



**UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
OFFICE OF THE CLERK**

Catherine Stavlas, Clerk of Court  
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Reply to Northern Division Address

***Request for Quotation (RFQ)***

RFQ Number: RFQ- Chambers 7B Refresh  
Request Date: 7/8/2022  
Request for Open Market

The United States District Court for the District of Maryland is currently requesting quotations for the flooring and painting of Chambers 7B, located at the United States Courthouse 101 W. Lombard St, Baltimore, MD 21201.

This is a request for Open Market pricing. A firm fixed price award for this RFQ will be made based on the lowest priced, technically acceptable offer.

The scope of work is as follows:

- Demo wood floor Judge's office (320 sq. ft.)
- Scrape and float Judge's office floor prep (320 sq. ft.)
- Provide and install new vinyl plank floor Judge's office (400 sq. ft.)
  - Style: Tarkett Contour Series
  - Color to be selected by USDC
- Provide and install Vinyl Adhesive.
- Prep and paint Level IV finish walls eggshell finish on walls (5192 sq. ft.)
  - Color to match existing
- Touch Up / Clean all Millwork throughout chambers.
- All contractor trash, debris, etc. will be required to be removed from the premises and properly disposed of.

Regular work hours are from 8:30 AM to 5:00 PM EDT, Monday through Friday. This installation is after-hours work beginning no earlier than 6:00 PM EDT.

Contractors will be vetted by U.S. Marshal Service before the contracted work will begin.

This work is subject to the Service Contract Act. The current Department of Labor wage determination for this locality is attached to this RFQ.

Northern Division • 4228 U.S. Courthouse • 101 W. Lombard Street • Baltimore, Maryland 21201 • 410-962-2600  
Southern Division • 200 U.S. Courthouse • 6500 Cherrywood Lane • Greenbelt, Maryland 20770 • 301-344-0660

Visit the U.S. District Court's Website at [www.mdd.uscourts.gov](http://www.mdd.uscourts.gov)

### **Site Visit:**

Please also note that offerors or quoters are welcome to, but not required to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award.

Vendors interested in arranging a site visit should contact the Court via email to JaNene Sherrill.

### **Contracting Officer's Technical Representative:**

The contracting officer's technical representative (COTR) for this award, will be the Space and Facilities Manager, Brett Gwin. The COTR will be responsible for coordinating these services and inspecting and approving all services furnished under the contract. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

The contracting officer for this award will be JaNene Sherrill.

### **Evaluation of Quotations:**

All quotations received will be evaluated under the same procedures. A firm fixed price award for this RFQ will be made based on the lowest priced, technically acceptable offer. Quotations not received by the submission deadline will be treated as a "no bid."

### **Submission of Quotations:**

Interested vendors shall submit a quotation by **no later than 5:00 p.m. EDT on 8/5/2022** by email to:

JaNene Sherrill  
101 West Lombard Street, Baltimore, Maryland 21201  
Suite: 4415  
Phone: 410-962-3793  
Email: JaNene\_Sherrill@mdd.uscourts.gov

If you are not interested in providing a quotation, the Court asks that you kindly reply with a "no-bid" via email to JaNene Sherrill.

**Questions and clarifications:**

Questions and clarifications should be submitted to the Court via email to JaNene Sherrill by 5:00 p.m. EDT on **7/29/2022**. The Court will answer those questions and provide the written responses to all quoters.

**Enclosures:**

- Department of Labor Wage Determination

## APPLICABLE JUDICIARY TERMS AND CONDITIONS

- **Judiciary Procurement Program Procedures (JP3) – Description:** A firm-fixed-price (FFP) contract requires a price that is not subject to change or adjustment based on the contractor's cost of performance, provided the specified requirements are not changed during performance, and both parties fulfill their obligation under the contract. The contractor assumes full responsibility for all costs and resulting profits/losses, maximizing the motive to control costs and perform effectively, economically, and efficiently. It is the least burdensome type of contract for the judiciary to administer when requirements are stable. However, if frequent changes are likely, administration will be difficult. The amount to be recorded is the full contract/delivery order/task order price using funds available in the period awarded, regardless of whether or not performance will continue into future fiscal years. For a firm fixed price contract, delivery order or task order in which the government has an option to purchase additional products and/or services, the contract price for the basic products and/or services is an obligation at the time the contract is awarded, and the options become an obligation only when they are exercised. In firm-fixed-price contracts, the pricing section of the contract establishes unit prices for each ordered product or service, and payment may be made for any product or services listed in the pricing section which has been delivered and accepted. Therefore, payment may be made only after a product or service has been **delivered and accepted**. However, generally, payment on more than a monthly basis is not authorized.
- The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) drawings, designs, or specifications when the products to be furnished are to be specially manufactured for the judiciary in accordance with the drawings, designs, or specifications;
  - (2) statement of work or description of services to be performed;
  - (3) method of shipment or packing of products;
  - (4) place of delivery of products or place of performance;
  - (5) delivery or performance schedule, time (i.e. hours of the day, days of the week, etc.) or place of delivery or performance of services;
  - (6) judiciary-furnished property or facilities.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the contracting officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.
- (c) The contractor shall assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon an offer submitted before final payment of the contract.

- (d) If the contractor's offer includes the cost of property made obsolete or excess by the change, the contracting officer will have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment is a dispute under the Disputes clause. However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.
- The Service Contract Act (SCA), [41 U.S.C. §§ 6701–6701](#), applies to contracts over \$2,500. SCA requires that service contracts over \$2,500 contain mandatory provisions regarding minimum wages and fringe benefits. It requires contractors to pay their service employees at least the wages and fringe benefits prevailing in that locality and in no event may service employees be paid less than the minimum wages specified in the Fair Labor Standards Act, [29 U.S.C. 206\(a\)\(1\)](#).
- The Prompt Payment Act of 1982 is not applicable to the judiciary. The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.
- The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
  - The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

- **JP3 Clause 7-1, Contract Administration**

- **Contract Administration (JAN 2003)**

- The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- Notwithstanding the contractor's responsibility for total management during the performance of this

contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

- **JP3 Clause 7-5, Contracting Officer's Technical Representative**
- **Contracting Officer's Technical Representative (JAN 2003)**
- Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- The COTR, if appointed, may be assigned one or more of the following responsibilities:
  - monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
  - notifying the contracting officer immediately if performance is not proceeding satisfactorily;
  - ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
  - providing the contracting officer a written request and justification for changes;
  - providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
  - providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4265 Revision No.: 20 Date Of Last Revision: 04/28/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract 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:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Maryland

Area: Maryland Counties of Anne Arundel Baltimore Baltimore City Carroll Harford Howard

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.06
01012 - Accounting Clerk II		20.26
01013 - Accounting Clerk III		22.67
01020 - Administrative Assistant		32.62
01035 - Court Reporter		23.91
01041 - Customer Service Representative I		14.93***
01042 - Customer Service Representative II		16.35
01043 - Customer Service Representative III		18.30
01051 - Data Entry Operator I		16.13
01052 - Data Entry Operator II		17.60
01060 - Dispatcher Motor Vehicle		22.55
01070 - Document Preparation Clerk		18.49
01090 - Duplicating Machine Operator		18.49
01111 - General Clerk I		15.37
01112 - General Clerk II		16.77

01113 - General Clerk III	18.84
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	17.59
01191 - Order Clerk I	16.71
01192 - Order Clerk II	18.23
01261 - Personnel Assistant (Employment) I	18.15
01262 - Personnel Assistant (Employment) II	20.32
01263 - Personnel Assistant (Employment) III	22.65
01270 - Production Control Clerk	24.05
01290 - Rental Clerk	17.24
01300 - Scheduler Maintenance	19.04
01311 - Secretary I	19.04
01312 - Secretary II	21.30
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	20.16
01410 - Supply Technician	32.62
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.18
01531 - Travel Clerk I	17.38
01532 - Travel Clerk II	18.80
01533 - Travel Clerk III	20.24
01611 - Word Processor I	16.58
01612 - Word Processor II	18.61
01613 - Word Processor III	20.82
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	25.56
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.89
05130 - Motor Equipment Metal Mechanic	24.10
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.10
05220 - Motor Vehicle Mechanic Helper	18.92
05250 - Motor Vehicle Upholstery Worker	21.81
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.07***
05400 - Transmission Repair Specialist	24.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.09
07041 - Cook I	17.22
07042 - Cook II	18.76
07070 - Dishwasher	12.87***
07130 - Food Service Worker	13.73***
07210 - Meat Cutter	21.06
07260 - Waiter/Waitress	11.85***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.93
09040 - Furniture Handler	15.47
09080 - Furniture Refinisher	19.46
09090 - Furniture Refinisher Helper	16.67
09110 - Furniture Repairer Minor	18.06
09130 - Upholsterer	22.54
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.77***
11060 - Elevator Operator	13.77***
11090 - Gardener	20.11
11122 - Housekeeping Aide	14.52***
11150 - Janitor	14.52***
11210 - Laborer Grounds Maintenance	17.17
11240 - Maid or Houseman	13.85***
11260 - Pruner	16.21
11270 - Tractor Operator	19.13



11330 - Trail Maintenance Worker	17.17
11360 - Window Cleaner	15.38
12000 - Health Occupations	
12010 - Ambulance Driver	23.89
12011 - Breath Alcohol Technician	24.51
12012 - Certified Occupational Therapist Assistant	33.59
12015 - Certified Physical Therapist Assistant	29.50
12020 - Dental Assistant	20.36
12025 - Dental Hygienist	48.26
12030 - EKG Technician	36.05
12035 - Electroneurodiagnostic Technologist	36.05
12040 - Emergency Medical Technician	23.89
12071 - Licensed Practical Nurse I	21.91
12072 - Licensed Practical Nurse II	24.51
12073 - Licensed Practical Nurse III	27.33
12100 - Medical Assistant	18.22
12130 - Medical Laboratory Technician	23.48
12160 - Medical Record Clerk	21.64
12190 - Medical Record Technician	24.21
12195 - Medical Transcriptionist	21.39
12210 - Nuclear Medicine Technologist	40.39
12221 - Nursing Assistant I	12.84***
12222 - Nursing Assistant II	14.43***
12223 - Nursing Assistant III	15.74
12224 - Nursing Assistant IV	17.67
12235 - Optical Dispenser	18.38
12236 - Optical Technician	18.15
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.32
12305 - Radiologic Technologist	36.27
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	30.38
12320 - Substance Abuse Treatment Counselor	25.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.09
13012 - Exhibits Specialist II	28.59
13013 - Exhibits Specialist III	34.98
13041 - Illustrator I	24.26
13042 - Illustrator II	30.06
13043 - Illustrator III	36.78
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21***
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	22.00
13061 - Media Specialist I	21.69
13062 - Media Specialist II	24.26
13063 - Media Specialist III	27.05
13071 - Photographer I	19.93
13072 - Photographer II	22.29
13073 - Photographer III	27.61
13074 - Photographer IV	33.46
13075 - Photographer V	40.45
13090 - Technical Order Library Clerk	17.79
13110 - Video Teleconference Technician	23.46
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.89
14042 - Computer Operator II	25.63
14043 - Computer Operator III	28.56
14044 - Computer Operator IV	31.72

14045 - Computer Operator V	35.16
14071 - Computer Programmer I (see 1)	26.36
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	22.89
14160 - Personal Computer Support Technician	31.72
14170 - System Support Specialist	36.96
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	37.93
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	29.02
15085 - Maintenance Test Pilot Fixed Jet/Prop	47.43
15086 - Maintenance Test Pilot Rotary Wing	47.43
15088 - Non-Maintenance Test/Co-Pilot	47.43
15090 - Technical Instructor	29.01
15095 - Technical Instructor/Course Developer	35.49
15110 - Test Proctor	23.41
15120 - Tutor	23.41
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.67***
16030 - Counter Attendant	13.67***
16040 - Dry Cleaner	16.05
16070 - Finisher Flatwork Machine	13.67***
16090 - Presser Hand	13.67***
16110 - Presser Machine Drycleaning	13.67***
16130 - Presser Machine Shirts	13.67***
16160 - Presser Machine Wearing Apparel Laundry	13.67***
16190 - Sewing Machine Operator	17.30
16220 - Tailor	18.54
16250 - Washer Machine	14.32***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.96
19040 - Tool And Die Maker	29.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.59
21030 - Material Coordinator	24.05
21040 - Material Expediter	24.05
21050 - Material Handling Laborer	16.43
21071 - Order Filler	15.88
21080 - Production Line Worker (Food Processing)	21.59
21110 - Shipping Packer	17.97
21130 - Shipping/Receiving Clerk	17.97
21140 - Store Worker I	19.23
21150 - Stock Clerk	22.96
21210 - Tools And Parts Attendant	21.59
21410 - Warehouse Specialist	21.59
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.36
23019 - Aircraft Logs and Records Technician	33.99
23021 - Aircraft Mechanic I	38.02
23022 - Aircraft Mechanic II	39.36
23023 - Aircraft Mechanic III	40.51
23040 - Aircraft Mechanic Helper	30.86
23050 - Aircraft Painter	36.66
23060 - Aircraft Servicer	33.99
23070 - Aircraft Survival Flight Equipment Technician	36.66
23080 - Aircraft Worker	35.35

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	35.35
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.02
23110 - Appliance Mechanic	23.84
23120 - Bicycle Repairer	20.49
23125 - Cable Splicer	33.83
23130 - Carpenter Maintenance	24.02
23140 - Carpet Layer	27.08
23160 - Electrician Maintenance	28.74
23181 - Electronics Technician Maintenance I	31.98
23182 - Electronics Technician Maintenance II	33.17
23183 - Electronics Technician Maintenance III	34.40
23260 - Fabric Worker	25.75
23290 - Fire Alarm System Mechanic	26.49
23310 - Fire Extinguisher Repairer	24.58
23311 - Fuel Distribution System Mechanic	26.06
23312 - Fuel Distribution System Operator	22.23
23370 - General Maintenance Worker	22.51
23380 - Ground Support Equipment Mechanic	38.02
23381 - Ground Support Equipment Servicer	33.99
23382 - Ground Support Equipment Worker	35.35
23391 - Gunsmith I	24.58
23392 - Gunsmith II	26.78
23393 - Gunsmith III	28.80
23410 - Heating Ventilation And Air-Conditioning Mechanic	33.15
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	34.32
23430 - Heavy Equipment Mechanic	28.94
23440 - Heavy Equipment Operator	26.81
23460 - Instrument Mechanic	33.74
23465 - Laboratory/Shelter Mechanic	27.77
23470 - Laborer	16.48
23510 - Locksmith	25.73
23530 - Machinery Maintenance Mechanic	29.02
23550 - Machinist Maintenance	28.97
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.74
23592 - Metrology Technician II	34.93
23593 - Metrology Technician III	35.94
23640 - Millwright	30.74
23710 - Office Appliance Repairer	22.51
23760 - Painter Maintenance	22.43
23790 - Pipefitter Maintenance	29.95
23810 - Plumber Maintenance	28.87
23820 - Pneudraulic Systems Mechanic	28.80
23850 - Rigger	26.81
23870 - Scale Mechanic	26.78
23890 - Sheet-Metal Worker Maintenance	27.27
23910 - Small Engine Mechanic	22.00
23931 - Telecommunications Mechanic I	28.59
23932 - Telecommunications Mechanic II	31.26
23950 - Telephone Lineman	36.62
23960 - Welder Combination Maintenance	27.44
23965 - Well Driller	27.72
23970 - Woodcraft Worker	28.80
23980 - Woodworker	24.58
24000 - Personal Needs Occupations	
24550 - Case Manager	17.79
24570 - Child Care Attendant	13.84***
24580 - Child Care Center Clerk	17.26
24610 - Chore Aide	13.84***
24620 - Family Readiness And Support Services Coordinator	17.79

24630 - Homemaker	17.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.59
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	30.59
25190 - Ventilation Equipment Tender	24.83
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.00
27007 - Baggage Inspector	15.46
27008 - Corrections Officer	24.23
27010 - Court Security Officer	27.80
27030 - Detection Dog Handler	17.85
27040 - Detention Officer	24.23
27070 - Firefighter	31.38
27101 - Guard I	15.46
27102 - Guard II	17.85
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.18
28042 - Carnival Equipment Repairer	15.95
28043 - Carnival Worker	12.86***
28210 - Gate Attendant/Gate Tender	16.95
28310 - Lifeguard	13.34***
28350 - Park Attendant (Aide)	18.96
28510 - Recreation Aide/Health Facility Attendant	13.84***
28515 - Recreation Specialist	23.49
28630 - Sports Official	15.10
28690 - Swimming Pool Operator	17.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.58
29020 - Hatch Tender	31.58
29030 - Line Handler	31.58
29041 - Stevedore I	30.36
29042 - Stevedore II	32.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.70
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	32.20
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	35.47
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	27.18
30051 - Cryogenic Technician I	30.60
30052 - Cryogenic Technician II	33.80
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.74
30095 - Evidence Control Specialist	27.63
30210 - Laboratory Technician	25.72
30221 - Latent Fingerprint Technician I	27.85
30222 - Latent Fingerprint Technician II	30.76
30240 - Mathematical Technician	33.86
30361 - Paralegal/Legal Assistant I	23.32
30362 - Paralegal/Legal Assistant II	28.90

30363 - Paralegal/Legal Assistant III	35.35
30364 - Paralegal/Legal Assistant IV	42.76
30375 - Petroleum Supply Specialist	33.80
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	33.80
30461 - Technical Writer I	27.89
30462 - Technical Writer II	34.11
30463 - Technical Writer III	41.28
30491 - Unexploded Ordnance (UXO) Technician I	29.68
30492 - Unexploded Ordnance (UXO) Technician II	35.91
30493 - Unexploded Ordnance (UXO) Technician III	43.04
30494 - Unexploded (UXO) Safety Escort	29.68
30495 - Unexploded (UXO) Sweep Personnel	29.68
30501 - Weather Forecaster I	31.00
30502 - Weather Forecaster II	37.71
30620 - Weather Observer Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.91
31020 - Bus Aide	20.58
31030 - Bus Driver	26.48
31043 - Driver Courier	19.65
31260 - Parking and Lot Attendant	13.80***
31290 - Shuttle Bus Driver	18.59
31310 - Taxi Driver	15.07
31361 - Truckdriver Light	20.66
31362 - Truckdriver Medium	21.64
31363 - Truckdriver Heavy	23.75
31364 - Truckdriver Tractor-Trailer	23.75
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.51
99030 - Cashier	12.90***
99050 - Desk Clerk	13.78***
99095 - Embalmer	35.87
99130 - Flight Follower	29.68
99251 - Laboratory Animal Caretaker I	17.38
99252 - Laboratory Animal Caretaker II	18.27
99260 - Marketing Analyst	31.11
99310 - Mortician	35.87
99410 - Pest Controller	23.80
99510 - Photofinishing Worker	16.07
99710 - Recycling Laborer	16.17
99711 - Recycling Specialist	18.01
99730 - Refuse Collector	15.26
99810 - Sales Clerk	13.55***
99820 - School Crossing Guard	14.04***
99830 - Survey Party Chief	30.87
99831 - Surveying Aide	16.83
99832 - Surveying Technician	25.65
99840 - Vending Machine Attendant	17.99
99841 - Vending Machine Repairer	21.22
99842 - Vending Machine Repairer Helper	17.99

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 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 8 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))."