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



**REQUEST FOR QUOTATION
(RFQ)**

35-2017

ISSUE DATE: September 14, 2017 **CLOSING DATE:** September 19, 2017

CAPTION: GARAGE DOOR MAINTENANCE AND REPAIR SERVICES

The District of Columbia Housing Authority (“DCHA”) issues this Request for Quote (RFQ) on behalf of its Operations Department to solicit price quotes from interested qualified contractors to provide Garage Door Maintenance and Repair 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

Provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device or equipment on an as needed basis as ordered by the Contracting Officer or his designated representative.

DCHA Properties

The following property’s overhead garage doors will be serviced under this quote:

Property	Address	Electric/Manual	Quantity
Judiciary House	461 H Streets, N.W.	Electric	2
James Apartments	1425 N Street, N.W.	Electric	2
Garfield Terrace	2301-11th Street, N.W.	Electric	1
Greenleaf Gardens	203 N Streets, SW	Manual	2
DCHA Warehouse	672-675 Taylor Street, NE	Electric	2
Richardson Dwellings	260- 54th Street NE	Manual	1
DCHA Headquarters	1133 North Capital St, NE	Electric	1
Ft. Lincoln	3400 Banneker Dr. NE	Electric	1
Lincoln Heights	400 50th. St. NE	Electric	1
DCHA Motor Pool	Kenilworth Ave. NE	Electric	1
Kenilworth	4500 Quarles St. NE	Electric	1

Contractor shall have ample and complete stock of replacement parts sufficient for normal repairs of all type of doors. All new parts shall be genuine products of the original manufacturers of the various types of doors.

Contractors shall repair or replace all replacement parts as they become necessary due to normal wear and tear.

Test all devices and equipment including but not limited to the following:

- Visible control panels
- Connectors and switch plates
- Electronic sensing equipment
- Hydraulic system
- Circuits motors, switches and conduits

Replacement Parts

Contractor shall maintain at all times, ample and complete stock of normal replacement items.

Replacement items shall conform to style, size and appearance to existing items and the District of Columbia Housing Code.

All major replacement items as determined by the Contracting Officer shall be approved prior to installation.

Wiring shall be in conformity with D.C. Electrical Code.

Workmanship

All work shall conform to District of Columbia Codes and regulations. The Contractor shall do whatever is necessary to carry out the purchase order in good faith which includes having systems and controls in good working order utilizing materials of like design and composition to those originally supplied (Unless directed by the Contracting Officer to the contrary) and installed with accurate workmanship skillfully fitted and properly connected.

Testing

The Contractor is responsible for conducting an appropriate test of the system upon completion of any repair work to assure that system(s) are functioning properly and removing deficiencies, if any.

The contractor shall notify the COTR two (2) working days in advance of the testing.

All testing shall be performed in the presence of the Contracting Officer's Technical Representative (COTR) or designee.

All work shall be performed by the Contractor to make necessary repair to all types of doors.

All replacement parts and workmanship shall be guaranteed for a period of thirty (30) days.

Materials

Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expenses allocated to direct materials in accordance with the Contractor practices. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms actual payment have been made for direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

Work Procedures

All contractors must sign in and out at the Property Manager's Office. Contractor will advise or coordinate with the property manager any activities, which may disrupt residents significantly such as the interruption of utility services to any resident.

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Garage Door Maintenance and Repair Services

Service Calls

Contractor shall respond to routine work requests by the next business day upon receipt of a properly executed work order. The Contractor shall respond to emergency calls from the DCHA within two (2) hours.

Cost Proposals

The Contractor shall submit a detailed cost proposal for repairs that exceed \$1,000 to the Contracting Officer for review and approval prior to the commencement of work. DCHA shall only pay the Contractor the cost above \$1,000 on approved work.

The Contractor's detailed cost proposal must include a listing of all labor, materials, equipment and time of completion proposed for approval to the Contract Representative. All equipment and materials must include sizes, manufacturer's name and model number, and any other pertinent data.

DCHA shall reimburse the contractor for the materials used in performing repairs that do not exceed the estimated material cost stated in the cost proposal.

The Contractor shall not exceed the estimated number of hours or the estimated materials cost as stated within the Cost Proposal, unless the estimated number of hours and the estimated cost for materials are increased by a modification executed by the Contracting Officer.

DURING THE TERM OF THE CONTRACT AWARD DOOR REPAIR SERVICES REQUIRED BY DCHA MAY CHANGE REQUIRING AN INCREASE OR DECREASE IN SERVICES.

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 twelve (12) months from the date of contract execution, based upon the availability of funds, as deemed appropriate in the representation of DCHA.

CONTRACT TYPE

The DCHA will award a Time and Materials Contract at (1) the Direct labor hours at the specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and (2) Materials at cost, including, if appropriate, material handling costs as part of the material costs; resulting from this solicitation.

Performance shall be made only after receipt of purchase orders issued in accordance with the Quote and Scope of Work.

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 repairs/ services performed consistent with the contract requirements and supporting documentation.
Part and Material costs will be reimbursed with a copy of the original part invoice.

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

All Bidders must complete and submit "Exhibit 1 – GARAGE DOOR MAINTENANCE AND REPAIRS SCHEDULE OF PRICES". Failure to complete "Exhibit 1" in its entirety may result in rejection of quote."

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.

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 Tuesday, September 19, 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 lmcleod@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 lmcleod@dchousing.org with copy to business@dchousing.org.

ATTACHMENTS

DCHA Mandatory Clauses For Small Purchases Other Than Construction
HUD Form 5370-C General Conditions for Non-Construction Contracts– Section II
Wage Determination
Exhibit 1 Schedule of Prices



DCHA SIMPLIFIED ACQUISITION MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES



DCHA Simplified Acquisition Mandatory Contract Clauses for Small Purchases

The following contract clauses are required in contracts pursuant to **2 C.F.R. Part 200 Appendix II**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. DCHA and contractor are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Contractor must comply or cause its subcontractors to comply, with all applicable District and federal nondiscrimination, labor standards and equal employment statutes and regulations, including, but not limited to

Davis-Bacon Act and Related Act wage requirements.

McNamara-O'Hara Service Contract Act of 1965, as Amended (41 U.S.C. 351, *et seq.*)

Fair Labor Standards Act of 1938, as amended (29U.S.C.201, *et seq.*), and related Secretary of Labor regulations and instructions (29 CFR Parts 4, 6, 8, and 1925).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor Regulations (29 C.F.R. Part 5)

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Drug-Free Workplace Act of 1988 Requirements (41 U.S.C. 701 *et seq.*)

Affirmative Action Requirements

Clean Air and Clean Water Acts (42 U.S.C. 7401-7671q)

Federal Water Pollution Control Act (33 U.S.C.1251-1387), as amended

Federal Debarment and Suspension Requirements in accordance with (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.

Examination and Retention of Contractor's Records. DCHA and its affiliates, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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. Contractor shall retain required records for a minimum of three (3) years following contract closeout.

Rights to inventions made under the contract or agreement (37 C.F.R. Part 401. DCHA and its affiliates 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 the Contract.

Energy Efficiency in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). The Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued.

Procurement of Recovered Materials in accordance with Section 6002 of the Solid Waste Disposal Act, as amended (2 C.F.R. 200.322)

- (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.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) DCHA and its affiliates may terminate this contract in whole, or from time to time in part, for convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). DCHA and its affiliates 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the DCHA and its affiliates all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the DCHA and its affiliates, the DCHA and its affiliates 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 (cause/default), the DCHA and its affiliates may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the DCHA and its affiliates, any work described in the Notice of Termination; (2) 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 DCHA and its affiliates; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the DCHA and its affiliates by the Contractor. In the event of termination for cause/default, the DCHA and its affiliates shall be costs incurred by the Contractor before the effective date of the termination.
- (d) Any dispute shall be decided by the Contracting Officer.

Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR chapter 60).

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Anti-Deficiency Act. Notwithstanding anything contained herein to the contrary, Contractor's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with (i) the Federal Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342 1349 and 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355-08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. No provision contained in this Contract shall be construed as a multi-year financial obligation to Contractor so as to cause violation of said Anti Deficiency Act.

Section 3 Requirements. All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act) (commonly known as and herein after as the Section 3 Program).

Any and all applicable laws and regulations of the United States, the District of Columbia, or any other State(s) where work will be performed under this Contract or any political subdivision thereof, including, but in no way limited to, any and all laws governing its relationship with its officers, employees, agents, representatives, affiliates, or subcontractors, including, by way of example, compensation, working hours, overtime, non-discrimination in employment, etc.



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

General Conditions for Non-Construction Contracts

Section II – (With 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. 20410-3600, 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-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

In the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I.
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) 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.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (i) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (ii) A training/trainee program that has received prior approval by HUD

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(g)
(h)

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



WAGE DETERMINATION

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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-4281 Revision No.: 7 Date Of Revision: 07/25/2017
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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 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

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

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)

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

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

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

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)).



EXHIBIT 1 PRICE SCHEDULE

EXHIBIT 1

GARAGE DOOR MAINTENANCE AND REPAIRS
SCHEDULE OF PRICES

A. REPAIRS DURING NORMAL HOURS

The Contractor shall provide all labor and material, tools, equipment and incidentals for garage door maintenance and repair service during regular hours of 8:15 a.m. – 4:45 p.m.

Mechanic	
Helper	

Service Call and Repair Costs shall be inclusive of labor, overhead, profit, fringe benefits and general administrative costs. Contractor will be reimbursed a 10% mark-up for the cost of parts and materials.

B. SERVICE & REPAIRS DURING OTHER THAN NORMAL HOURS

The Contractor shall provide all labor, materials, tools, equipment and incidentals for garage door maintenance and repair service during after hours: 4:46 p.m. - 8:14 a.m.

Mechanic	
Helper	

Service Call and Repair Costs shall be inclusive of labor, overhead, profit, fringe benefits and general administrative costs. Contractor will be reimbursed a 10% mark-up for the cost of parts and materials.

C. CONTRACTOR PRICE LISTING

Contractor shall include a price list for standard replacement parts and materials associated with providing service for garage door maintenance and repairs.

Prepared & Submitted by
(Print Name)

Company Name

Signature

Title

Date