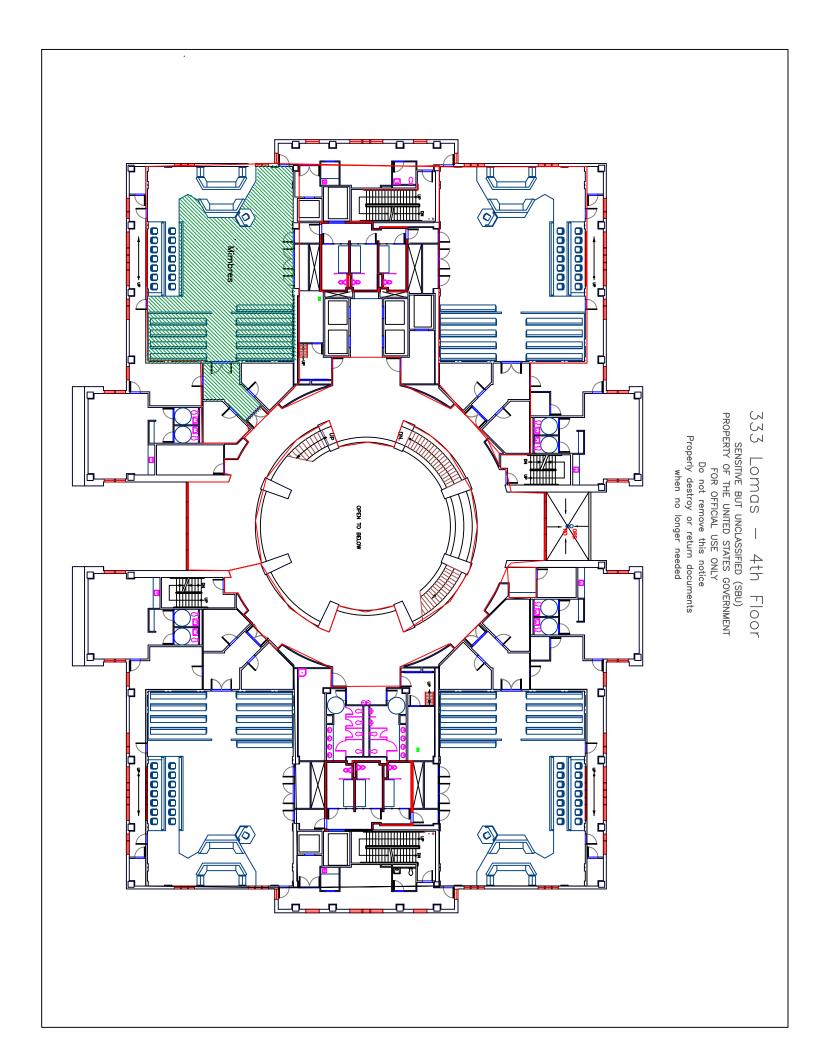
The offeror [ ] does [ ] does not certify that –

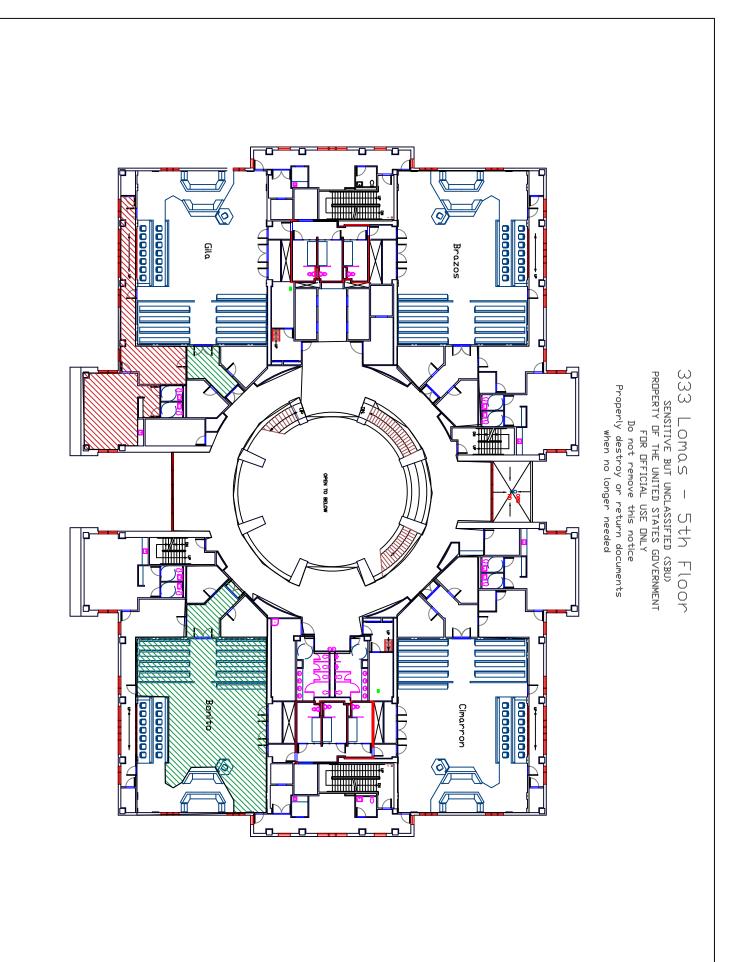
- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services 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 <u>Clause 3-160</u>, <u>Service Contract Act of 1965</u>, 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.









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U.S. DEPARTMENT OF LABOR
           "REGISTER OF WAGE DETERMINATIONS UNDER |
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
                                                WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210
                                             | Wage Determination No.: 2015-5443
                         Division of |
Daniel W. Simms
                                                        Revision No.: 11
                     Wage Determinations | Date Of Last Revision: 12/21/2020
```

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Bernalillo Sandoval Torrance Valencia

\*\*Fringe Benefits Required Follow the Occupational Listing\*\* OCCUPATION CODE - TITLE FOOTNOTE 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 15.02 01012 - Accounting Clerk II 16.87 01013 - Accounting Clerk III 18.88 01020 - Administrative Assistant 29.27 01035 - Court Reporter 01041 - Customer Service Representative I 12.03 01042 - Customer Service Representative II 13.53 01043 - Customer Service Representative III 01051 - Data Entry Operator I 01052 - Data Entry Operator II 01060 - Dispatcher Motor Vehicle 16.95 01070 - Document Preparation Clerk 01090 - Duplicating Machine Operator 15.43 01111 - General Clerk I 12.00 01112 - General Clerk II 01112 - General Clerk II 01113 - General Clerk III 13.09 14.70 01120 - Housing Referral Assistant 18.93 01141 - Messenger Courier 14.03 01191 - Order Clerk I 15.83 01192 - Order Clerk II 01261 - Personnel Assistant (Employment) I 01262 - Personnel Assistant (Employment) II 17.78 01263 - Personnel Assistant (Employment) III 01270 - Production Control Clerk 24.84 01290 - Rental Clerk 13.24 01300 - Scheduler Maintenance 01311 - Secretary I 15.18 15.18 01312 - Secretary II 01313 - Secretary III 16.98 18.93 01320 - Service Order Dispatcher 15.15 01410 - Supply Technician 01420 - Survey Worker 01460 - Switchboard Operator/Receptionist 01531 - Travel Clerk I 01532 - Travel Clerk II 16.98 01533 - Travel Clerk III 18.06 01611 - Word Processor I 14.89 01612 - Word Processor II 16.72 01613 - Word Processor III 18.71 05000 - Automotive Service Occupations 05005 - Automobile Body Repairer Fiberglass 05010 - Automotive Electrician 21.86 18.99 05040 - Automotive Glass Installer 05070 - Automotive Worker 17.40 05110 - Mobile Equipment Servicer 05130 - Motor Equipment Metal Mechanic 20.35 05160 - Motor Equipment Metal Worker 17.40 05190 - Motor Vehicle Mechanic 20.35 05220 - Motor Vehicle Mechanic Helper 13.62 05250 - Motor Vehicle Upholstery Worker 05280 - Motor Vehicle Wrecker 16.00 17.40 05310 - Painter Automotive 18.91 05340 - Radiator Repair Specialist 17.40 05370 - Tire Repairer 13.14 05400 - Transmission Repair Specialist 20.35 07000 - Food Preparation And Service Occupations 12.72

1/14/2021, 1:25 PM 1 of 8

07041 - Cook I		11.91
07042 - Cook II		14.36 11.15
07070 - Dishwasher 07130 - Food Service Worker		10.96
07210 - Meat Cutter		16.33
07260 - Waiter/Waitress		9.07
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		16.31
09040 - Furniture Handler		11.44
09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper		16.31 13.70
09110 - Furniture Repairer Minor		15.24
09130 - Upholsterer		16.31
11000 - General Services And Support Occupations		
11030 - Cleaner Vehicles		11.63
11060 - Elevator Operator		11.33
11090 - Gardener		19.73
11122 - Housekeeping Aide 11150 - Janitor		11.33 11.33
11210 - Laborer Grounds Maintenance		13.67
11240 - Maid or Houseman		10.50
11260 - Pruner		11.67
11270 - Tractor Operator		17.68
11330 - Trail Maintenance Worker		13.67
11360 - Window Cleaner		13.28
12000 - Health Occupations 12010 - Ambulance Driver		17.49
12011 - Breath Alcohol Technician		20.92
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 12035 - Electroneurodiagnostic Technologist		27.45 27.45
12040 - Emergency Medical Technician		17.49
12071 - Licensed Practical Nurse I		19.36
12072 - Licensed Practical Nurse II		21.66
12073 - Licensed Practical Nurse III		24.14
12100 - Medical Assistant		14.93
12130 - Medical Laboratory Technician		20.85
12160 - Medical Record Clerk 12190 - Medical Record Technician		17.15 19.18
12190 - 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 12236 - Optical Technician		16.97 15.18
12250 - Pharmacy Technician		16.76
12280 - Phlebotomist		14.99
12305 - Radiologic Technologist		28.89
12311 - Registered Nurse I		25.39
12312 - Registered Nurse II		31.06
12313 - Registered Nurse II Specialist 12314 - Registered Nurse III		31.06 37.58
12315 - Registered Nurse III Anesthetist		37.58
12316 - Registered Nurse IV		45.04
12317 - Scheduler (Drug and Alcohol Testing)		26.82
12320 - Substance Abuse Treatment Counselor		25.84
13000 - Information And Arts Occupations		10.10
13011 - Exhibits Specialist I		19.40 24.02
13012 - Exhibits Specialist II 13013 - Exhibits Specialist III		29.40
13041 - Illustrator I		16.25
13042 - Illustrator II		20.12
13043 - Illustrator III		24.62
13047 - Librarian		22.91
13050 - Library Aide/Clerk		12.16
13054 - Library Information Technology Systems Administrator		20.67
13058 - Library Technician		16.37
13061 - Media Specialist I		15.31
13062 - Media Specialist II		17.18
13063 - Media Specialist III		19.07
13071 - Photographer I		15.88
13072 - Photographer II		17.63 21.70
13073 - Photographer III 13074 - Photographer IV		24.30
13075 - Photographer V		29.39
13090 - Technical Order Library Clerk		15.61
13110 - Video Teleconference Technician		18.57
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.79
14042 - Computer Operator II 14043 - Computer Operator III		17.67 19.70
14043 - Computer Operator III 14044 - Computer Operator IV		21.89
14045 - Computer Operator V		24.34
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)	

			(see 1) (see 1)	
			(see 1)	
		Peripheral Equipment Operator		5.79
		Personal Computer Support Technician System Support Specialist		1.89 5.43
		nstructional Occupations	20	J. 4J
		Aircrew Training Devices Instructor (Non-Rated)		7.62
		Aircrew Training Devices Instructor (Rated)		3.39
		Air Crew Training Devices Instructor (Pilot) Computer Based Training Specialist / Instructor		0.05 7.62
		Educational Technologist		3.76
		Flight Instructor (Pilot)		0.05
		Graphic Artist Maintenance Test Pilot Fixed Jet/Prop	22 38.9	2.41
		Maintenance Test Pilot Rotary Wing		.97
15088	-	Non-Maintenance Test/Co-Pilot	38	3.97
		Technical Instructor		1.76
		Technical Instructor/Course Developer Test Proctor		6.63 7.58
		Tutor		7.58
		aundry Dry-Cleaning Pressing And Related Occupat:		
		Assembler		0.66
		Counter Attendant Dry Cleaner		0.66 2.17
		Finisher Flatwork Machine	10.6	
		Presser Hand		.66
		Presser Machine Drycleaning Presser Machine Shirts	10.6	
		Presser Machine Wearing Apparel Laundry	10.66	
16190	-	Sewing Machine Operator	12	2.71
		Tailor		3.36
		Washer Machine achine Tool Operation And Repair Occupations	11.	.16
		Machine-Tool Operator (Tool Room)	23	3.63
19040	-	Tool And Die Maker	30	23
		aterials Handling And Packing Occupations		
		Forklift Operator Material Coordinator		0.51 4.84
		Material Expediter	2.4	1.84
		Material Handling Laborer		2.79
		Order Filler Production Line Worker (Food Processing)		3.77 0.51
		Shipping Packer		5.44
		Shipping/Receiving Clerk		5.44
		Store Worker I		9.70
		Stock Clerk Tools And Parts Attendant		5.69 ).51
		Warehouse Specialist		0.51
		echanics And Maintenance And Repair Occupations		
		Aerospace Structural Welder		1.07 2.72
		Aircraft Logs and Records Technician Aircraft Mechanic I		9.09
		Aircraft Mechanic II		1.07
		Aircraft Mechanic III		2.75
		Aircraft Mechanic Helper Aircraft Painter		3.46 .96
		Aircraft Servicer		2.72
23070	-	Aircraft Survival Flight Equipment Technician		5.96
		Aircraft Worker Aircrew Life Support Equipment (ALSE) Mechanic		1.84 1.84
Z3091 I	_	Afferew Life Support Equipment (ALSE) Mechanic	2.4	1.04
	-	Aircrew Life Support Equipment (ALSE) Mechanic	29	9.09
II			1.0	
		Appliance Mechanic Bicycle Repairer		9.51 4.55
		Cable Splicer		1.72
		Carpenter Maintenance		.76
		Carpet Layer Electrician Maintenance		1.77 .63
		Electronics Technician Maintenance I		.03 5.16
23182	-	Electronics Technician Maintenance II		7.32
		Electronics Technician Maintenance III		9.47
		Fabric Worker Fire Alarm System Mechanic		9.91 ).64
		Fire Extinguisher Repairer		3.05
		Fuel Distribution System Mechanic		3.08
		Fuel Distribution System Operator General Maintenance Worker		1.03 5.79
		Ground Support Equipment Mechanic		3.79 9.09
23381	-	Ground Support Equipment Servicer	2.2	2.72
		Ground Support Equipment Worker		1.84
		Gunsmith I Gunsmith II		3.05 1.77
		Gunsmith III		5.50
		Heating Ventilation And Air-Conditioning	22.	.99
Mecha: 23411		C Heating Ventilation And Air Contidioning	21	.56
		c (Research Facility)	24.	
23430	-	Heavy Equipment Mechanic		5.01
		Heavy Equipment Operator Instrument Mechanic		9.64 2.55
		Instrument Mechanic Laboratory/Shelter Mechanic		2.55 3.63
		-		-

23470 - Laborer		12.79
23510 - Locksmith		20.13
23530 - Machinery Maintenance Mechanic		23.93
23550 - Machinist Maintenance 23580 - Maintenance Trades Helper		22.76 13.82
23500 - Maintenance frades helper 23591 - Metrology Technician I		32.55
23592 - Metrology Technician II		34.77
23593 - Metrology Technician III		36.65
23640 - Millwright 23710 - Office Appliance Repairer		29.44 19.21
23760 - Painter Maintenance		17.49
23790 - Pipefitter Maintenance		23.77
23810 - Plumber Maintenance 23820 - Pneudraulic Systems Mechanic		22.03 25.50
23850 - Rigger		26.05
23870 - Scale Mechanic		21.77
23890 - Sheet-Metal Worker Maintenance		23.25
23910 - Small Engine Mechanic 23931 - Telecommunications Mechanic I		17.52 26.47
23932 - Telecommunications Mechanic II		28.27
23950 - Telephone Lineman		25.50
23960 - Welder Combination Maintenance		20.13
23965 - Well Driller 23970 - Woodcraft Worker		26.05 25.50
23980 - Woodworker		18.05
24000 - Personal Needs Occupations		
24550 - Case Manager 24570 - Child Care Attendant		17.26 10.88
24580 - Child Care Center Clerk		14.77
24610 - Chore Aide		10.72
24620 - Family Readiness And Support Services		17.26
Coordinator 24630 - Homemaker		17.49
25000 - Plant And System Operations Occupations		17.49
25010 - Boiler Tender		26.32
25040 - Sewage Plant Operator		21.00
25070 - Stationary Engineer 25190 - Ventilation Equipment Tender		26.32 16.70
25210 - Water Treatment Plant Operator		21.00
27000 - Protective Service Occupations		
27004 - Alarm Monitor		20.09
27007 - Baggage Inspector 27008 - Corrections Officer		12.44 18.46
27010 - Court Security Officer		18.91
27030 - Detection Dog Handler		13.92
27040 - Detention Officer		18.46
27070 - Firefighter 27101 - Guard I		19.35 12.44
27102 - Guard II		13.92
27131 - Police Officer I		24.71
27132 - Police Officer II		27.45
28000 - Recreation Occupations 28041 - Carnival Equipment Operator		15.76
28042 - Carnival Equipment Repairer		17.59
28043 - Carnival Worker		10.41
28210 - Gate Attendant/Gate Tender		13.59 11.34
28310 - Lifeguard 28350 - Park Attendant (Aide)		15.21
28510 - Recreation Aide/Health Facility Attendant		11.10
28515 - Recreation Specialist		18.06
28630 - Sports Official 28690 - Swimming Pool Operator		12.11 21.21
29000 - Stevedoring/Longshoremen Occupational Services		21.21
29010 - Blocker And Bracer		21.77
29020 - Hatch Tender		21.77
29030 - Line Handler 29041 - Stevedore I		21.77 19.91
29042 - Stevedore II		23.63
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO)		40.14
30011 - Air Traffic Control Specialist Station (HFO) 30012 - Air Traffic Control Specialist Terminal (HFO)		27.68 30.48
30021 - Archeological Technician I	(500 2)	17.39
30022 - Archeological Technician II		19.50
30023 - Archeological Technician III		23.87
30030 - Cartographic Technician 30040 - Civil Engineering Technician		24.17 24.00
30051 - Cryogenic Technician I		25.52
30052 - Cryogenic Technician II		28.18
30061 - Drafter/CAD Operator I 30062 - Drafter/CAD Operator II		17.39 19.50
30063 - Drafter/CAD Operator III		21.75
30064 - Drafter/CAD Operator IV		25.91
30081 - Engineering Technician I		16.06
30082 - Engineering Technician II 30083 - Engineering Technician III		18.04 20.18
30084 - Engineering Technician IV		24.99
30085 - Engineering Technician V		30.57
30086 - Engineering Technician VI 30090 - Environmental Technician		36.98 23.34
30090 - Environmental Technician 30095 - Evidence Control Specialist		23.34
30210 - Laboratory Technician		24.14
30221 - Latent Fingerprint Technician I		22.62

30222	- Latent Fingerprint Technician II		24.98
	- Mathematical Technician		24.17
30361	- Paralegal/Legal Assistant I		17.92
	- Paralegal/Legal Assistant II		22.19
30363	- Paralegal/Legal Assistant III		27.15
	- Paralegal/Legal Assistant IV		32.84
	- Petroleum Supply Specialist		28.18
	- Photo-Optics Technician		24.17
	- Radiation Control Technician		28.18
	- Technical Writer I		23.29
	- Technical Writer II		28.49
	- Technical Writer III		34.46
	- Unexploded Ordnance (UXO) Technician I		25.51
	- Unexploded Ordnance (UXO) Technician II		30.86
	- Unexploded Ordnance (UXO) Technician III		36.99
	- Unexploded (UXO) Safety Escort		25.51
	- Unexploded (UXO) Sweep Personnel - Weather Forecaster I		25.51 25.91
	- Weather Forecaster II		31.51
		(see 2)	21.75
	ce Programs	(366 2)	21.75
	- Weather Observer Senior	(see 2)	24.17
	Transportation/Mobile Equipment Operation Occupa	, ,	24.1/
	- Airplane Pilot	2010113	30.86
	- Bus Aide		10.73
	- Bus Driver		17.17
	- Driver Courier		14.38
	- Parking and Lot Attendant		11.09
	- Shuttle Bus Driver		16.05
	- Taxi Driver		12.68
31361	- Truckdriver Light		16.05
	- Truckdriver Medium		17.70
	- Truckdriver Heavy		20.15
31364	- Truckdriver Tractor-Trailer		20.15
99000 -	Miscellaneous Occupations		
99020	- Cabin Safety Specialist		15.05
99030	- Cashier		10.76
	- Desk Clerk		10.96
	- Embalmer		25.51
	- Flight Follower		25.51
	- Laboratory Animal Caretaker I		13.30
	- Laboratory Animal Caretaker II		14.84
	- Marketing Analyst		26.40
	- Mortician		25.51
	- Pest Controller		20.01
	- Photofinishing Worker		13.40
	- Recycling Laborer		19.37 25.07
	- Recycling Specialist - Refuse Collector		17.14
	- Sales Clerk		11.98
	- School Crossing Guard		13.63
	- Survey Party Chief		23.72
	- Surveying Aide		21.57
	- Surveying Technician		21.76
	- Vending Machine Attendant		13.02
	- Vending Machine Repairer		17.53
	- Vending Machine Repairer Helper		13.02
	2 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per

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week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications:
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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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))."