

**United States District Court  
Probation Office  
District of New Jersey**

**Request for Quotation  
Solicitation # NJXPROB-01-2021**

**Request Date: May 25, 2021**

**Deadline for Quotes: June 9, 2021**

**Project Review Meeting/Field Inspection: By Appointment Only by no later than June 7, 2021**

**Project: Cyclical Painting – Martin Luther King, Jr. Courthouse – U.S. Probation Office 50 Walnut Street, Room 1005, Newark, NJ 07102**

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**To: Advertise on <https://www.njp.uscourts.gov/procurement-solicitation>; [Unisom.com](https://www.unisonglobal.com/product-suites/acquisition/marketplace/)  
<https://www.unisonglobal.com/product-suites/acquisition/marketplace/>**

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**Special Notes and Requirements:**

- This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. Probation Office, District of New Jersey Cyclical Painting on 1st floor of the Martin Luther King, Jr. Courthouse located at 50 Walnut Street, Room 1005, Newark, NJ 07102
- This is a request for **Open Market Pricing**.
- All contractors must agree to the Terms and Conditions set out in Attachment A.
- A firm fixed-price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the Scope of Work section.
- **Square footage indicated in specifications are approximates and field measurements are required. Changes cannot be made after contract is awarded.**
- The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- All work will be completed during business hours, Monday – Friday 8:00 am – 4:00pm. unless other arrangements are made.
- All work requires escorted access to judiciary facilities during business hours. In accordance with Clause 3-3 (*Provisions, Clauses, Terms and Conditions Small Purchases*) Contractor employees working on this project are subject to security checks including fingerprinting and background investigations.
- If the contractor is unable to supply a sufficient number of technically knowledgeable employees to work on this project; and is unable to complete the work within the prescribed time, the judiciary may terminate the contract for default; as prescribed in FAR Subparts 49.401(a) & 49.402-1(a)(b)(c).
- Contractor must submit names of employees for security clearance within two weeks of contract award.
- All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for completion and number of crew needed to accomplish the work. It is anticipated that the project will be completed in two weeks.
- All quotes shall include a paint color plan for the work area.
- Proposals must include the total cost to complete the scope of work in accordance with the RFQ. No additional charges including fuel surcharges, unforeseen or unplanned expenses will be accepted.
- A site review for the purpose of responding to the RFQ is by appointment only no later than June 7, 2021 **(This will depend on the COVID-19 situation)**. Please contact Julianne Williams via email [Julienne\\_Williams@njp.uscourts.gov](mailto:Julienne_Williams@njp.uscourts.gov) to schedule appointment.
- Contractors may submit questions via email to Julianne Williams. The deadline for submission of questions is **on June 7, 2021**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all contractors submitting proposals.
- Quotes are due by **June 9, 2021 (no later than Noon)**
- Quotes must be valid through **June 30, 2021**.
- Contractors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and Probation. ***Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.***

**Quotes:**

Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work (SOW). All proposals should detail how work will be accomplished and acknowledge compliance with the RFQ, and received by deadline. Quotes may be mailed (Must be stamped by deadline), hand delivered, faxed or e-mailed to:

**Julienne Williams**  
U.S. Probation Office  
50 Walnut Street, Room 1001  
Newark, NJ 07102  
Phone: 973-645-6304 Fax: 973-681-6041  
Email: [julienne\\_williams@njp.uscourts.gov](mailto:julienne_williams@njp.uscourts.gov)

***\*Questions concerning this RFQ should be addressed to the contact above\****

# STATEMENT OF WORK

## 1. Description of Project

### 1.1 Introduction

The U.S. Probation Office has developed a Cyclical Maintenance Plan to help with space and facilities upkeep. This plan includes a cyclical painting schedule which identifies areas for painting every seven years.

### 1.2 Objectives

The project is part of the Probation's Cyclical Maintenance Plan which has identified certain areas at the MLK Courthouse Probation Office for Cyclical Painting in 2021. The project aims to complete the painting in an efficient and timely manner, with minimal disruption to Probation's schedule.

### 1.3 Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate cyclical painting in U.S. Probation Office, MLK Courthouse, 50 Walnut Street, Room 1005, Newark, NJ 07102. The focus of this project will be hallways, kitchen, open areas as well as individual offices. Please see the attached map for the area included in the SOW. **Please Note: All furniture moves will be arranged by Probation Office and should not be included in the quote.**

### 1.4 Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level painting and have the manpower, equipment and tools required to complete the work to industry standards.
- Contractor will provide an on-site Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the industry.
- The Supervisor will be available to oversee and inspect all painting, ensure that all areas are left clean each day, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- The Supervisor shall report at the start of the shift to the Probation Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.
- All painters must have the technical knowledge and experience with commercial painting, including any patching and wall repair needed as part of the contract. Installers must be able to follow manufacturer's instructions on installation.
- Contractor will provide samples of selected colors for Probation to use to paint small areas for approval by staff.
- Low odor, water based paint shall be used on all areas.
- Contractor shall be prepared to provide a Material Safety Data for all chemicals proposed to be furnished as a result of this bid. The MSDS must list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- The contractor will work at the convenience of Probation Office and must be available to complete the work during business hours.
- The project schedule shall be coordinated with the flooring vendor and Probation.
- Number of crew members shall be appropriate for amount of work to be completed in a given day.
- All crew members must receive a security clearance through the U.S. Marshals Office prior to starting work on the project.
- Probation Office must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

## 2.0 Requirements

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

- Ordering, receiving and storing paint as defined in Section 3.0 until application;
- Patching, priming and painting all walls as needed and identified in contract;
- Removal of cove basing;
- Clean cut-in to floor base;
- Clean-up and removal of any debris or trash associated with the patching and paint application;
- Any and all additional work necessary to complete cyclical painting to meet industry and manufacturers standards and to the satisfaction and approval of the General Services Administration and the Probation Office; and
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A & B.

Probation shall perform the following task as part of move:

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

## 3.0 Deliverables

Table A, below, identifies the area included in the cyclical painting, approximate square footage and the colors of paint to be used. (Please note contractors shall take field measurements to confirm square footage.)

Location	Approx. Area (Sqft)	Carpet and Flooring Selections	Schedule
Room 1005 – Probation Office - PSI Unit			
PSI Unit	Ceilings 1,100 Est. Sq. Ft. Walls 15,500 Est. Sq. Ft. Door Frames 34	Probation Office Room 1005: All Offices, Halls, Closets, Kitchen, Doors, Door Frames, Window Frames and Exposed Ceiling <b>Main Color:</b> TBD <b>Secondary Color:</b> TBD OPEN MARKET PRICING "BRAND NAME OR EQUAL"	6 weeks

3.1 Schedule for Performance and Delivery/Milestone Schedules

- A decision for awarding the contract will be made upon a firm-fixed price award based on the lowest price technically acceptable.
- A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.
- A detailed work schedule will be arranged once the contract is awarded. **Work must be completed within 6 weeks of award of contract, unless otherwise arranged with Probation Project Manager. (This will depend on the COVID-19 situation).** The Contractor will work with flooring vendor to complete a final schedule.
- Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submitting of partial invoices shall be limited to once a week.

3.2 Review Period for Deliverable

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

3.3 Acceptance Criteria for Deliverables

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

- Application of paint will be clean without spatter on walls or carpet;
- New color selection shall match samples provided to contractor;
- Walls are primed or multiple coats applied so that old paint color does not show through or impact new application;
- Patching and texturing will blend with existing application;
- All trash, remnants, paint cans, etc., shall be removed and space completely cleaned upon completion of project.
- If necessary, contractor will return for touch-up or repainting as needed to meet approval of Probation.

4.0 Environment

All work will be conducted in occupied space.

4.1 Locations for Performance

All work will be conducted at the Martin Luther King, Jr. Courthouse, U.S. Probation Office, District of New Jersey, 50 Walnut Street, Room 1005, Newark, NJ 07102.

4.2 Government Furnished Property

No equipment, materials or service of any kind shall be provided by Probation.

4.3 Contractor Furnished Material

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

4.4. Access to Judiciary IT Networks

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

ATTACHMENT A - TERMS AND CONDITIONS

APPLICABLE JUDICIARY TERMS AND CONDITIONS

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

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

(end)

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

- ☒ Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- ☐ Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- ☒ Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- ☐ Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- ☐ Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- ☐ Clause 7-115 Availability of Funds (JAN 2003)
- ☒ Clause 3-300, Registration in the System for Award Management (SAM) (APR 2013)
- ☒ Clause 3-305, Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)
- ☒ Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (APR 2013) (applies only if Clauses 3-300 and 3-305 do not apply)

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

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

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

(end)

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

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_\_\_\_calendar days prior to the contract’s current expiration date *[insert the period of time within which the contracting officer may exercise the option]*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_(months) (years).

(end)

4. Incorporation of Department of Labor Wage Rate Determination

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

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

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

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

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

(end)

Solicitation Provisions Incorporated by Reference

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

Additional Solicitation Provisions

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

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

(end)

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

(a) *Definitions.*

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

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

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

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

☐ TIN has been applied for.

☐ TIN is not required, because:

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per 26 CFR 1.6049-4;

☐ other \_\_\_\_\_.

(f) *Contractor representations.*

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

☐ Women Owned Business

☐ Minority Owned Business (if selected, then one sub-type is required)

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(end)

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

(a) The offeror shall check following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that –

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

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

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

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

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

- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
  - (1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and
  - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

\_\_\_\_ Provision 3-220            Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

- (a) The offeror shall check following certification:

CERTIFICATION

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

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
  - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.
  - (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
    - (1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and
    - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
  - (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

## 46.301 Contractor inspection requirements.

The contracting officer shall insert the clause at 52.246-1, Contractor Inspection Requirements, in solicitations and contracts for supplies or services when the contract amount is expected to be at or below the simplified acquisition threshold and (a) inclusion of the clause is necessary to ensure an explicit understanding of the contractor's inspection responsibilities, or (b) inclusion of the clause is required under agency procedures. The clause shall not be used if the contracting officer has made the determination specified in 46.202-2(b).

**Parent topic:** Subpart 46.3 - Contract Clauses

# 52.246-1 Contractor Inspection Requirements.

As prescribed in 46.301 , insert the following clause:

## CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

**Parent topic:** 52.246 [Reserved]



## 222.102-1 Policy.

(1) Direct all inquiries from contractors or contractor employees regarding the applicability or interpretation of Occupational Safety and Health Act (OSHA) regulations to the Department of Labor.

(2) Upon request, provide the address of the appropriate field office of the Occupational Safety and Health Administration of the Department of Labor.

(3) Do not initiate any application for the suspension or relaxation of labor requirements without prior coordination with the labor advisor. Any requests for variances or alternative means of compliance with OSHA requirements must be approved by the Occupational Safety and Health Administration of the Department of Labor.

**Parent topic:** 222.102 Federal and State labor requirements.

## 222.402-70 Installation support contracts.

(a) Apply both the Service Contract Labor Standards statute and the Construction Wage Rate Requirements statute to installation support contracts if—

(1) The contract is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting, or repair work; and

(2) The aggregate dollar value of such construction work exceeds or is expected to exceed \$2,000.

(b) *Service Contract Labor Standards statute coverage under the contract.* Contract installation support requirements, such as plant operation and installation services (i.e., custodial, snow removal, etc.) are subject to the Service Contract Labor Standards. Apply Service Contract Labor Standards clauses and minimum wage and fringe benefit requirements to all contract service calls or orders for such maintenance and support work.

(c) *Construction Wage Rate Requirements statute coverage under the contract.* Contract construction, alteration, renovation, painting, and repair requirements (i.e., roof shingling, building structural repair, paving repairs, etc.) are subject to the Construction Wage Rate Requirements statute. Apply Construction Wage Rate Requirements clauses and minimum wage requirements to all contract service calls or orders for construction, alteration, renovation, painting, or repairs to buildings or other works.

(d) *Repairs versus maintenance.* Some contract work may be characterized as either Construction Wage Rate Requirements painting/repairs or Service Contract Labor Standards maintenance. For example, replacing broken windows, spot painting, or minor patching of a wall could be covered by either the Construction Wage Rate Requirements or the Service Contract Labor Standards. In those instances where a contract service call or order requires construction trade skills (i.e., carpenter, plumber, painter, etc.), but it is unclear whether the work required is Service Contract Labor Standards maintenance or Construction Wage Rate Requirements painting/repairs, apply the following rules:

(1) Individual service calls or orders which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the Construction Wage Rate Requirements.

(2) Individual service calls or orders which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the Service Contract Labor Standards.

(3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the Construction Wage Rate Requirements statute regardless of the total work-hours required.

(e) The determination of labor standards application shall be made at the time the solicitation is prepared in those cases where requirements can be identified. Otherwise, the determination shall be made at the time the service call or order is placed against the contract. The service call or order shall identify the labor standards law and contract wage determination which will apply to the work required.

(f) Contracting officers may not avoid application of the Construction Wage Rate Requirements statute by splitting individual tasks between orders or contracts.

**Parent topic:** 222.402 Applicability.

## 512.203 Procedures for solicitation, evaluation, and award.

(a) *Federal Supply Schedule contracts.* For Federal Supply Schedule contracts, the contracting officer shall use the policies in FAR 12 and this part 512 in conjunction with the policies and procedures in FAR 38 and part 538. See , Use of Bid Samples, if applicable.

(b) *Deregulated/Competitive Acquisitions for Natural Gas and Electricity.* For deregulated/competitive acquisitions, the contracting officer shall use policies and procedures in FAR 12 and this part 512 in conjunction with the policies and procedures in FAR 41.202 (a) and (b), the review requirements of FAR 41, and GSAM part 541, as applicable.

(c) *Construction as a commercial item.* The provisions and clauses in FAR 36 and GSAM part 536 address the fundamental aspects of construction contracting. FAR 36 and GSAM part 536 apply well-established commercial principles that are designed to result in an equitable distribution of risk between the Government and its contractors. The contracting officer should consider the following when contemplating a construction acquisition as a commercial item—

(1) FAR 12, as currently promulgated, should rarely be used for new construction acquisitions or non-routine alteration and repair services.

(2) FAR 12 and GSAM part 512 may be used in limited circumstances involving construction contracting, primarily for routine alteration and repair services as well as for the acquisition of commercial construction materials and associated ancillary services. It may be appropriate to use FAR 12 and GSAM part 512 for routine projects such as painting or carpeting, simple hanging of drywall, everyday electrical or plumbing work, and similar noncomplex services, as well as for purchases of commercial construction material and associated ancillary services.

(3) Whether a construction acquisition is conducted under FAR 36 or FAR 12, the contracting officer must adhere to the policies of FAR Subpart 22.4. This subpart addresses labor standards for contracts involving construction. Prior to making the determination that a construction acquisition can be conducted as a commercial item, the contracting officer should conduct appropriate market research in accordance with FAR 10 and GSAM .

(4) Construction contracts in excess of \$2,000 must include an applicable Construction Wage Rate Requirements statute wage determination found at <https://www.wdol.gov>. If the construction contract is greater than \$30,000, then the SF 1442 should be used in lieu of the SF 1449 and the bonds or alternate payment protection provisions of FAR 28.102-1, 28.102-2 and 28.102-3 apply.

(5) Construction contracts awarded as commercial item acquisitions should not exceed the prospectus threshold. The prospectus threshold as referenced in section 102-73.35 of the Federal Management Regulation (FMR) is posted at <https://www.gsa.gov/annualprospectusthreshold>.

(d) *Acquisitions with Commercial Supplier Agreements.* For acquisitions with commercial supplier agreements, the deviated commercial items clause 552.212-4 as prescribed in 512.301 addresses common commercial terms that conflict with Federal law and makes the terms unenforceable against the Government. The contracting officer is responsible for:

(1) Identifying objectionable terms not covered by the deviated clause;

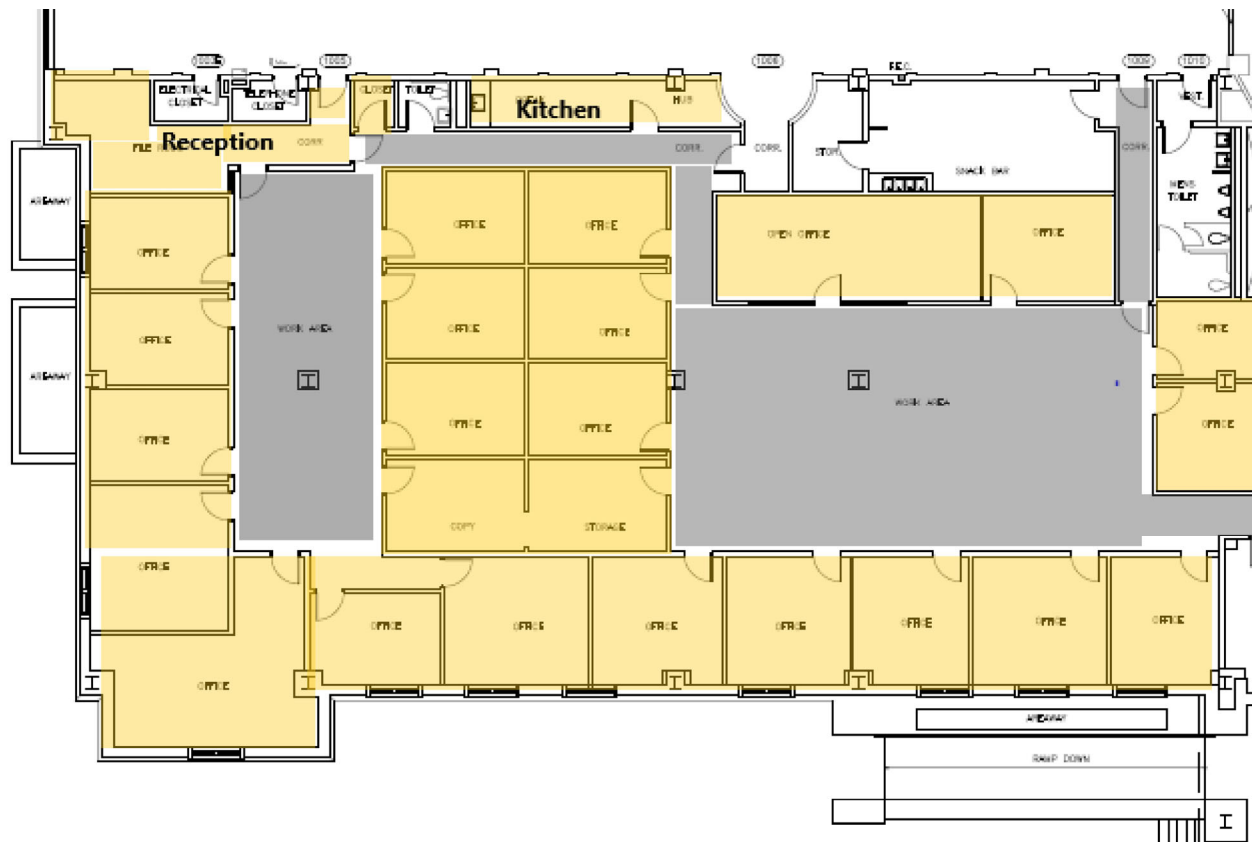
(2) Negotiating terms as necessary to meet the Government's needs; and

(3) Documenting the full commercial supplier agreement, including referenced terms, as addenda to the contract (see 504.803(b)(23)).

**Parent topic:** Subpart 512.2 - Special Requirements for the Acquisition of Commercial Items

ATTACHMENT B - DRAWINGS

U.S. Probation Office  
Martin Luther King Jr., Courthouse  
50 Walnut Street, Room 1005  
Newark, NJ 07102  
SENSITIVE BUT UNCLASSIFIED (SBU)  
PROPERTY OF UNITED STATES GOVERNMENT  
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"General Decision Number: NJ20210031 04/02/2021

Superseded General Decision Number: NJ20200031

State: New Jersey

Construction Type: Building

County: Essex County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	04/02/2021

ASBE0032-008 09/19/2017

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST  
INSULATOR (Includes the  
application of all insulating  
materials, protective  
coverings, coatings and  
finishings to all types of

mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....\$ 47.99            30.51

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BRNJ0002-014 11/01/2019

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 43.56	32.50

Work on high stacks: 22% per hour additional.

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BRNJ0002-016 11/01/2019

	Rates	Fringes
MASON - STONE.....	\$ 43.56	32.50

Work on high stacks: 22% per hour additional.

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BRNJ0004-001 11/01/2019

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

BRNJ0007-022 06/03/2018

	Rates	Fringes
Tile finisher.....	\$ 44.46	30.16
Tile setter.....	\$ 57.71	33.47

Tile finisher:  
Work grouting all epoxy: \$10.00 additional per day.

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CARP0006-009 11/01/2018

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 49.51	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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CARP0006-010 11/01/2018

Rates Fringes

CARPENTER

Including Acoustical

Ceiling Installation,

Drywall Hanging, Formwork,

Batt and Blown Insulation...\$ 49.51 57%

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CARP0029-008 11/01/2018

Rates Fringes

Soft floor layer.....\$ 49.51 57%

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CARP0715-007 05/01/2020

Rates Fringes

Millwright.....\$ 51.58 58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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ELEC0164-006 06/03/2019

Rates Fringes

ELECTRICIAN (Including Low Voltage Wiring)

Cable splicer.....\$ 63.10 61.5%

Electrician.....\$ 55.64 61.5%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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ELEV0001-003 03/17/2013

Rates Fringes

Elevator mechanic

Work on the addition,  
 replacement, refurbishing  
 or relocation of control,  
 drive, generating  
 equipment, hoistway or pit  
 equipment, including work  
 involving a structural  
 rise in the elevator  
 shafts in an existing  
 building and other  
 elevator work in the  
 machine room, hoistway or  
 pit; Also, changes in  
 design and appearance of  
 basic escalator equipment...\$ 45.14            27.455  
 All other work.....\$ 57.01            27.605

PAID HOLIDAYS:  
 New Year's Day, President's Day, Good Friday, Memorial Day,  
 Fourth of July, Labor Day, Columbus Day, Veteran's Day,  
 Thanksgiving Day, the Friday after Thanksgiving Day, and  
 Christmas Day.

PAID VACATION:  
  
 A worker who has worked less than 5 years: 4% of his or her  
 hourly rate for all hours worked.  
  
 A worker who has worked 5 to 10 years: 6% of his or her  
 hourly rate for all hours worked.  
  
 A worker who has worked 15 or more years: 8% of his or her  
 hourly rate for all hours worked.

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 ENGI0825-020 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45
GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45

Hazardous waste removal work:  
 Work on a state or federally designated hazardous waste site,  
 where the worker is in direct contact with hazardous  
 material, and when personal protective equipment is  
 required for respiratory, skin and eye protection: 20% per  
 hour additional.



PAID HOLIDAYS:  
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:  
Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:  
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:  
Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:  
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:  
Oiler

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IRON0011-012 07/01/2020		
	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 43.14	46.77
Structural, Ornamental.....	\$ 45.44	46.77

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LABO0008-001 05/01/2011		
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Rates      Fringes

Asbestos Removal Laborer.....\$ 28.37      21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

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LABO0222-006 07/01/2012

Rates      Fringes

LABORER

MASON TENDER:

Brick/Cement/Concrete.....\$ 29.85      23.07

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LABO0222-009 07/01/2012

Rates      Fringes

Laborers:

Asphalt Shoveler, Asphalt  
Spreader, Common or  
General Laborer, Landscape  
Laborer, Pipelayer, Power  
Tool Operator and  
Screedman.....\$ 29.35      23.07

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PAIN0711-018 05/01/2020

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 40.39      26.26

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PAIN0711-019 05/01/2017

Rates      Fringes

PAINTER (Brush & Roller).....\$ 39.25      22.66

PAINTER (Spray).....	\$ 40.28	19.98
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PAIN0711-021 05/01/2017

	Rates	Fringes
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Glazier.....	\$ 44.81	23.16
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Work welding or using a cutting torch:

\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet:

\$1.00 per hour additional.

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PLAS0029-003 05/01/2020

	Rates	Fringes
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PLASTERER.....	\$ 48.80	27.90
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PLUM0024-014 05/01/2019

	Rates	Fringes
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PLUMBER (Excluding HVAC Pipe Installation).....	\$ 55.19	35.45
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PLUM0475-014 05/01/2019

	Rates	Fringes
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PIPEFITTER (Including HVAC Pipe Installation).....	\$ 50.16	40.38
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ROOF0004-011 06/01/2020

	Rates	Fringes
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ROOFER (Shingles, Shake and Tile).....	\$ 39.77	28.03
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\* SFNJ0696-006 01/01/2021

	Rates	Fringes
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SPRINKLER FITTER (Fire Sprinklers).....	\$ 62.12	31.75
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SHEE0025-005 10/01/2018

Rates      Fringes

SHEET METAL WORKER (Including  
HVAC Duct Installation).....\$ 42.60      44.20

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TEAM0408-002 05/01/2020

Rates      Fringes

TRUCK DRIVER

Dump Truck.....\$ 39.21      27.32  
Off the Road Truck.....\$ 39.31      27.32

a. Employer contributes \$1813.39 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

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SUNJ2004-007 01/02/2009

Rates      Fringes

ROOFER, Excludes Shake &  
Shingle, and Tile Roofs.....\$ 30.21      15.25

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"