
**DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT**



**REQUEST FOR QUOTATION
(RFQ)**

31-2017

ISSUE DATE: August 30, 2017 **CLOSING DATE:** September 6, 2017

CAPTION: HUMAN RESOURCE CONSULTING SERVICES

The District of Columbia Housing Authority (“DCHA”) issues this Request for Quote (RFQ) on behalf of its Human Resources Department (HR) to solicit price quotes from interested qualified contractors to provide Human Resource Consulting Services in compliance Simplified Procurement Methods detailed in the DCHA Procurement Policy, all applicable Federal standards, United States Department of Housing and Urban Development (HUD) regulations, and local laws. For any contract that involves District funds, DCHA shall comply with the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§ 2-351.01 et seq.)(2011 Repl.).

Interested Qualified Offerors are invited to submit a quote in response to this solicitation.

SCOPE OF SERVICES

The District of Columbia Housing Authority (DCHA) wishes to engage the services of a Consulting Firm to provide support to the Human Resources Department to assist with the following projects:

1. Reviewing of processes, practices, procedures and templates relating to HR and those in the new Human Resources Information Systems (HRIS); may include developing or refining workflows (compensation planning, recruitment/onboarding, performance management, job descriptions and classification, benefits reporting).
2. Examine modules completed in HRIS, compare modules and data fields with HR processes, practices, procedures, and templates.
3. Provide HR with observations and recommendations as subject matter expert for module set up to best integrate current practice, policies, procedures, and templates.
4. Examine current and future reporting needs, and assist client with developing report structure.
5. Work with client to on determining module or data gaps. Provide observations and recommendations to complete set up.

HOURS OF SERVICES

Services shall be provided Monday through Friday between the hours of 8:15a.m. - 4:45p.m. Other periods of access or work shall be approved by the Contracting Officer or its designee.

MANNER OF AWARD

Award, if made, will be to a single responsive, responsible bidder quoting the lowest price.

TERM OF CONTRACT

The period of performance under this contract shall be five (5) months from the date of contract execution, based upon the availability of funds, as deemed appropriate in the representation of DCHA .

CONTRACT TYPE

DCHA will award a firm fixed-price contract.

CERTIFICATE OF INSURANCE

Contractor, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Contractor in this section shall set forth the District of Columbia Housing Authority as an additional insured (as applicable).

Workers' Compensation: The contractor should contact their insurer for the appropriate liability limit.

BASIC COVERAGE

Commercial General Liability (GL):

Per Occurrence: \$2,000,000

Aggregate: \$4,000,000

Products and Completed Operations: \$2,000,000

Personal/ Advertising Injury: \$1,000,000

Contractor shall provide DCHA an annual Certificate of Insurance as evidence of the limits of coverage described above.

With respect to Commercial General Liability (GL) above, the insurance policies shall be endorsed to name DCHA as an additional insured and must be in place before the execution of contract awarded.

WAGE DECISION

The District of Columbia Wage Rates are prevailing and attached for this procurement.

U.S. Department of Labor Employment Standards Administration, General Wage Decision Number 2015-4281 is applicable and shall govern throughout this procurement.

CONTRACTOR'S PERFORMANCE

DCHA reserves the right to terminate any and all services if the Contractor fails to perform work in accordance with the scope of services and/or local, state or federal codes.

SUBMISSION OF PAYMENT REQUEST

The Contractor must submit invoices to DCHA at the following address after services have been provided. The invoices shall provide the date and location of services; a detailed description of the equipment purchased and/or rendered with supporting documentation to substantiate billing.

Lack of sufficiency invoice details may result in payment delay processing:

District of Columbia Housing Authority
Office of Financial Management
Accounts Payable
1133 North Capitol St., N.E., Suite 329
Washington, D.C. 20002
DCHApayments@dchousing.org

Proper invoices shall contain the following information:

Contract Number
Purchase Order Number
Identification of matters/services performed consistent with the contract requirement and supporting documentation

DCHA's Accounts Payable Division processes checks for payment daily except for a dated that falls on a legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.

SUBMISSION OF PRICE QUOTATIONS

Price quote shall be inclusive of all delivery, labor, supervision, material, overhead and profit per order.

Price Quote shall include hourly rates for all services required to complete the Scope of Work.

Hourly rates shall be fully-burdened and the lowest discounted (government) rate offered to similar clients.

If applicable, include the cost for additional services that your company provides that are related to and normally associated with providing HR Consulting Services.

In submitting this quote, it is understood that the right is reserved by the Authority to reject any and all quotes.

Price quotations are to be hand delivered or emailed to the address as listed below and is due no later than (11:00 am) on Wednesday, September 6, 2017.

District of Columbia Housing Authority
Office of Administrative Services/Contracts and Procurement
Cheryl Moore, Contracting Officer
1133 North Capitol Street, N.E. Suite 300
Washington, D.C. 20002

DCHA will accept electronic submissions in appropriate PDF format. Electronic submissions shall be sent to the following email address: LaShawn Mizzell-McLeod, Contract Specialist at Immcleod@dchousing.org with a copy to business@dchousing.org

CONTACT PERSON

If there are any questions pertaining to the scope of services or conditions as stated herein, please contact LaShawn Mizzell-McLeod by phone on (202)535-1212 or by email at Immcleod@dchousing.org with copy to business@dchousing.org.

ATTACHMENTS

HUD Form 5370-C General Conditions for Non-Construction – Section I
Wage Determination



**GENERAL CONDITIONS FOR
NON-CONSTRUCTION CONTRACTS
SECTION I
(With or Without Maintenance Work)**

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3500; and to the Office of Management and Budget Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I,
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 963.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract

- (a) "Authority or Housing Authority (HA)" means the Housing Authority
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA 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 the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(i) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above, (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to
(i) appeals under the clause titled Disputes,
(ii) litigation or settlement of claims arising from the performance of this contract, or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, than the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that
(i) Award of the contract may result in an unfair competitive advantage, or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract,
- (ii) The making of any Federal grant,
- (iii) The making of any Federal loan,
- (iv) The entering into of any cooperative agreement, and
- (v) The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment,
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition
 - (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action.

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities, and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission, and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter.

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities, and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment, (2) upgrading; (3) demotion, (4) transfer, (5) recruitment or recruitment advertising; (6) layoff or termination, (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims, suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3 HUD Act of 1958 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1958, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items (1) are not reasonably available in a reasonable period of time, (2) fail to meet reasonable performance standards which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where (1) the Contractor purchases in excess of \$10,000 of the item under this contract, or (2) during the preceding Federal fiscal year, the Contractor (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State, and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



ATTACHMENT WAGE DETERMINATION

WD 15-4281 (Rev.-7) was first posted on www.wdol.gov on 08/01/2017

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

| | | |
|-----------------|---------------------|-----------------------------------|
| Daniel W. Simms | Division of | Wage Determination No.: 2015-4281 |
| Director | Wage Determinations | Revision No.: 7 |
| | | Date Of Revision: 07/25/2017 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. 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.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

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 | | 20.28 |
| 01013 - Accounting Clerk III | | 22.68 |
| 01020 - Administrative Assistant | | 31.98 |
| 01035 - Court Reporter | | 21.84 |
| 01041 - Customer Service Representative I | | 14.94 |
| 01042 - Customer Service Representative II | | 16.81 |
| 01043 - Customer Service Representative III | | 18.33 |
| 01051 - Data Entry Operator I | | 14.88 |
| 01052 - Data Entry Operator II | | 16.23 |
| 01060 - Dispatcher, Motor Vehicle | | 19.28 |
| 01070 - Document Preparation Clerk | | 16.17 |
| 01090 - Duplicating Machine Operator | | 16.17 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 16.18 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 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 | | 25.24 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |

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| 01311 - Secretary I | 18.07 |
| 01312 - Secretary II | 20.18 |
| 01313 - Secretary III | 25.29 |
| 01320 - Service Order Dispatcher | 17.24 |
| 01410 - Supply Technician | 31.98 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 15.07 |
| 01531 - Travel Clerk I | 14.80 |
| 01532 - Travel Clerk II | 15.91 |
| 01533 - Travel Clerk III | 17.08 |
| 01611 - Word Processor I | 16.56 |
| 01612 - Word Processor II | 18.59 |
| 01613 - Word Processor III | 20.79 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.14 |
| 07041 - Cook I | 15.15 |
| 07042 - Cook II | 17.61 |
| 07070 - Dishwasher | 10.72 |
| 07130 - Food Service Worker | 11.01 |
| 07210 - Meat Cutter | 20.10 |
| 07260 - Waiter/Waitress | 10.67 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 12.66 |
| 11090 - Gardener | 18.52 |
| 11122 - Housekeeping Aide | 12.66 |
| 11150 - Janitor | 12.66 |
| 11210 - Laborer, Grounds Maintenance | 13.82 |
| 11240 - Maid or Houseman | 12.22 |
| 11260 - Pruner | 12.25 |
| 11270 - Tractor Operator | 16.94 |
| 11330 - Trail Maintenance Worker | 13.82 |
| 11360 - Window Cleaner | 14.28 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 22.31 |
| 12011 - Breath Alcohol Technician | 21.35 |
| 12012 - Certified Occupational Therapist Assistant | 27.96 |
| 12015 - Certified Physical Therapist Assistant | 25.93 |

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| 12020 - Dental Assistant | 19.78 |
| 12025 - Dental Hygienist | 45.00 |
| 12030 - EKG Technician | 33.48 |
| 12035 - Electroneurodiagnostic Technologist | 33.48 |
| 12040 - Emergency Medical Technician | 22.31 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 17.17 |
| 12130 - Medical Laboratory Technician | 18.98 |
| 12160 - Medical Record Clerk | 18.80 |
| 12190 - Medical Record Technician | 21.04 |
| 12195 - Medical Transcriptionist | 20.50 |
| 12210 - Nuclear Medicine Technologist | 39.16 |
| 12221 - Nursing Assistant I | 11.74 |
| 12222 - Nursing Assistant II | 13.19 |
| 12223 - Nursing Assistant III | 14.40 |
| 12224 - Nursing Assistant IV | 16.16 |
| 12235 - Optical Dispenser | 20.67 |
| 12236 - Optical Technician | 17.38 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 17.93 |
| 12305 - Radiologic Technologist | 33.85 |
| 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) | 25.90 |
| 12320 - Substance Abuse Treatment Counselor | 27.04 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.37 |
| 13012 - Exhibits Specialist II | 26.46 |
| 13013 - Exhibits Specialist III | 32.37 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 37.95 |
| 13050 - Library Aide/Clerk | 16.35 |
| 13054 - Library Information Technology Systems Administrator | 34.26 |
| 13058 - Library Technician | 20.89 |
| 13061 - Media Specialist I | 22.66 |
| 13062 - Media Specialist II | 25.36 |
| 13063 - Media Specialist III | 28.27 |
| 13071 - Photographer I | 16.65 |
| 13072 - Photographer II | 18.90 |
| 13073 - Photographer III | 23.67 |
| 13074 - Photographer IV | 28.65 |
| 13075 - Photographer V | 33.76 |
| 13090 - Technical Order Library Clerk | 20.54 |
| 13110 - Video Teleconference Technician | 23.38 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.92 |
| 14042 - Computer Operator II | 21.18 |
| 14043 - Computer Operator III | 23.60 |
| 14044 - Computer Operator IV | 26.22 |
| 14045 - Computer Operator V | 29.05 |
| 14071 - Computer Programmer I | (see 1) 26.36 |
| 14072 - Computer Programmer II | (see 1) |

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| 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 | | 18.92 |
| 14160 - Personal Computer Support Technician | | 26.22 |
| 14170 - System Support Specialist | | 37.87 |
| 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 | | 36.80 |
| 15070 - Flight Instructor (Pilot) | | 52.81 |
| 15080 - Graphic Artist | | 30.47 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 48.72 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 48.72 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 48.72 |
| 15090 - Technical Instructor | | 28.79 |
| 15095 - Technical Instructor/Course Developer | | 35.22 |
| 15110 - Test Proctor | | 23.24 |
| 15120 - Tutor | | 23.24 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 11.41 |
| 16030 - Counter Attendant | | 11.41 |
| 16040 - Dry Cleaner | | 14.66 |
| 16070 - Finisher, Flatwork, Machine | | 11.41 |
| 16090 - Presser, Hand | | 11.41 |
| 16110 - Presser, Machine, Drycleaning | | 11.41 |
| 16130 - Presser, Machine, Shirts | | 11.41 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 11.41 |
| 16190 - Sewing Machine Operator | | 15.71 |
| 16220 - Tailor | | 16.64 |
| 16250 - Washer, Machine | | 12.51 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 24.71 |
| 19040 - Tool And Die Maker | | 28.29 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 18.11 |
| 21030 - Material Coordinator | | 25.24 |
| 21040 - Material Expediter | | 25.24 |
| 21050 - Material Handling Laborer | | 13.83 |
| 21071 - Order Filler | | 15.09 |
| 21080 - Production Line Worker (Food Processing) | | 18.11 |
| 21110 - Shipping Packer | | 17.65 |
| 21130 - Shipping/Receiving Clerk | | 17.65 |
| 21140 - Store Worker I | | 12.49 |
| 21150 - Stock Clerk | | 17.98 |
| 21210 - Tools And Parts Attendant | | 18.11 |
| 21410 - Warehouse Specialist | | 18.11 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 32.92 |
| 23019 - Aircraft Logs and Records Technician | | 23.91 |
| 23021 - Aircraft Mechanic I | | 31.25 |
| 23022 - Aircraft Mechanic II | | 32.92 |
| 23023 - Aircraft Mechanic III | | 34.52 |
| 23040 - Aircraft Mechanic Helper | | 21.22 |
| 23050 - Aircraft, Painter | | 29.92 |
| 23060 - Aircraft Servicer | | 23.91 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 29.92 |

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| 23080 - Aircraft Worker | 25.42 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 25.42 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 31.25 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 31.48 |
| 23130 - Carpenter, Maintenance | 22.45 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 30.17 |
| 23182 - Electronics Technician Maintenance II | 32.03 |
| 23183 - Electronics Technician Maintenance III | 33.75 |
| 23260 - Fabric Worker | 22.55 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 20.77 |
| 23311 - Fuel Distribution System Mechanic | 27.60 |
| 23312 - Fuel Distribution System Operator | 23.45 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 31.25 |
| 23381 - Ground Support Equipment Servicer | 23.91 |
| 23382 - Ground Support Equipment Worker | 25.42 |
| 23391 - Gunsmith I | 20.77 |
| 23392 - Gunsmith II | 24.15 |
| 23393 - Gunsmith III | 27.00 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 28.33 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 29.84 |
| 23430 - Heavy Equipment Mechanic | 26.13 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 27.34 |
| 23465 - Laboratory/Shelter Mechanic | 25.64 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 23.54 |
| 23530 - Machinery Maintenance Mechanic | 27.44 |
| 23550 - Machinist, Maintenance | 26.10 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 27.34 |
| 23592 - Metrology Technician II | 28.79 |
| 23593 - Metrology Technician III | 30.19 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 26.55 |
| 23810 - Plumber, Maintenance | 25.21 |
| 23820 - Pneudraulic Systems Mechanic | 27.00 |
| 23850 - Rigger | 27.72 |
| 23870 - Scale Mechanic | 24.15 |
| 23890 - Sheet-Metal Worker, Maintenance | 24.81 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 32.28 |
| 23960 - Welder, Combination, Maintenance | 24.34 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 27.00 |
| 23980 - Woodworker | 20.77 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 19.40 |

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| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 11.57 |
| 24620 - Family Readiness And Support Services Coordinator | 19.40 |
| 24630 - Homemaker | 19.40 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 33.03 |
| 25040 - Sewage Plant Operator | 24.67 |
| 25070 - Stationary Engineer | 33.03 |
| 25190 - Ventilation Equipment Tender | 23.58 |
| 25210 - Water Treatment Plant Operator | 24.67 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.09 |
| 27007 - Baggage Inspector | 15.38 |
| 27008 - Corrections Officer | 25.08 |
| 27010 - Court Security Officer | 26.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 25.08 |
| 27070 - Firefighter | 28.10 |
| 27101 - Guard I | 15.38 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 29.70 |
| 27132 - Police Officer II | 33.00 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 15.74 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 17.62 |
| 28510 - Recreation Aide/Health Facility Attendant | 12.85 |
| 28515 - Recreation Specialist | 21.82 |
| 28630 - Sports Official | 14.03 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.98 |
| 29020 - Hatch Tender | 27.98 |
| 29030 - Line Handler | 27.98 |
| 29041 - Stevedore I | 25.78 |
| 29042 - Stevedore II | 29.33 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 41.44 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 28.58 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 31.47 |
| 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 | 26.41 |
| 30051 - Cryogenic Technician I | 24.89 |
| 30052 - Cryogenic Technician II | 27.49 |
| 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 |

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| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 27.41 |
| 30095 - Evidence Control Specialist | 22.47 |
| 30210 - Laboratory Technician | 24.41 |
| 30221 - Latent Fingerprint Technician I | 33.09 |
| 30222 - Latent Fingerprint Technician II | 36.55 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30375 - Petroleum Supply Specialist | 27.49 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30395 - Radiation Control Technician | 27.49 |
| 30461 - Technical Writer I | 25.75 |
| 30462 - Technical Writer II | 31.51 |
| 30463 - Technical Writer III | 38.12 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 26.34 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 31.87 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 38.20 |
| 30494 - Unexploded (UXO) Safety Escort | 26.34 |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.34 |
| 30501 - Weather Forecaster I | 26.93 |
| 30502 - Weather Forecaster II | 32.75 |
| 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 | 31.87 |
| 31020 - Bus Aide | 14.32 |
| 31030 - Bus Driver | 20.85 |
| 31043 - Driver Courier | 15.38 |
| 31260 - Parking and Lot Attendant | 11.06 |
| 31290 - Shuttle Bus Driver | 16.83 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 16.83 |
| 31362 - Truckdriver, Medium | 18.28 |
| 31363 - Truckdriver, Heavy | 20.54 |
| 31364 - Truckdriver, Tractor-Trailer | 20.54 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.54 |
| 99030 - Cashier | 10.51 |
| 99050 - Desk Clerk | 12.92 |
| 99095 - Embalmer | 27.90 |
| 99130 - Flight Follower | 26.34 |
| 99251 - Laboratory Animal Caretaker I | 13.24 |
| 99252 - Laboratory Animal Caretaker II | 14.47 |
| 99260 - Marketing Analyst | 33.51 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 18.70 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 19.20 |
| 99711 - Recycling Specialist | 23.54 |
| 99730 - Refuse Collector | 17.01 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 16.25 |
| 99830 - Survey Party Chief | 25.06 |
| 99831 - Surveying Aide | 15.57 |
| 99832 - Surveying Technician | 23.81 |
| 99840 - Vending Machine Attendant | 15.48 |
| 99841 - Vending Machine Repairer | 19.67 |

99842 - Vending Machine Repairer Helper

15.48

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 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. (Reg. 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 **

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)).