COMBINED SYNOPSIS/SOLICITATION

Rollup Door Replacement, Data Collection Office Lihue – Lihue, Hawaii

(i) This is a combined synopsis/solicitation for commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued.

Solicitation number 1333MH26Q0004 is issued as a request for quotation (RFQ), for services to replace a rollup door at the Data Collection Office Lihue located in Lihue, Hawaii.

This acquisition is set-aside for small business concerns. The associated NAICS code is 238290. The small business size standard is $22M.

The Government intends to award a trade off, single firm fixed-price purchase order on an all or none basis with payment terms of Net 30.

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

(ii) A list of line-item number(s) and items, quantities, and units of measure (including option(s), if applicable).

CLIN 0001
Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for the replacement of a rollup door at the DCO Lihue in Lihue, Hawaii, in accordance with the Statement of Work. Period of Performance is 180 days from the date of award.

All offered products must meet the requirements of Buy American-Supplies to be considered. Provide verification of the country of manufacture for offered products.

(iii) Description of requirements for the items to be acquired, including documentation supporting any brand name descriptions.

See attached Statement of Work, and Department of Labor Wage Rates: WD 2015-5691, Revision No. 27, dated 5/13/26, which can be found on: https://sam.gov/content/wage-determinations

Pictures referenced in the Statement of Work are included below.

Figure 1 – Overview of DCO Lihue and UAI 1

Figure 2 – UAIB – South-East Rollup Door 1

Figure 3 – UAIB – South-East Rollup Door 1

INVOICES TO BE BILLED MONTHLY IN ARREARS VIA IPP.GOV. QUOTE PRICING MAY BE PROVIDED ON ATTACHED SF18 FORM OR ON COMPANY LETTERHEAD.

(iv) Date(s) and place(s) of delivery and acceptance and f.o.b. point.

Period of performance shall be:
180 days from Date of Award (DOA).

Place of Performance is
Data Collection Office Lihue
3260 Kailani St.
Lihue Hawaii 96766.

(v) A list of solicitation provisions that apply to the acquisition can be found on the Request for Quote Form SF18 attachment in Section 5 Other Contract Terms and Conditions.

RFO 52.237-1 Site Visit (Apr 1984) (Deviation Jan 2026)
Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

A site visit is highly recommended but not required. Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. To set up a time to visit the Site, please contact either of the following:

Keith Komar
Email: keith.komar@noaa.gov
Tel: 808-245-2420

Dwight Low
Email: dwight.low@noaa.gov
Tel: 808-725-6087

All questions during the site visit should be submitted electronically to katy.reano@noaa.gov .

(vi) A list of contract clauses that apply to the acquisition can be found on the Request for Quote Form SF18 attachment in Section 4 Contract Terms and Conditions.

(vii) Quotes are required to be received in the contracting office no later than 1:00 PM HST (Hawaii Standard Time) on 7/07/2026. All quotes must be submitted electronically via email to katy.reano@noaa.gov

THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST AND RECEIVE A CONFIRMATION OF THE QUOTE RECEIPT.

Per NOAA Deviation 2025-02/03: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Contracting officers will not consider those representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
1333MH26Q0004	06/25/2026			

5a. ISSUED BY NWS Field Delegates
601 EAST 12TH STREET SUITE 1746
KANSAS CITY MO 64106

6. DELIVER BY *(Date)*: 180 Days After Award

7. DELIVERY: [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
KATY REANO	808	725-6023

8. TO:

a. NAME	b. COMPANY

c. STREET ADDRESS

d. CITY	e. STATE	f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE: DATA COLLECTION OFFICE LIHUE

b. STREET ADDRESS
LIHUE AIRPORT
3260 KAILANI ST

c. CITY: LIHUE

d. STATE	e. ZIP CODE
HI	96766-9722

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 07/07/2026 1300 HT

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY	e. STATE	f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. TITLE *(Type or print)*	NUMBER

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Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	Services, non-personal, to provide all labor, materials and equipment necessary for replacement of Rollup Door at the Data Collection Office Lihue in accordance with the attached Statement of Work. Period of Performance is 180 days from award date. Award Type: Firm-fixed-price Product/Service Code: Z1AZ				

Section III - Description/Specifications

SOW STATEMENT OF WORK

ROLLUP DOOR FOR UPPER AIR INFLATION BUILDING AT DATA COLLECTION OFFICE LIHUE
Requisition No.: 142060-26-0058

1.0 GENERAL

The Mission Statement of the National Weather Service (NWS) is to provide weather, hydrologic and climate forecasts and warnings, and impact-based decision support services for the United States, its territories, adjacent waters and ocean areas, for the protection of life and property and enhancement of the national economy. In support of this mission, the NWS Pacific Region (PR), Facilities Engineering Branch (FEB), provides facilities support and maintenance throughout the Pacific Region.

2.0 BACKGROUND

The Data Collection Office (DCO) Lihue, located on Kauai island in Hawaii, launches weather balloons twice a day, every day of the year. In order to launch balloons manually, technicians must prepare the ballon and associated weather equipment in the Upper Air Inflation Building (UAIB) for the daily launches. After filling the ballon with hydrogen, technicians open one of the two 10'x14' rollup doors, exit the UAIB and release the balloon. One of the rollup doors to the UAIB is inoperable and needs to be replaced.

3.0 PLACE OF PERFORMANCE

DCO Lihue is located at 3260 Kailani Street, Lihue, Hawaii. See Figure 1.

4.0 SCOPE

4.1 General

The Contractor shall provide all materials, labor, equipment, supervision, and coordination necessary to remove the south-east UAIB rollup door and motor and replace it with a new rollup door and motor.

4.2 Compliance Documents

The Contractor shall comply with all local, state, and federal environmental, health, and safety regulations while conducting this work at the DCO Lihue. In addition, the Contractor shall ensure that all work and products are in compliance with applicable certifications/codes/ standards and contract clauses.

Standards include:

· American Society for Testing and Materials (ASTM) B 209 Aluminum and Aluminum-Alloy Sheet and Plate.
· ANSI/DASMA 108 - American National Standards Institute Standard Method For Testing Sectional Garage Doors And Rolling Doors: Determination Of Structural Performance Under Uniform Static Air

Pressure Difference.
· ANSI/DASMA 203 - American National Standards Institute Specifications for non-rated fire rolling doors published by Door & Access Systems Manufacturers Association International.
· ASTM A 229 - Steel wire, oil-tempered for mechanical springs.
· ASTM E 330 - Structural performance of exterior windows, curtain walls, and doors by uniform static air pressure difference.
· ASTM E 413 - Classification for Rating Sound Insulation
· ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Element.
· ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
· UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems Current Edition, Including All Revisions.

4.3 Submittals

a. Project Plan: Draft Project Plan at the Post Award Conference for Government review and comment (submit at least one business day before Conference), and a Final Project Plan to the Technical Point of Contact (TPOC) not later than five business days after the Post Award Conference.

b. Material/Product Data: Manufacturer, product name, specifications, technical literature, manufacturer's warranty, technical data sheets (TDS), preparation instructions, storage and handling requirements and installation methods, etc. (Prior to Ordering)

c. Shop Drawings: Provide drawings indicating guide details, head and jamb conditions, anchorage, accessories, finish colors, patterns and textures, operator mounts and other related information.

d. Certifications: Submit manufacturer's certificate that products meet or exceed specified requirements and installer qualifications.

e. Contractor's 5-year warranty for installation.

4.4 Quality Assurance

a. Installer Qualifications: Contractor shall be an authorized installer of door manufacturer who has demonstrated experience on projects of similar size and complexity.

b. Manufacturer Qualifications: Company with a minimum of five-year experience in producing the specified type of doors.

4.5 Delivery, Storage and Handling

a. Delivery: Deliver materials/products to site in an undamaged condition and per contract requirements. Products shall be delivered to the jobsite in Manufacturer's original, unopened and undamaged packaging bearing Manufacturer's original labels. Package labels must be clearly visible on pallets.

b. Products to be stored in manufacturer's unopened packaging until ready for installation.

4.6 Warranty

Provide system material and workmanship warranties meeting specified requirements.

Rollup door and motor will have a one (1) year warranty against defects in material and workmanship.

4.7 Cleaning

The Contractor shall remove all waste material/products and other debris from the work site and dispose of everything in accordance with all federal, state and local requirements/laws/ guidelines. The work site must be left clean before acceptance of work is to be provided.

5.0 OTHER APPLICABLE CONDITIONS

5.1 Temporary Cease Work

During the contract period, there may be a time where extreme weather conditions warrant a cease work. The Contracting Officer is the only person who can direct the Contractor to cease work. The Contractor will be given a 48-hour notice to temporarily cease all work by the Contracting Officer. This notice can be via telephone call or electronic mail (email). The telephone call or email shall have a verbal or written response from the Contractor within 24 hours of the proposed cease work.

5.2 Security

Security must be maintained 24/7. The Contractor will be required to sign in each morning at the front reception area and sign out each evening.

5.3 Period of Performance

The period of performance is 180 days from the date of award.

5.4 Hours of Operation

All work is to be done during the hours of 8:00am – 4:00pm, unless otherwise determined and agreed upon by the TPOC and Contractor. The Contractor agrees to observe all Federal Holidays, and any other day off work designated by Federal Statute, Executive Order, or Presidential Proclamation: New Year's Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas, Memorial Day, Presidents Day, Independence Day, Juneteenth Day & Martin Luther King Day.

5.5 Site Visit

All offerors are welcome to conduct a site visit to familiarize themselves with all site conditions and requirements (e.g., measurements/dimensions, site conditions, roof details) before submitting their proposal. Site visit scheduling shall be done with the following POC(s):

Keith Komar

Email: keith.komar@noaa.gov
Tel: 808-808-245-2420

Dwight Low
Email: dwight.low@noaa.gov
Tel: 808-725-6087

5.6 Post Award Conference

The Contractor shall attend a Post Award Conference no later than 10 business days after the date of award. The purpose of this conference, which will be chaired by a TPOC, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be held either via video-teleconference (e.g., Google Meet).

5.6.1 Project Plan/Schedule

The Contractor shall provide a draft Project Plan/Schedule at least one business day prior to the Post Award Conference for Government review and comment. The Project Plan/Schedule shall include all necessary logs (e.g., activity). The Contractor shall provide a final Project Plan/Schedule to the TPOC no later than 10 business days after the Post Award Conference. The Contractor shall develop a Project Plan/Schedule that does not impede facility access nor compromise the security, safety and operations of the facility/staff at the DCO Lihue.

5.8 Contractor Furnished Property

The Contractor shall furnish all materials, equipment and services necessary to fulfill the requirements of this contract.

6.0 PRODUCTS

6.1 10' x 14' Rollup Door

The rollup door shall be a Raynor DuraCoil Coastal Package rolling service door or equivalent with the following specifications:

- Provide door designed for electric motor operation.
- Designed and installed to provide a clear opening of 10' wide by 14' high; mountable on the interior side of a 8" thick reinforced concrete/CMU wall.
- Structural Performance Requirements - Wind Loads: Uniform pressure of: 30 psf
- Door material: Aluminum in accordance with ASTM B-209, alloy 5005, temper H34.
- Aluminum Curtain and Bottom Bar
- Vinyl Guide Seal
- Galvanized Guides & Headplates
- Drive & Charge Side Headplate Covers
- Stainless Steel Hardware for the Bottom Bar, Endlocks/Windlocks, Headplates, Guides
- Powder Coated RAL A215 Endlocks/Windlocks, Headplates, Guides and Hood

- UHMW Tape in the Guides
- Endlock Spacers
- Door shall have a galvanized finish

6.2 Rollup Door Motor

The rollup door motor shall be a Liftmaster Model N7GH5023 or equivalent with the following specifications:

- ½ HP Industrial Duty Gear drive with NEMA 7 bomb proofing installed
- Enclosure must meet NEMA 7 (Class I, Groups C and D) and NEMA 9 (Class II, Groups E, F, and G) hazardous location guidelines
- Voltage/Phase: 230V, 3-Phase, 60 Hz
- Regulatory Compliance: Must be UL 325 Listed.
- Drive Reduction: Primary heavy-duty 5L V-belt, followed by a 45:1 (first stage) gear-in-oil bath
- Hoist: Floor-level chain hoist with an electrical interlock for emergency manual operation
- Door Speed: Approximately 8 to 9 inches per second
- Bearings/Bushing: Industrial ball bearings on a 1-inch output shaft
- Brake: Heavy-duty solenoid brake included as standard
- Construction: Heavy-duty 11-gauge steel frame with durable black powder coat finish and NEMA 1 electrical enclosure.
- Rated Duty Cycle: 25 cycles per hour; capable of exceeding 90 cycles per day.
- Maximum Door Size: Accommodates doors up to 34 feet high and 32 feet wide (max 1088sq. ft.)
- Emergency Manual Operation: Integrated floor-level chain hoist mechanism equipped with an electrical interlock. Engaging the chain hoist must automatically cut electrical control circuit power to ensure operator safety during manual operation.
- Braking System: Heavy-duty electromechanical solenoid brake standard, capable of stopping and holding the door securely at any point of travel.
- Limit Switches: Fully adjustable, linear-driven limit mechanisms. The design must allow the motor to be removed or serviced without disturbing or resetting the mechanical limit adjustments.
- Drive Components: Furnish with high-strength #80 drive chain and an appropriately sized 80B60 drive sprocket (1-3/4” diameter with 3/8" keyway) to match the 5 HP torque requirements.
- Entrapment Protection: The system must include primary monitored entrapment protection. Accessories ordered for this deployment must carry equivalent hazardous-location environmental ratings (e.g., NEMA 4X or NEMA 7/9 compliant photo-eyes or pneumatic edges).
- Control Station: Furnish with a standard 3-button station (Open/Close/Stop). If the control station is to be physically mounted inside the hazardous zone, it must be specified as a NEMA 7/9 explosion-proof rated station.
- Compatibility Verification: Vendor must verify that the replacement E-Box or complete assembly is fully compatible with existing or newly specified LiftMaster GH Series Commercial Door Operators.
- Quality Assurance: All equipment must be shipped factory-assembled, tested, and complete with all necessary mounting hardware, chain spreaders, and installation manuals.

7.0 EXECUTION

7.1 Removal of Existing Rollup Door and Motor

a. The contractor will remove the existing SOUTH-EAST rollup door and motor (see Figures 2-3).

b. The contractor will dispose of the old door, motor and associated parts.

7.2 Installation

a. The contractor will install door, guides and operating equipment complete with all necessary accessories and hardware according to shop drawings and manufacturer's instructions.

b. Installation will not begin until substrates have been properly prepared. Verify that site conditions are acceptable for installation of doors, operators, controls, and accessories. Ensure that openings are square, flush, and plumb.

c. Lubricate bearings and sliding parts and adjust doors for proper operation, balance, clearance and similar requirements.

8.0 CONTACT LIST

To be advised at award

END OF STATEMENT OF WORK

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-7	System for Award Management-Registration. (NOV 2024) (Deviation JAN 2026)
52.204-13	System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation JAN 2026)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation JAN 2026)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation JAN 2026)
52.222-41	Service Contract Labor Standards. (AUG 2018)
52.222-50	Combating Trafficking in Persons. (OCT 2025) (Deviation JAN 2026)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2024)
52.225-1	Buy American-Supplies (OCT 2022) (Deviation JAN 2026)
52.225-2	Buy American Certificate. (OCT 2022)
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3	Protest after Award. (AUG 1996) (Deviation JAN 2026)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation JAN 2026)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation JAN 2026)
52.240-91	Security Prohibitions and Exclusions. (Deviation JAN 2026)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)

Clause Number	Clause Title
52.247-34	F.o.b. Destination. (JAN 1991)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

Addendum to RFO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (Deviation Jan 2026)

Addendum to RFO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (Deviation Jan 2026)

NOTICE TO QUOTERS: Instructions for submitting quotations under this request for quote must be followed. Failure to provide all information to aid in the evaluation may be considered non-responsive. Quotes that are non-responsive may be excluded from further evaluation and rejected without further notification to the quoter.

1. Email quotes are required and can be sent to katy.reano@noaa.gov. Submit PDF or Microsoft Word format quotations to the office specified in this solicitation at or before the time specified in the solicitation.
2. Quoters shall have an active registration in the System for Award Management (https://sam.gov/content/home) in order to provide a quote and be eligible for award.
3. Quotes shall include:
* Signed copies of the SF 18 and SF 30(s) to acknowledge the solicitation and any applicable amendments
* Quoter's UEID/CAGE CODE
* Responses to each item listed below. Quoters should assume that the Government has no prior knowledge of them or their experience and capability.

1. Technical Approach.

Provide details describing the Quoter’s overall technical approach to convey the Quoter’s understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. A detailed technical approach write-up describing how the Quoter will perform this service is required to be submitted regardless of whether a site visit was made or not. The technical approach write-up must not be a reiteration of the Statement of Work, but how Quoter’s company plans on performing the tasks listed in the attached Statement of Work (i.e., performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.).

The Quoter’s past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management, and customer satisfaction.

2. Experience.

Provide details describing the Quoter's background and past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, length of time to
complete, cost management, communications between contracting parties, project management, and customer satisfaction.

Quoter must provide the following:
1). Authorized Installer status: Written documentation of quoter's certification as an authorized installer of rollup door manufacturer with demonstrated experience on projects of similar size and complexity.
2). Manufacturer Qualifications: Documentation showing manufacturer company has a minimum of five-years experience in producing the specified type of rollup doors.

3. Price.
The quoted prices will be evaluated but not scored. The Government will evaluate the price quote for completeness and reasonableness in relation to the requirements as described in the Statement of Work.

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

The Department of Commerce will utilize the FedConnect® web portal in administering this award. The contractor must be registered in FedConnect® and have access to the FedConnect® website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect®.

RFO 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation JAN 2026)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

RFO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation JAN 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

RFO 52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation JAN 2026)

RFO 52.212-2 Evaluation- Commercial Products and Commercial Services (Nov 2021) (Deviation Jan 2026)

Quotes will be evaluated based on the factors set forth in paragraph (a) using Tradeoff procedures.

(a) Evaluation factors. The Government will award a single order resulting from this RFQ to the responsible Quoter whose quote conforming to the RFQ will be most advantageous to the Government, price and non-price factors considered. The non-price factors are of equal importance, and when combined, are more important than price. The evaluation criteria for each of the factors are as follows:

1. Technical Approach. The Quoter's overall technical approach will be evaluated to assess the Government's level of confidence in the Quoter's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work.

2. Experience. The Quoter's background, experience, and qualifications (relevant past projects performing similar services, certifications related to current requirement, etc.) will be assessed to determine the likelihood that the Quoter can successfully perform the contract requirements.

3. Price. The quoted prices will be evaluated but not scored. The Government will evaluate the price quote for completeness and reasonableness in relation to the RFQ requirements.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

RFO 52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation JAN 2026)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g*., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for

payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work

performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

RFO 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not A Wage Determination

Employee class		Monetary wage - Fringe benefits	
GS-9	Facilities Maintenance and Repair Specialist	$29.67/hour	30%

(End of clause)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors ((DEVIATION April 2026))

(a) *Definitions*. As used in this clause-

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g*., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

RFO 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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/these address(es): https://www.acquisition.gov/browse/index/far

(End of provision)

RFO 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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/these address(es): https://www.acquisition.gov/browse/index/far

(End of clause)

RFO 52.252-5 Authorized Deviations in Provisions. (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR chapter 48 CFR 1352) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

RFO 52.252-6 Authorized Deviations in Clauses. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR 1352) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to katy.reano@noaa.gov by email. **Questions should be received no later than1 PM HT (Hawaii Time) on 7/02/2026.** Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
Katy Reano
Contracting Officer
NOAA National Weather Service
1845 Wasp Blvd, Bldg. 176
Honolulu, HI 96818

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:
Bradley Willis
Field Delegate Program Manager
601 East 12th Street, Bldg. FED
Kansas City, MO 64106-2877

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

CAR 1352.233-71 GAO and Court of Federal Claims protests. (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

CAR 1352.246-70 Place of acceptance. (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:

Data Collection Office Lihue
3260 Kailani St.
Lihue Hawaii 96766.

(End of clause)

NOAA Acquisition Manual 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)

In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

(a) Definitions.

Contractor Employees - The term “contractor employees,” as used in this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

Sexual Assault - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are known or related by blood or marriage to the victim.

Sexual Harassment - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

● Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;

● Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;

● The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The main characteristics of sexual harassment are that the harasser's conduct is targeted against the recipient’s sex, gender identity, or sexual orientation, and is unwelcome to the recipient. It may include, but is not limited to: offensive jokes, slurs, epithets or name calling, undue attention, physical assaults or threats, unwelcome touching or contact, intimidation, ridicule or mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

(b) Requirements.

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.

2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.

3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the COR, subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or

other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations.

4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.

5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).

6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within 30 business days (30 unless a different number is inserted) of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or contracting officer (if no COR assigned) within 10 business days of completion.

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.

7. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

8. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.

9. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.

10. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.

11. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

(c) Sexual Assault/Sexual Harassment (SASH) Helpline.

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee.

All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

● Phone: 1-866-288-6558

● Website & Online Chat: https://www.noaasashhelpline.org/

● Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)

● Text: (202) 335-0265

(d) Confidentiality.

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. “Confidentiality” means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

(e) Remedies.

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations) applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

1. Requiring the contractor to remove a contractor employee or employees from the performance of the contract;

2. Requiring the contractor to terminate a subcontract;

3. Suspension of contract payments until the Contractor has taken appropriate remedial action;

4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2023)

The Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is https://www.ipp.gov.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)).

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: none.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

(a) A contractor employee shall be identified both by the individual's name and the contractor's name when:

● Included in NOAA's locator, and

● When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

(b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.

(c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS - NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

(a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore,

in the best interest of the Government to afford both parties an understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.

2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

(c) The services to be performed under this contract do not require the contractor or the contractor's personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.

(d) Rules, regulations, directives, and requirements that are issued by the Department of Commerce and NOAA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation and facilities, who are provided access to Government systems, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Both parties are responsible for monitoring contract activities for indications of improper employee-employer relationships during performance. In the event a situation or occurrence takes place inconsistent with this contract language, the following applies:

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.

2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited, to the following events:

i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;

ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off- site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the Office of Personnel Management at opm.gov, the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract.

(d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the contracting officer may—

1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;

2. Forego the work; or

3. Reschedule the work by mutual agreement of the parties.

(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure

in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance.

Once OMB guidance is given, CORs, in consultation with the contracting officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel.

Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize Government resources in a manner that would incur any additional obligation of funding on behalf of the Government during the lapse in appropriation.

3. Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted [ ] hours/days (contracting officer insert number of days. If blank, 72 hours applies) before access to the NOAA facility is needed.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.243-70 REQUESTS FOR EQUITABLE ADJUSTMENT (OCT 2017)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

_____

(Official's Name)

_____

(Title)

(c) The certification in paragraph (b) of this solicitation and contract language requires full disclosure of all relevant facts, including:

1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

2. Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this solicitation and contract language does not apply to:

1. Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

2. Final adjustments under an incentive provision of the contract.

(End of solicitation and contract language)

Section X - List of Attachments

Attachment Number	Title

WD 2015-5691 Revision No. 27 Wage Determinations

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-5691
Daniel W. Simms Division of | Revision No.: 27
Director Wage Determinations | Date Of Last Revision: 5/13/2026
_____|_____

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on
Wage Determination 2000-0085

State: Hawaii

Area: Hawaii Counties of Hawaii and Kauai

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.65
01012 - Accounting Clerk II		20.94
01013 - Accounting Clerk III		23.42
01020 - Administrative Assistant		36.81
01035 - Court Reporter		21.73
01041 - Customer Service Representative I		16.18
01042 - Customer Service Representative II		17.66
01043 - Customer Service Representative III		19.82

01051 - Data Entry Operator I	21.76
01052 - Data Entry Operator II	23.74
01060 - Dispatcher, Motor Vehicle	24.53
01070 - Document Preparation Clerk	17.31
01090 - Duplicating Machine Operator	17.31
01111 - General Clerk I	16.24
01112 - General Clerk II	17.72
01113 - General Clerk III	19.89
01120 - Housing Referral Assistant	24.22
01141 - Messenger Courier	18.44
01191 - Order Clerk I	19.35
01192 - Order Clerk II	21.11
01261 - Personnel Assistant (Employment) I	18.79
01262 - Personnel Assistant (Employment) II	21.02
01263 - Personnel Assistant (Employment) III	23.44
01270 - Production Control Clerk	26.78
01290 - Rental Clerk	18.90
01300 - Scheduler, Maintenance	19.43
01311 - Secretary I	19.43
01312 - Secretary II	21.73
01313 - Secretary III	24.22
01320 - Service Order Dispatcher	21.93
01410 - Supply Technician	36.81
01420 - Survey Worker	21.73
01460 - Switchboard Operator/Receptionist	19.80
01531 - Travel Clerk I	17.31
01532 - Travel Clerk II	19.43
01533 - Travel Clerk III	21.73
01611 - Word Processor I	17.31
01612 - Word Processor II	19.43
01613 - Word Processor III	21.73

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.23
05010 - Automotive Electrician	23.44
05040 - Automotive Glass Installer	22.00
05070 - Automotive Worker	22.00
05110 - Mobile Equipment Servicer	18.99
05130 - Motor Equipment Metal Mechanic	24.96
05160 - Motor Equipment Metal Worker	22.00
05190 - Motor Vehicle Mechanic	25.65
05220 - Motor Vehicle Mechanic Helper	17.39
05250 - Motor Vehicle Upholstery Worker	20.80
05280 - Motor Vehicle Wrecker	22.00
05310 - Painter, Automotive	23.44
05340 - Radiator Repair Specialist	22.00

05370 - Tire Repairer 19.51
05400 - Transmission Repair Specialist 24.96

07000 - Food Preparation And Service Occupations
07010 - Baker 18.62
07041 - Cook I 24.11
07042 - Cook II 28.10
07070 - Dishwasher 17.79
07130 - Food Service Worker 18.30
07210 - Meat Cutter 23.08
07260 - Waiter/Waitress 21.27

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 33.12
09040 - Furniture Handler 20.09
09080 - Furniture Refinisher 33.12
09090 - Furniture Refinisher Helper 24.33
09110 - Furniture Repairer, Minor 28.84
09130 - Upholsterer 33.12

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 17.71
11060 - Elevator Operator 20.73
11090 - Gardener 28.79
11122 - Housekeeping Aide 20.73
11150 - Janitor 20.73
11210 - Laborer, Grounds Maintenance 21.76
11240 - Maid or Houseman 23.09
11260 - Pruner 19.47
11270 - Tractor Operator 26.35
11330 - Trail Maintenance Worker 21.76
11360 - Window Cleaner 23.17

12000 - Health Occupations
12010 - Ambulance Driver 28.51
12011 - Breath Alcohol Technician 27.49
12012 - Certified Occupational Therapist Assistant 37.72
12015 - Certified Physical Therapist Assistant 37.72
12020 - Dental Assistant 22.67
12025 - Dental Hygienist 48.04
12030 - EKG Technician 41.65
12035 - Electroneurodiagnostic Technologist 41.65
12040 - Emergency Medical Technician 28.51

12071 - Licensed Practical Nurse I 24.58
12072 - Licensed Practical Nurse II 27.49
12073 - Licensed Practical Nurse III 30.64
12100 - Medical Assistant 23.98
12130 - Medical Laboratory Technician 32.89
12160 - Medical Record Clerk 22.00
12190 - Medical Record Technician 24.61
12195 - Medical Transcriptionist 24.58
12210 - Nuclear Medicine Technologist 60.41
12221 - Nursing Assistant I 15.62
12222 - Nursing Assistant II 17.58
12223 - Nursing Assistant III 19.18
12224 - Nursing Assistant IV 21.53
12235 - Optical Dispenser 27.49
12236 - Optical Technician 24.58
12250 - Pharmacy Technician 21.99
12280 - Phlebotomist 22.98
12305 - Radiologic Technologist 46.06
12311 - Registered Nurse I 33.23
12312 - Registered Nurse II 40.64
12313 - Registered Nurse II, Specialist 40.64
12314 - Registered Nurse III 49.18
12315 - Registered Nurse III, Anesthetist 49.18
12316 - Registered Nurse IV 58.96
12317 - Scheduler (Drug and Alcohol Testing) 34.05
12320 - Substance Abuse Treatment Counselor 27.61

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 23.38
13012 - Exhibits Specialist II 28.95
13013 - Exhibits Specialist III 35.41
13041 - Illustrator I 23.38
13042 - Illustrator II 28.95
13043 - Illustrator III 35.41
13047 - Librarian 32.07
13050 - Library Aide/Clerk 17.60
13054 - Library Information Technology Systems Administrator 26.53
13058 - Library Technician 22.72
13061 - Media Specialist I 20.89
13062 - Media Specialist II 23.38
13063 - Media Specialist III 26.05
13071 - Photographer I 19.89
13072 - Photographer II 22.25
13073 - Photographer III 27.56
13074 - Photographer IV 33.71

13075 - Photographer V 40.78
13090 - Technical Order Library Clerk 21.33
13110 - Video Teleconference Technician 27.02

14000 - Information Technology Occupations
14041 - Computer Operator I 22.14
14042 - Computer Operator II 24.77
14043 - Computer Operator III 27.62
14044 - Computer Operator IV 30.69
14045 - Computer Operator V 33.99
14071 - Computer Programmer I (see 1)
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 22.14
14160 - Personal Computer Support Technician 30.69
14170 - System Support Specialist 35.26

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 33.45
15020 - Aircrew Training Devices Instructor (Rated) 40.47
15030 - Air Crew Training Devices Instructor (Pilot) 48.52
15050 - Computer Based Training Specialist / Instructor 33.45
15060 - Educational Technologist 36.26
15070 - Flight Instructor (Pilot) 48.52
15080 - Graphic Artist 27.80
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 48.52
15086 - Maintenance Test Pilot, Rotary Wing 48.52
15088 - Non-Maintenance Test/Co-Pilot 48.52
15090 - Technical Instructor 24.43
15095 - Technical Instructor/Course Developer 29.89
15110 - Test Proctor 22.74
15120 - Tutor 22.74

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 16.12
16030 - Counter Attendant 16.12
16040 - Dry Cleaner 18.94

16070 - Finisher, Flatwork, Machine 16.12
16090 - Presser, Hand 16.12
16110 - Presser, Machine, Drycleaning 16.12
16130 - Presser, Machine, Shirts 16.12
16160 - Presser, Machine, Wearing Apparel, Laundry 16.12
16190 - Sewing Machine Operator 20.16
16220 - Tailor 21.23
16250 - Washer, Machine 16.89

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 33.24
19040 - Tool And Die Maker 41.80

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 30.52
21030 - Material Coordinator 26.78
21040 - Material Expediter 26.78
21050 - Material Handling Laborer 20.13
21071 - Order Filler 18.82
21080 - Production Line Worker (Food Processing) 30.52
21110 - Shipping Packer 21.70
21130 - Shipping/Receiving Clerk 21.70
21140 - Store Worker I 17.46
21150 - Stock Clerk 24.56
21210 - Tools And Parts Attendant 30.52
21410 - Warehouse Specialist 30.52

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 42.53
23019 - Aircraft Logs and Records Technician 32.69
23021 - Aircraft Mechanic I 39.98
23022 - Aircraft Mechanic II 42.53
23023 - Aircraft Mechanic III 45.03
23040 - Aircraft Mechanic Helper 27.58
23050 - Aircraft, Painter 37.55
23060 - Aircraft Servicer 32.69
23070 - Aircraft Survival Flight Equipment
Technician 37.55
23080 - Aircraft Worker 35.12
23091 - Aircrew Life Support Equipment (ALSE)
Mechanic I 35.12
23092 - Aircrew Life Support Equipment (ALSE)
Mechanic II 39.98
23110 - Appliance Mechanic 33.24

23120 - Bicycle Repairer 26.68
23125 - Cable Splicer 35.40
23130 - Carpenter, Maintenance 37.26
23140 - Carpet Layer 31.10
23160 - Electrician, Maintenance 40.03
23181 - Electronics Technician Maintenance I 31.10
23182 - Electronics Technician Maintenance II 33.24
23183 - Electronics Technician Maintenance III 35.40
23260 - Fabric Worker 28.94
23290 - Fire Alarm System Mechanic 35.40
23310 - Fire Extinguisher Repairer 26.68
23311 - Fuel Distribution System Mechanic 38.24
23312 - Fuel Distribution System Operator 28.82
23370 - General Maintenance Worker 27.88
23380 - Ground Support Equipment Mechanic 39.98
23381 - Ground Support Equipment Servicer 32.69
23382 - Ground Support Equipment Worker 35.12
23391 - Gunsmith I 26.68
23392 - Gunsmith II 31.10
23393 - Gunsmith III 35.40
23410 - Heating, Ventilation And Air-Conditioning Mechanic 34.17
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 36.34
23430 - Heavy Equipment Mechanic 37.10
23440 - Heavy Equipment Operator 36.58
23460 - Instrument Mechanic 35.40
23465 - Laboratory/Shelter Mechanic 33.24
23470 - Laborer 20.13
23510 - Locksmith 33.24
23530 - Machinery Maintenance Mechanic 35.21
23550 - Machinist, Maintenance 35.40
23580 - Maintenance Trades Helper 25.79
23591 - Metrology Technician I 35.40
23592 - Metrology Technician II 37.65
23593 - Metrology Technician III 39.87
23640 - Millwright 35.40
23710 - Office Appliance Repairer 33.24
23760 - Painter, Maintenance 31.66
23790 - Pipefitter, Maintenance 41.04
23810 - Plumber, Maintenance 38.54
23820 - Pneudraulic Systems Mechanic 35.40
23850 - Rigger 35.40
23870 - Scale Mechanic 31.10
23890 - Sheet-Metal Worker, Maintenance 41.67
23910 - Small Engine Mechanic 27.17
23931 - Telecommunications Mechanic I 38.75

23932 - Telecommunications Mechanic II 41.22
23950 - Telephone Lineman 41.62
23960 - Welder, Combination, Maintenance 33.83
23965 - Well Driller 35.40
23970 - Woodcraft Worker 35.40
23980 - Woodworker 26.68

24000 - Personal Needs Occupations
24550 - Case Manager 20.07
24570 - Child Care Attendant 17.02
24580 - Child Care Center Clerk 21.58
24610 - Chore Aide 18.07
24620 - Family Readiness And Support Services Coordinator 20.07
24630 - Homemaker 20.11

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 33.31
25040 - Sewage Plant Operator 30.97
25070 - Stationary Engineer 33.31
25190 - Ventilation Equipment Tender 22.97
25210 - Water Treatment Plant Operator 30.97

27000 - Protective Service Occupations
27004 - Alarm Monitor 25.41
27007 - Baggage Inspector 20.61
27008 - Corrections Officer 31.85
27010 - Court Security Officer 32.04
27030 - Detection Dog Handler 23.06
27040 - Detention Officer 31.85
27070 - Firefighter 33.18
27101 - Guard I 20.61
27102 - Guard II 23.06
27131 - Police Officer I 37.43
27132 - Police Officer II 41.59

28000 - Recreation Occupations
28041 - Carnival Equipment Operator 25.78
28042 - Carnival Equipment Repairer 28.17
28043 - Carnival Worker 19.04
28210 - Gate Attendant/Gate Tender 24.20
28310 - Lifeguard 27.24
28350 - Park Attendant (Aide) 27.06

28510 - Recreation Aide/Health Facility Attendant 19.76
28515 - Recreation Specialist 33.53
28630 - Sports Official 21.56
28690 - Swimming Pool Operator 32.84

29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
29020 - Hatch Tender
29030 - Line Handler
29041 - Stevedore I
29042 - Stevedore II

30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center
(HFO) (see 2) 48.10
30011 - Air Traffic Control Specialist, Station
(HFO) (see 2) 33.17
30012 - Air Traffic Control Specialist, Terminal
(HFO) (see 2) 36.53
30021 - Archeological Technician I 18.98
30022 - Archeological Technician II 21.23
30023 - Archeological Technician III 26.31
30030 - Cartographic Technician 26.31
30040 - Civil Engineering Technician 26.31
30051 - Cryogenic Technician I 29.13
30052 - Cryogenic Technician II 32.17
30061 - Drafter/CAD Operator I 18.98
30062 - Drafter/CAD Operator II 21.23
30063 - Drafter/CAD Operator III 23.67
30064 - Drafter/CAD Operator IV 29.13
30081 - Engineering Technician I 18.59
30082 - Engineering Technician II 20.88
30083 - Engineering Technician III 23.87
30084 - Engineering Technician IV 29.74
30085 - Engineering Technician V 35.86
30086 - Engineering Technician VI 43.35
30090 - Environmental Technician 27.16
30095 - Evidence Control Specialist 26.31
30210 - Laboratory Technician 23.67
30221 - Latent Fingerprint Technician I 29.13
30222 - Latent Fingerprint Technician II 32.17
30240 - Mathematical Technician 26.31
30361 - Paralegal/Legal Assistant I 21.63
30362 - Paralegal/Legal Assistant II 26.80
30363 - Paralegal/Legal Assistant III 32.78

30364 - Paralegal/Legal Assistant IV 39.66
30375 - Petroleum Supply Specialist 32.17
30390 - Photo-Optics Technician 26.31
30395 - Radiation Control Technician 32.17
30461 - Technical Writer I 26.31
30462 - Technical Writer II 32.17
30463 - Technical Writer III 38.92
30491 - Unexploded Ordnance (UXO) Technician I 30.57
30492 - Unexploded Ordnance (UXO) Technician II 36.99
30493 - Unexploded Ordnance (UXO) Technician III 44.33
30494 - Unexploded (UXO) Safety Escort 30.57
30495 - Unexploded (UXO) Sweep Personnel 30.57
30501 - Weather Forecaster I 29.13
30502 - Weather Forecaster II 35.43
30620 - Weather Observer, Combined Upper Air Or
Surface Programs (see 2) 23.67
30621 - Weather Observer, Senior (see 2) 26.31

31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 36.99
31020 - Bus Aide 18.17
31030 - Bus Driver 26.08
31043 - Driver Courier 19.81
31260 - Parking and Lot Attendant 15.46
31290 - Shuttle Bus Driver 18.53
31310 - Taxi Driver 15.02
31361 - Truckdriver, Light 21.64
31362 - Truckdriver, Medium 23.48
31363 - Truckdriver, Heavy 28.92
31364 - Truckdriver, Tractor-Trailer 28.92

99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 18.03
99030 - Cashier 17.25
99050 - Desk Clerk 25.16
99095 - Embalmer 30.57
99130 - Flight Follower 30.57
99251 - Laboratory Animal Caretaker I 18.73
99252 - Laboratory Animal Caretaker II 21.38
99260 - Marketing Analyst 33.15
99310 - Mortician 30.57
99410 - Pest Controller 23.07
99510 - Photofinishing Worker 16.06
99710 - Recycling Laborer 29.99
99711 - Recycling Specialist 36.32

99730 - Refuse Collector	26.84
99810 - Sales Clerk	17.67
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	34.96
99831 - Surveying Aide	19.11
99832 - Surveying Technician	26.20
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): $2.42 per hour, up to 40 hours per week, or $96.80 per week, or $419.47 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $5.55 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii) EO 13706: $1.96 per hour up to 40 hours per week, or $78.40 per week, or

$339.73 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $5.09 per hour, up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or
successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this
wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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))."""