SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER | PAGE 1 OF 27

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1333MF26Q0040	06/29/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	SANDRA THIBODEAU		07/13/2026 0900 ED

9. ISSUED BY CODE NMFS-FD

NMFS Field Delegates
601 EAST 12TH STREET SUITE 1746
KANSAS CITY MO 64106

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562112

SIZE STANDARD: $47

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

Multiple Destinations

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Delivery: 60 Days After Award MILFORD, CT location: The Contractor shall provide all labor, field chemists, supervision, materials, equipment, Department of Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		KELLY A. PACHECO-TARANTO	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Transportation (DOT) approved containers, packing media, transportation, certifications, and quality control necessary for the comprehensive on-site characterization/profiling, inventorying, lab-packing, packaging, labeling, manifesting, transportation, and final disposal of hazardous, non-hazardous, bio-hazardous (including animal tissue and sharps containers), universal waste, and used oil generated at the National Marine Fisheries Service (NMFS) Milford Laboratory located at 212 Rogers Avenue, Milford, CT 06460. Product/Service Code: F999 Delivery Location Code: FM702273 OMI (MILFORD) /F/NECX22 NOAA/NMFS 212 ROGERS AVENUE MILFORD CT 06460 USA				
0002	SANDY HOOK, NJ location: The Contractor shall provide all labor, field chemists, supervision, materials, equipment, Department of Transportation (DOT) approved containers, packing media, transportation, certifications, and quality control necessary for the comprehensive site assessment, waste characterization, inventorying, lab-packing, packaging, labeling, marking, manifesting, transportation, and final disposal of Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)* 42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	hazardous, non-hazardous, and universal waste from the JJ Howard Marine Sciences Laboratory located at 78 Magruder Rd, Highlands, NJ 07732. Product/Service Code: F999 Delivery Location Code: FM710073 NOAA/NMFS/NEFSC J. J. HOWARD MARIN SCIEN LAB 78 MAGRUDER ROAD HIGHLANDS NJ 07732 USA Award Determination Basis: The Government will award a single, Firm-Fixed-Price purchase order to the responsible small business quoter whose quote conforms to all solicitation requirements, meets the core technical requirements of the Statement of Work, and represents the lowest evaluated overall price. Technical Acceptability Criteria: Quotes will be evaluated on a LPTA basis. To be determined technically acceptable, the quoter must: Provide an active SAM.gov UEI demonstrating registration under NAICS 562112 or 562211. Submit an explicit statement confirming capability to execute all hazard categorization field testing (Haz-Cat), lab-packing, manifest processing, and final TSDF removal within the required 60-day performance timeline. Provide brief confirmation of current insurance compliance meeting baseline hazardous waste transport standards.				

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Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	MILFORD, CT location: The Contractor shall provide all labor, field chemists, supervision, materials, equipment, Department of Transportation (DOT) approved containers, packing media, transportation, certifications, and quality control necessary for the comprehensive on-site characterization/profiling, inventorying, lab-packing, packaging, labeling, manifesting, transportation, and final disposal of hazardous, non-hazardous, bio-hazardous (including animal tissue and sharps containers), universal waste, and used oil generated at the National Marine Fisheries Service (NMFS) Milford Laboratory located at 212 Rogers Avenue, Milford, CT 06460. Award Type: Firm-fixed-price Product/Service Code: F999				
0002	SANDY HOOK, NJ location: The Contractor shall provide all labor, field chemists, supervision, materials, equipment, Department of Transportation (DOT) approved containers, packing media, transportation, certifications, and quality control necessary for the comprehensive site assessment, waste characterization, inventorying, lab-packing, packaging, labeling, marking, manifesting, transportation, and final disposal of hazardous, non-hazardous, and universal waste from the JJ Howard Marine Sciences Laboratory located at 78 Magruder Rd, Highlands, NJ 07732. Award Type: Firm-fixed-price Product/Service Code: F999 Award Determination Basis: The Government will award a single, Firm-Fixed-Price purchase order to the responsible small business quoter whose quote conforms to all solicitation requirements, meets the core technical requirements of the Statement of Work, and represents the lowest evaluated overall price.				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Technical Acceptability Criteria: Quotes will be evaluated on a LPTA basis. To be determined technically acceptable, the quoter must: Provide an active SAM.gov UEI demonstrating registration under NAICS 562112 or 562211. Submit an explicit statement confirming capability to execute all hazard categorization field testing (Haz-Cat), lab-packing, manifest processing, and final TSDF removal within the required 60-day performance timeline. Provide brief confirmation of current insurance compliance meeting baseline hazardous waste transport standards.				

Section III - Description/Specifications

SOW Statement of Work

1.0 Background

The National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), Northeast Fisheries Science Center (NEFSC) is the research arm of NOAA Fisheries in the northeastern United States. The Center plans, develops, and manages a multidisciplinary program of basic and applied research at four research laboratories in Massachusetts, Rhode Island, New Jersey, and Connecticut.

The purpose of this contract is to provide comprehensive technical assistance for waste characterization, inventorying, lab-packing, packaging, labeling, manifesting, transportation, and final disposal of hazardous, non-hazardous, bio-hazardous, universal waste, and used oil across two distinct NEFSC facility locations.

2.0 General Requirements & Scope

Non-Personal Services: The Contractor shall provide all materials, equipment, trained labor, supervision, transportation, permits, licenses, insurance, and quality control necessary to identify, inventory, lab-pack, package, label, mark, manifest, transport, and dispose of the chemical and universal wastes off-site to a Resource Conservation and Recovery Act (RCRA) permitted Treatment, Storage, and Disposal Facility (TSDF).

Regulatory Compliance: All work must strictly comply with the Resources Conservation and Recovery Act (RCRA), Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT) regulations (49 CFR Parts 107, 171–180, and 390–397), and applicable State regulations (New Jersey Department of Environmental Protection [NJDEP] and Connecticut Department of Energy and Environmental Protection [CTDEEP]).

Geographic Restrictions: Out-of-country shipments of any waste materials are strictly prohibited under this contract.

Government Property: No Government-Furnished Property, Materials, Equipment, or Services (GFP/M/E/S) will be provided. Government dumpsters shall not be utilized by the Contractor for project-related waste or trash.

3.0 Contract Line Items (CLINs)

CLIN 0001: Milford Laboratory (Milford, CT)

Place of Performance: NEFSC Milford Laboratory, 212 Rogers Avenue, Milford, CT 06460.

Period of Performance: All tasks, deliverables, and requirements must be fully completed no later than sixty (60) calendar days following the receipt of the contract notice to proceed.

Generator Status: Services shall be executed in strict accordance with the Milford Lab's very small quantity generator status.

Specific Tasks for CLIN 0001

Task 1: Pre-Disposal Coordination & Planning: Coordinate with the Milford Technical Point of Contact (TPOC) at least two weeks ahead of the scheduled disposal date. Review the inventory list of items on hand, perform a preliminary site visit to establish familiarity with the layout, and submit a formal disposal plan to the TPOC at least one week prior to execution.

Task 2: On-Site Waste Characterization & Packing: Provide a field chemist to assess, identify, and categorize any unknown chemical containers using standard process knowledge or authorized analytical methods (e.g., TCLP). Properly containerize, log, and lab-pack all designated wastes—including hazardous, non-hazardous, bio-hazardous, universal wastes, and used oil—into the largest feasible DOT-approved containers (e.g., 5, 15, and 30-gallon poly drums) using appropriate packing media.

Task 3: Transportation & Manifesting: Mobilize a licensed hazardous waste transporter and specialized vehicle (e.g., box truck with liftgate). Ensure all Uniform Hazardous Waste Manifests and Land Disposal Restrictions (LDR) notices are accurately completed and signed by the TPOC or an authorized designee prior to any waste exiting the facility gates.

Task 4: Final Disposal: Transport all collected waste streams directly to an authorized TSDF operating with a valid Part B permit. Wastes must be processed using approved treatment hierarchies, prioritizing recycling/recovery over chemical neutralization or thermal destruction.

CLIN 0002: JJ Howard Marine Sciences Laboratory (Highlands, NJ)

Place of Performance: JJ Howard Marine Sciences Laboratory at Sandy Hook, 78 Magruder Rd, Highlands, NJ 07732.

Period of Performance: All services and deliverables under this CLIN must be fully completed within forty-five (45) days of contract award.

Generator Status & Episodic Event: The facility is registered as a very small quantity generator (EPA ID #NJ6141700116). Based on current accumulation volumes, the facility will apply for an episodic waste event prior to final pickup. Crucial Compliance Clause: All waste under this CLIN must be completely off-site within sixty (60) days of the established episodic event start date to remain in full compliance with 40 CFR 262.232.

Specific Tasks for CLIN 0002

Task 1: Site Assessment & Waste Characterization: Complete a comprehensive walkthrough of all laboratory spaces and central waste accumulation areas alongside the designated TPOC. Conduct mandatory "Hazard Categorization" (Haz-Cat) field testing on any unidentified container profiles ("unknowns") to accurately determine proper RCRA waste codes and DOT shipping configurations.

Task 2: Lab-Packing & DOT Packaging: Provide all trained labor and supervision to handle, segregate, and lab-pack chemical materials. Furnish all required DOT specification containers (e.g., 1A2 steel, 1H1 plastic, or fiber drums) and vermiculite packing media. Perform small-volume reagent consolidation following strict chemical compatibility rules per 49 CFR 177.848, and accurately mark/label containers with generator details and active hazard classes.

Task 3: Documentation & Pre-Approval: Draft all necessary waste profiles, land disposal restriction (LDR) certificates, and non-hazardous shipping papers. Establish and submit finalized Waste Profile Sheets to the facility TPOC for approval before coordinating any physical waste loading. Prepare the Uniform Hazardous Waste Manifest (EPA Form 8700-22) inside the electronic e-Manifest framework.

Task 4: Transportation & Final Disposal: Coordinate precise pickup dates with the TPOC and mobilize an appropriately placarded, licensed hazardous waste vehicle driven by a DOT-certified operator. Safely load and haul the inventoried waste blocks to the approved RCRA-permitted TSDF for final disposition.

4.0 Special Work Requirements & Operational Constraints

Hours of Operation: Work across both facility locations shall be restricted to normal business hours: 8:00 AM to 4:30 PM, Monday through Friday. Operations are strictly prohibited on recognized U.S. Federal Holidays or during emergency facility closures.

Workplace Spacing and Occupancy: Both facilities will maintain full staff occupancy during

operations. The Contractor must conduct all material handling to minimize workspace disruptions and strictly avoid hindering daily scientific laboratory operations.

Site Control and Cleanliness: Contractors must clean and completely secure their respective staging areas at the close of each workday. The site must be left clear of loose project debris, trash, or unsealed pack boxes.

Accidental Release & Spills: Should any waste be accidentally released or spilled during the execution of contract duties, the Contractor assumes full operational and financial liability for immediate remediation. Cleanup actions must be performed to the total satisfaction of local environmental authorities, the Laboratory Directors, and the Environmental Safety and Occupational Health Manager (ESOHM).

Stop Work Authority: Government personnel—including the Contracting Officer's Representative (COR), facility TPOCs, and the ESOHM—maintain absolute authority to issue an immediate verbal "Stop Work Order" if any contractor actions are observed to present an imminent hazard to life, local health, or the surrounding environment.

5.0 Personnel Qualifications & Site Security

Training Certifications: All field technicians, field chemists, and transport operators assigned to the facility grounds must possess completed training matching federal safety criteria (including 29 CFR 1910.120 OSHA HAZWOPER, 40 CFR Parts 260–265, and 49 CFR Part 172 Subpart H). Copies of active certifications, permits, and commercial licenses must be turned in to the Government for review.

Citizenship & Identification Verification: All personnel and contracted laborers working under this mechanism must be U.S. citizens or maintain documented legal residency authorized for employment inside the United States. Workers must carry at least one valid form of U.S. Government-issued photo identification (e.g., driver's license or passport) to pass security check barriers.

National Agency Check (NACI): A formal NACI background clearance is not required for this contract, as a preset operational schedule ensures that government representatives will remain continuously present on-site during the execution of the work.

Site Prohibitions & Searches: All contractor personnel, personal equipment, toolboxes, and transport vehicles are subject to search by security officials upon entry or exit of the government installations. Smoking is strictly prohibited outside of specifically designated facility areas (prohibited entirely on Milford grounds). Weapons possession is completely banned.

6.0 Government Roles

Contracting Officer (CO): The CO is the sole official authorized to approve modifications that alter the financial values, operational scope, or fundamental terms of this contract.

Technical Point of Contact (TPOC) / COR: Designated individuals will oversee day-to-day contract progression, coordinate facility access schedules, and perform final inspections and acceptance of deliverables. These individuals do not possess the authority to change contract terms.

Deficiency Remediation: The Government will inspect all ongoing work. If performance deficiencies are documented, the Contractor must take corrective actions without relying on government instruction within twenty-four (24) hours of initial notice.

7.0 Contract Deliverables

All deliverables must be routed electronically to the assigned COR and facility TPOCs as delineated in the schedule below:

ID	Description	Due Date / Frequency	Recipient
1	Bid Submittals: Valid proof of general/environmental liability insurance , corporate hazardous transport licenses/permits , targeted TSDF EPA ID profiles , staff HAZWOPER/DOT training records , a 3-year history of regulatory compliance violations , and operational Standard Operating Procedures (SOPs).	With initial bid proposal submission.	CO
2	Project Work Schedule: Detailed operational milestone timelines mapped out to prevent schedule friction with ongoing federal laboratory research.	Within five (5) work days of the contract start date.	CO
3	Safety Data Sheets (SDS): Document filings for any active chemical agents, solutions, or products utilized by the contractor on site that display "dangerous" or "warning" labels.	Within ten (10) calendar days of the contract start date.	CO
4	Pre-Pickup Operational Plan: Completed laboratory waste profiles , final pre-shipment container counts , verified drum configurations/packing methods , and TSDF-approved final treatment assignments.	Prior to starting any physical waste disposal or truck loading.	TPOC
5	Executed Waste Manifests:	Before the transport	TPOC

	Legible, signed copies of the Uniform Hazardous Waste Manifest containing authorized signatures from the facility generator and the licensed transporter.	vehicle exits the facility gates.	
6	Destination Manifest Copies: Completed copies of the executed manifest paperwork returned with signatures from the receiving TSDF representative.	Within thirty (30) calendar days of waste arrival at the TSDF.	TPOC
7	Final Certificates of Destruction: Formally signed Certificates of Disposal/Destruction verifying that all collected waste packages have reached ultimate thermal, chemical, or landfill disposition.	Within thirty (30) calendar days of waste removal from the facility.	TPOC
8	Comprehensive Waste Data Report: An electronic data compilation tracking all manifests, chemical determinations, and final weights formatted in a Microsoft Excel spreadsheet.	Upon request or at total contract completion, whichever comes first.	Laboratory Director, TPOC, COR, and ESOHM

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
DOC PM 2024-01	UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
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)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)
52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation JAN 2026)
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation JAN 2026)
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation JAN 2026)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)
52.219-28	Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003) (Not for DOC Use)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation JAN 2026)
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) (Not for DOC Use)
52.223-3	Hazardous Material Identification and Safety Data. (FEB 2021) (Deviation JAN 2026)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2024)
52.223-10	Waste Reduction Program. (MAY 2024)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (MAY 2024) (Deviation JAN 2026)
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
52.228-5	Insurance - Work on a Government Installation. (JAN 1997)

Clause Number	Clause Title
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
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)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

(1) Personnel Qualifications. The experience, education, and qualifications of personnel proposed to work on the contract will be evaluated to determine their ability to perform their proposed duties.

(2) Technical Approach and Capability. The offeror's approach to performing contract requirements and its capability to successfully perform the contract will be evaluated.

(3) Past Performance. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction.

(4) Price.

(b) *Notice of award*. A written notice of award or acceptance of an offer 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 52.237-1 Site Visit. (APR 1984)

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.

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. Please contact sandra.thibodeau@noaa.gov to set up a time to visit the site. All questions during the site visit should be submitted electronically to sandra.thibodeau@noaa.gov.

(End of provision)

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 52.252-6 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 1352.201-70 Contracting Officer's Authority. (MAR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

CAR 1352.209-73 Compliance with the laws. (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

CAR 1352.209-74 Organizational conflict of interest. (APR 2010)

(a) *Purpose*. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) *Scope*. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) *Warrant and Disclosure*. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) *Remedies*. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) *Subcontracts*. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) *Prime Contractor Responsibilities*. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting

Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) *Waiver*. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to Sandra.Thibodeau@noaa.gov. Questions should be received no later than 5 calendar days after the issuance date of this solicitation. 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:
BRAD WILLIS

NOAA Acquisition and Grants Office
Policy and Oversight Division
Field Delegate Program Manager
816.823.3858
bradley.willis@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Olivia J. Bradley
Senior Procurement Executive and
Director for Acquisition Management
Department of Commerce
O: 202-482-4511
OBradley@doc.gov

(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:

- NEFSC Milford Laboratory, 212 Rogers Avenue, Milford, CT 06460
- JJ Howard Marine Sciences Laboratory at Sandy Hook, 78 Magruder Rd, Highlands, NJ 07732

(End of clause)

CAR 1352.270-70 Period of performance. (APR 2010)

(a) The base period of performance of this contract is from 60 days ARO through 60 days ARO. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

N/A

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(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 [ ] 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: [Contracting Officer list required invoice attachment(s); none if left blank].

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 24 hours 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)

Section X - List of Attachments

Attachment Number	Title
	Wage Rate New Haven CT 2015-4127
	2015-4195 Wage Determination NJ

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4127
Revision No.: 34
Date Of Last Revision: 5/13/2026

This wage determination is applicable to the following cities and towns in
SOUTH CENTRAL CONNECTICUT COUNTY, CONNECTICUT: Bethany, Branford, East Haven, Guilford, Hamden, Madison, Meriden, New Haven, North Branford, North Haven, Orange, Wallingford, West Haven

State: Connecticut

Area: Connecticut Counties of New Haven

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.10
01012 - Accounting Clerk II		24.81
01013 - Accounting Clerk III		27.75
01020 - Administrative Assistant		37.98
01035 - Court Reporter		27.01
01041 - Customer Service Representative I		18.48
01042 - Customer Service Representative II		20.17
01043 - Customer Service Representative III		22.64
01051 - Data Entry Operator I		21.04
01052 - Data Entry Operator II		22.96
01060 - Dispatcher, Motor Vehicle		25.79
01070 - Document Preparation Clerk		21.51
01090 - Duplicating Machine Operator		21.51
01111 - General Clerk I		17.97
01112 - General Clerk II		19.61
01113 - General Clerk III		22.01
01120 - Housing Referral Assistant		30.10
01141 - Messenger Courier		21.51
01191 - Order Clerk I		19.51
01192 - Order Clerk II		23.38
01261 - Personnel Assistant (Employment) I		22.06
01262 - Personnel Assistant (Employment) II		24.67
01263 - Personnel Assistant (Employment) III		27.49
01270 - Production Control Clerk		28.92
01290 - Rental Clerk		18.04
01300 - Scheduler, Maintenance		24.15
01311 - Secretary I		24.15
01312 - Secretary II		27.01
01313 - Secretary III		30.10
01320 - Service Order Dispatcher		22.82
01410 - Supply Technician		37.98
01420 - Survey Worker		23.05
01460 - Switchboard Operator/Receptionist		19.42
01531 - Travel Clerk I		21.97
01532 - Travel Clerk II		23.93

01533 - Travel Clerk III	25.23
01611 - Word Processor I	21.86
01612 - Word Processor II	24.55
01613 - Word Processor III	27.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	29.20
05010 - Automotive Electrician	29.52
05040 - Automotive Glass Installer	28.55
05070 - Automotive Worker	28.55
05110 - Mobile Equipment Servicer	26.80
05130 - Motor Equipment Metal Mechanic	30.34
05160 - Motor Equipment Metal Worker	28.55
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	25.82
05250 - Motor Vehicle Upholstery Worker	27.72
05280 - Motor Vehicle Wrecker	28.55
05310 - Painter, Automotive	28.79
05340 - Radiator Repair Specialist	26.95
05370 - Tire Repairer	19.28
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.11
07041 - Cook I	22.36
07042 - Cook II	24.34
07070 - Dishwasher	16.51
07130 - Food Service Worker	17.13
07210 - Meat Cutter	22.21
07260 - Waiter/Waitress	17.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.15
09040 - Furniture Handler	18.11
09080 - Furniture Refinisher	23.79
09090 - Furniture Refinisher Helper	19.96
09110 - Furniture Repairer, Minor	21.92
09130 - Upholsterer	23.79
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.08
11060 - Elevator Operator	17.91
11090 - Gardener	26.38
11122 - Housekeeping Aide	17.91
11150 - Janitor	17.91
11210 - Laborer, Grounds Maintenance	22.19
11240 - Maid or Houseman	16.80
11260 - Pruner	20.02
11270 - Tractor Operator	25.14
11330 - Trail Maintenance Worker	22.19
11360 - Window Cleaner	19.85
12000 - Health Occupations	
12010 - Ambulance Driver	24.54
12011 - Breath Alcohol Technician	29.34
12012 - Certified Occupational Therapist Assistant	34.75
12015 - Certified Physical Therapist Assistant	34.73
12020 - Dental Assistant	24.12
12025 - Dental Hygienist	47.19
12030 - EKG Technician	43.09
12035 - Electroneurodiagnostic Technologist	43.09
12040 - Emergency Medical Technician	24.54
12071 - Licensed Practical Nurse I	26.23
12072 - Licensed Practical Nurse II	29.34
12073 - Licensed Practical Nurse III	32.70
12100 - Medical Assistant	22.16
12130 - Medical Laboratory Technician	37.37
12160 - Medical Record Clerk	26.86
12190 - Medical Record Technician	30.04
12195 - Medical Transcriptionist	24.00
12210 - Nuclear Medicine Technologist	64.37
12221 - Nursing Assistant I	16.06
12222 - Nursing Assistant II	18.07
12223 - Nursing Assistant III	19.72

12224 - Nursing Assistant IV		22.13
12235 - Optical Dispenser		31.24
12236 - Optical Technician		26.23
12250 - Pharmacy Technician		20.10
12280 - Phlebotomist		22.38
12305 - Radiologic Technologist		43.16
12311 - Registered Nurse I		33.11
12312 - Registered Nurse II		40.50
12313 - Registered Nurse II, Specialist		40.50
12314 - Registered Nurse III		49.39
12315 - Registered Nurse III, Anesthetist		49.39
12316 - Registered Nurse IV		59.20
12317 - Scheduler (Drug and Alcohol Testing)		36.34
12320 - Substance Abuse Treatment Counselor		30.78
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		28.82
13012 - Exhibits Specialist II		35.71
13013 - Exhibits Specialist III		43.69
13041 - Illustrator I		28.82
13042 - Illustrator II		35.71
13043 - Illustrator III		44.73
13047 - Librarian		39.55
13050 - Library Aide/Clerk		18.22
13054 - Library Information Technology Systems Administrator		35.71
13058 - Library Technician		31.86
13061 - Media Specialist I		25.77
13062 - Media Specialist II		28.82
13063 - Media Specialist III		32.14
13071 - Photographer I		22.73
13072 - Photographer II		25.88
13073 - Photographer III		32.88
13074 - Photographer IV		44.26
13075 - Photographer V		50.85
13090 - Technical Order Library Clerk		22.88
13110 - Video Teleconference Technician		31.35
14000 - Information Technology Occupations		
14041 - Computer Operator I		29.09
14042 - Computer Operator II		32.54
14043 - Computer Operator III		36.29
14044 - Computer Operator IV		40.32
14045 - Computer Operator V		44.65
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		29.09
14160 - Personal Computer Support Technician		40.32
14170 - System Support Specialist		46.39
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		39.54
15020 - Aircrew Training Devices Instructor (Rated)		44.51
15030 - Air Crew Training Devices Instructor (Pilot)		53.36
15050 - Computer Based Training Specialist / Instructor		39.54
15060 - Educational Technologist		52.02
15070 - Flight Instructor (Pilot)		53.36
15080 - Graphic Artist		32.92
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		53.36
15086 - Maintenance Test Pilot, Rotary Wing		53.36
15088 - Non-Maintenance Test/Co-Pilot		53.36
15090 - Technical Instructor		31.22
15095 - Technical Instructor/Course Developer		38.18
15110 - Test Proctor		25.20
15120 - Tutor		25.20

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	18.19
16030 - Counter Attendant	18.19
16040 - Dry Cleaner	20.77
16070 - Finisher, Flatwork, Machine	18.19
16090 - Presser, Hand	18.19
16110 - Presser, Machine, Drycleaning	18.19
16130 - Presser, Machine, Shirts	18.19
16160 - Presser, Machine, Wearing Apparel, Laundry	18.19
16190 - Sewing Machine Operator	21.64
16220 - Tailor	22.50
16250 - Washer, Machine	19.05
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	32.34
19040 - Tool And Die Maker	37.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.65
21030 - Material Coordinator	28.92
21040 - Material Expediter	28.92
21050 - Material Handling Laborer	20.20
21071 - Order Filler	19.42
21080 - Production Line Worker (Food Processing)	22.65
21110 - Shipping Packer	21.75
21130 - Shipping/Receiving Clerk	21.75
21140 - Store Worker I	17.92
21150 - Stock Clerk	23.98
21210 - Tools And Parts Attendant	22.65
21410 - Warehouse Specialist	22.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.12
23019 - Aircraft Logs and Records Technician	28.33
23021 - Aircraft Mechanic I	32.01
23022 - Aircraft Mechanic II	33.12
23023 - Aircraft Mechanic III	34.44
23040 - Aircraft Mechanic Helper	25.80
23050 - Aircraft, Painter	30.75
23060 - Aircraft Servicer	28.33
23070 - Aircraft Survival Flight Equipment Technician	30.75
23080 - Aircraft Worker	29.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.01
23110 - Appliance Mechanic	30.67
23120 - Bicycle Repairer	29.21
23125 - Cable Splicer	55.95
23130 - Carpenter, Maintenance	32.99
23140 - Carpet Layer	31.81
23160 - Electrician, Maintenance	36.84
23181 - Electronics Technician Maintenance I	33.93
23182 - Electronics Technician Maintenance II	35.40
23183 - Electronics Technician Maintenance III	36.84
23260 - Fabric Worker	30.57
23290 - Fire Alarm System Mechanic	32.10
23310 - Fire Extinguisher Repairer	29.21
23311 - Fuel Distribution System Mechanic	42.17
23312 - Fuel Distribution System Operator	35.95
23370 - General Maintenance Worker	27.14
23380 - Ground Support Equipment Mechanic	32.01
23381 - Ground Support Equipment Servicer	28.33
23382 - Ground Support Equipment Worker	29.48
23391 - Gunsmith I	29.21
23392 - Gunsmith II	31.81
23393 - Gunsmith III	34.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	35.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	36.45
23430 - Heavy Equipment Mechanic	35.45
23440 - Heavy Equipment Operator	37.11

23460 - Instrument Mechanic	34.54
23465 - Laboratory/Shelter Mechanic	33.18
23470 - Laborer	19.84
23510 - Locksmith	35.22
23530 - Machinery Maintenance Mechanic	32.75
23550 - Machinist, Maintenance	28.36
23580 - Maintenance Trades Helper	21.32
23591 - Metrology Technician I	34.54
23592 - Metrology Technician II	35.74
23593 - Metrology Technician III	37.17
23640 - Millwright	34.54
23710 - Office Appliance Repairer	25.98
23760 - Painter, Maintenance	25.03
23790 - Pipefitter, Maintenance	39.87
23810 - Plumber, Maintenance	38.32
23820 - Pneudraulic Systems Mechanic	34.54
23850 - Rigger	34.54
23870 - Scale Mechanic	31.81
23890 - Sheet-Metal Worker, Maintenance	35.29
23910 - Small Engine Mechanic	26.23
23931 - Telecommunications Mechanic I	38.08
23932 - Telecommunications Mechanic II	39.41
23950 - Telephone Lineman	34.54
23960 - Welder, Combination, Maintenance	26.02
23965 - Well Driller	34.54
23970 - Woodcraft Worker	34.54
23980 - Woodworker	29.21
24000 - Personal Needs Occupations	
24550 - Case Manager	21.58
24570 - Child Care Attendant	16.60
24580 - Child Care Center Clerk	20.69
24610 - Chore Aide	18.15
24620 - Family Readiness And Support Services Coordinator	21.58
24630 - Homemaker	24.30
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.49
25040 - Sewage Plant Operator	36.27
25070 - Stationary Engineer	42.49
25190 - Ventilation Equipment Tender	36.73
25210 - Water Treatment Plant Operator	36.27
27000 - Protective Service Occupations	
27004 - Alarm Monitor	30.08
27007 - Baggage Inspector	19.61
27008 - Corrections Officer	38.53
27010 - Court Security Officer	38.53
27030 - Detection Dog Handler	21.94
27040 - Detention Officer	38.53
27070 - Firefighter	38.53
27101 - Guard I	19.61
27102 - Guard II	21.94
27131 - Police Officer I	38.21
27132 - Police Officer II	42.45
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	19.70
28042 - Carnival Equipment Repairer	20.67
28043 - Carnival Worker	15.69
28210 - Gate Attendant/Gate Tender	20.19
28310 - Lifeguard	16.28
28350 - Park Attendant (Aide)	22.58
28510 - Recreation Aide/Health Facility Attendant	18.98
28515 - Recreation Specialist	27.97
28630 - Sports Official	17.98
28690 - Swimming Pool Operator	22.51
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	39.12
29020 - Hatch Tender	39.12
29030 - Line Handler	39.12
29041 - Stevedore I	37.61

29042 - Stevedore II		40.82
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	54.30
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	37.44
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	41.23
30021 - Archeological Technician I		24.55
30022 - Archeological Technician II		27.13
30023 - Archeological Technician III		33.00
30030 - Cartographic Technician		33.58
30040 - Civil Engineering Technician		32.92
30051 - Cryogenic Technician I		35.28
30052 - Cryogenic Technician II		38.95
30061 - Drafter/CAD Operator I		23.83
30062 - Drafter/CAD Operator II		27.13
30063 - Drafter/CAD Operator III		30.12
30064 - Drafter/CAD Operator IV		36.94
30081 - Engineering Technician I		19.98
30082 - Engineering Technician II		22.47
30083 - Engineering Technician III		25.28
30084 - Engineering Technician IV		31.22
30085 - Engineering Technician V		38.08
30086 - Engineering Technician VI		46.34
30090 - Environmental Technician		34.45
30095 - Evidence Control Specialist		31.86
30210 - Laboratory Technician		26.66
30221 - Latent Fingerprint Technician I		38.45
30222 - Latent Fingerprint Technician II		42.46
30240 - Mathematical Technician		33.00
30361 - Paralegal/Legal Assistant I		24.56
30362 - Paralegal/Legal Assistant II		30.43
30363 - Paralegal/Legal Assistant III		37.22
30364 - Paralegal/Legal Assistant IV		45.03
30375 - Petroleum Supply Specialist		38.95
30390 - Photo-Optics Technician		33.00
30395 - Radiation Control Technician		38.95
30461 - Technical Writer I		32.14
30462 - Technical Writer II		39.31
30463 - Technical Writer III		47.55
30491 - Unexploded Ordnance (UXO) Technician I		34.51
30492 - Unexploded Ordnance (UXO) Technician II		41.75
30493 - Unexploded Ordnance (UXO) Technician III		50.04
30494 - Unexploded (UXO) Safety Escort		34.51
30495 - Unexploded (UXO) Sweep Personnel		34.51
30501 - Weather Forecaster I		35.28
30502 - Weather Forecaster II		42.90
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.12
30621 - Weather Observer, Senior	(see 2)	33.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		41.75
31020 - Bus Aide		23.98
31030 - Bus Driver		29.84
31043 - Driver Courier		19.44
31260 - Parking and Lot Attendant		16.93
31290 - Shuttle Bus Driver		18.26
31310 - Taxi Driver		17.07
31361 - Truckdriver, Light		20.41
31362 - Truckdriver, Medium		21.36
31363 - Truckdriver, Heavy		28.45
31364 - Truckdriver, Tractor-Trailer		28.45
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		20.36
99030 - Cashier		16.36
99050 - Desk Clerk		17.56
99095 - Embalmer		39.60
99130 - Flight Follower		34.51
99251 - Laboratory Animal Caretaker I		26.26
99252 - Laboratory Animal Caretaker II		27.56

99260 - Marketing Analyst	35.22
99310 - Mortician	39.60
99410 - Pest Controller	26.87
99510 - Photofinishing Worker	18.13
99710 - Recycling Laborer	25.05
99711 - Recycling Specialist	28.37
99730 - Refuse Collector	22.59
99810 - Sales Clerk	16.82
99820 - School Crossing Guard	21.39
99830 - Survey Party Chief	31.67
99831 - Surveying Aide	21.76
99832 - Surveying Technician	28.75
99840 - Vending Machine Attendant	25.34
99841 - Vending Machine Repairer	28.95
99842 - Vending Machine Repairer Helper	25.34

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 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: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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))."""

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4195
Revision No.: 32
Date Of Last Revision: 5/13/2026

State: New Jersey

Area: New Jersey Counties of Monmouth and Ocean

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.66
01012 - Accounting Clerk II		25.43
01013 - Accounting Clerk III		28.45
01020 - Administrative Assistant		40.03
01035 - Court Reporter		51.03
01041 - Customer Service Representative I		19.19
01042 - Customer Service Representative II		20.94
01043 - Customer Service Representative III		23.50
01051 - Data Entry Operator I		19.66
01052 - Data Entry Operator II		21.45
01060 - Dispatcher, Motor Vehicle		28.37
01070 - Document Preparation Clerk		19.81
01090 - Duplicating Machine Operator		19.81
01111 - General Clerk I		18.55
01112 - General Clerk II		20.24
01113 - General Clerk III		22.72
01120 - Housing Referral Assistant		28.42
01141 - Messenger Courier		20.30
01191 - Order Clerk I		19.88
01192 - Order Clerk II		21.69
01261 - Personnel Assistant (Employment) I		21.74
01262 - Personnel Assistant (Employment) II		24.32
01263 - Personnel Assistant (Employment) III		27.11
01270 - Production Control Clerk		29.78
01290 - Rental Clerk		21.76
01300 - Scheduler, Maintenance		22.79
01311 - Secretary I		22.79
01312 - Secretary II		25.50
01313 - Secretary III		28.42
01320 - Service Order Dispatcher		24.37
01410 - Supply Technician		40.03
01420 - Survey Worker		25.70
01460 - Switchboard Operator/Receptionist		20.71
01531 - Travel Clerk I		21.86
01532 - Travel Clerk II		24.53
01533 - Travel Clerk III		27.44

01611 - Word Processor I	19.57
01612 - Word Processor II	21.97
01613 - Word Processor III	24.57
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.01
05010 - Automotive Electrician	28.50
05040 - Automotive Glass Installer	27.31
05070 - Automotive Worker	27.31
05110 - Mobile Equipment Servicer	24.42
05130 - Motor Equipment Metal Mechanic	29.68
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter, Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	19.97
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.85
07041 - Cook I	22.29
07042 - Cook II	24.88
07070 - Dishwasher	17.31
07130 - Food Service Worker	17.65
07210 - Meat Cutter	21.38
07260 - Waiter/Waitress	20.15
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.54
09040 - Furniture Handler	16.41
09080 - Furniture Refinisher	22.53
09090 - Furniture Refinisher Helper	18.21
09110 - Furniture Repairer, Minor	20.49
09130 - Upholsterer	23.95
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	19.29
11060 - Elevator Operator	19.40
11090 - Gardener	26.40
11122 - Housekeeping Aide	19.40
11150 - Janitor	19.40
11210 - Laborer, Grounds Maintenance	21.71
11240 - Maid or Houseman	20.72
11260 - Pruner	20.18
11270 - Tractor Operator	24.85
11330 - Trail Maintenance Worker	21.71
11360 - Window Cleaner	20.87
12000 - Health Occupations	
12010 - Ambulance Driver	24.39
12011 - Breath Alcohol Technician	31.40
12012 - Certified Occupational Therapist Assistant	35.79
12015 - Certified Physical Therapist Assistant	34.72
12020 - Dental Assistant	22.98
12025 - Dental Hygienist	49.83
12030 - EKG Technician	40.73
12035 - Electroneurodiagnostic Technologist	40.73
12040 - Emergency Medical Technician	24.39
12071 - Licensed Practical Nurse I	28.08
12072 - Licensed Practical Nurse II	31.40
12073 - Licensed Practical Nurse III	35.00
12100 - Medical Assistant	22.55
12130 - Medical Laboratory Technician	38.74
12160 - Medical Record Clerk	26.36
12190 - Medical Record Technician	29.49
12195 - Medical Transcriptionist	21.99
12210 - Nuclear Medicine Technologist	56.43
12221 - Nursing Assistant I	16.68
12222 - Nursing Assistant II	18.77
12223 - Nursing Assistant III	20.48
12224 - Nursing Assistant IV	22.99

12235 - Optical Dispenser		30.18
12236 - Optical Technician		20.31
12250 - Pharmacy Technician		20.90
12280 - Phlebotomist		23.48
12305 - Radiologic Technologist		47.04
12311 - Registered Nurse I		32.76
12312 - Registered Nurse II		38.41
12313 - Registered Nurse II, Specialist		38.41
12314 - Registered Nurse III		49.39
12315 - Registered Nurse III, Anesthetist		49.39
12316 - Registered Nurse IV		59.22
12317 - Scheduler (Drug and Alcohol Testing)		38.90
12320 - Substance Abuse Treatment Counselor		31.20
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		30.00
13012 - Exhibits Specialist II		37.16
13013 - Exhibits Specialist III		45.45
13041 - Illustrator I		32.71
13042 - Illustrator II		40.20
13043 - Illustrator III		49.20
13047 - Librarian		38.29
13050 - Library Aide/Clerk		17.97
13054 - Library Information Technology Systems Administrator		34.57
13058 - Library Technician		23.36
13061 - Media Specialist I		24.95
13062 - Media Specialist II		27.91
13063 - Media Specialist III		31.11
13071 - Photographer I		22.76
13072 - Photographer II		25.46
13073 - Photographer III		31.90
13074 - Photographer IV		38.59
13075 - Photographer V		46.69
13090 - Technical Order Library Clerk		22.56
13110 - Video Teleconference Technician		33.70
14000 - Information Technology Occupations		
14041 - Computer Operator I		27.88
14042 - Computer Operator II		31.18
14043 - Computer Operator III		34.75
14044 - Computer Operator IV		38.62
14045 - Computer Operator V		42.78
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		27.88
14160 - Personal Computer Support Technician		38.62
14170 - System Support Specialist		42.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		42.14
15020 - Aircrew Training Devices Instructor (Rated)		50.99
15030 - Air Crew Training Devices Instructor (Pilot)		61.13
15050 - Computer Based Training Specialist / Instructor		42.14
15060 - Educational Technologist		38.90
15070 - Flight Instructor (Pilot)		61.13
15080 - Graphic Artist		37.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		61.13
15086 - Maintenance Test Pilot, Rotary Wing		61.13
15088 - Non-Maintenance Test/Co-Pilot		61.13
15090 - Technical Instructor		30.95
15095 - Technical Instructor/Course Developer		37.85
15110 - Test Proctor		24.99
15120 - Tutor		24.99
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler 20.00
16030 - Counter Attendant 20.00
16040 - Dry Cleaner 22.86
16070 - Finisher, Flatwork, Machine 20.00
16090 - Presser, Hand 20.00
16110 - Presser, Machine, Drycleaning 20.00
16130 - Presser, Machine, Shirts 20.00
16160 - Presser, Machine, Wearing Apparel, Laundry 20.00
16190 - Sewing Machine Operator 23.79
16220 - Tailor 24.75
16250 - Washer, Machine 20.95

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 31.58
19040 - Tool And Die Maker 36.59

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 22.97
21030 - Material Coordinator 29.78
21040 - Material Expediter 29.78
21050 - Material Handling Laborer 19.84
21071 - Order Filler 18.37
21080 - Production Line Worker (Food Processing) 22.97
21110 - Shipping Packer 22.33
21130 - Shipping/Receiving Clerk 22.33
21140 - Store Worker I 20.32
21150 - Stock Clerk 25.47
21210 - Tools And Parts Attendant 22.97
21410 - Warehouse Specialist 22.97

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 49.20
23019 - Aircraft Logs and Records Technician 41.47
23021 - Aircraft Mechanic I 47.36
23022 - Aircraft Mechanic II 49.20
23023 - Aircraft Mechanic III 51.04
23040 - Aircraft Mechanic Helper 36.86
23050 - Aircraft, Painter 45.58
23060 - Aircraft Servicer 41.47
23070 - Aircraft Survival Flight Equipment
Technician 45.58
23080 - Aircraft Worker 43.70
23091 - Aircrew Life Support Equipment (ALSE)
Mechanic I 43.70
23092 - Aircrew Life Support Equipment (ALSE)
Mechanic II 47.36
23110 - Appliance Mechanic 29.67
23120 - Bicycle Repairer 23.36
23125 - Cable Splicer 57.58
23130 - Carpenter, Maintenance 33.50
23140 - Carpet Layer 28.96
23160 - Electrician, Maintenance 40.52
23181 - Electronics Technician Maintenance I 36.95
23182 - Electronics Technician Maintenance II 38.54
23183 - Electronics Technician Maintenance III 40.04
23260 - Fabric Worker 46.09
23290 - Fire Alarm System Mechanic 32.56
23310 - Fire Extinguisher Repairer 33.12
23311 - Fuel Distribution System Mechanic 50.25
23312 - Fuel Distribution System Operator 41.55
23370 - General Maintenance Worker 28.32
23380 - Ground Support Equipment Mechanic 47.36
23381 - Ground Support Equipment Servicer 41.47
23382 - Ground Support Equipment Worker 43.70
23391 - Gunsmith I 33.12
23392 - Gunsmith II 36.97
23393 - Gunsmith III 40.06
23410 - Heating, Ventilation And Air-Conditioning
Mechanic 35.62
23411 - Heating, Ventilation And Air Contidioning
Mechanic (Research Facility) 37.00
23430 - Heavy Equipment Mechanic 36.87
23440 - Heavy Equipment Operator 46.90
23460 - Instrument Mechanic 34.01

23465 - Laboratory/Shelter Mechanic	38.55
23470 - Laborer	19.84
23510 - Locksmith	28.79
23530 - Machinery Maintenance Mechanic	34.91
23550 - Machinist, Maintenance	29.96
23580 - Maintenance Trades Helper	22.26
23591 - Metrology Technician I	34.01
23592 - Metrology Technician II	35.33
23593 - Metrology Technician III	36.65
23640 - Millwright	41.36
23710 - Office Appliance Repairer	30.06
23760 - Painter, Maintenance	28.10
23790 - Pipefitter, Maintenance	38.18
23810 - Plumber, Maintenance	36.75
23820 - Pneudraulic Systems Mechanic	40.06
23850 - Rigger	45.77
23870 - Scale Mechanic	36.97
23890 - Sheet-Metal Worker, Maintenance	37.19
23910 - Small Engine Mechanic	26.38
23931 - Telecommunications Mechanic I	35.34
23932 - Telecommunications Mechanic II	36.72
23950 - Telephone Lineman	51.77
23960 - Welder, Combination, Maintenance	29.25
23965 - Well Driller	37.66
23970 - Woodcraft Worker	40.06
23980 - Woodworker	33.12
24000 - Personal Needs Occupations	
24550 - Case Manager	22.78
24570 - Child Care Attendant	17.57
24580 - Child Care Center Clerk	21.90
24610 - Chore Aide	18.27
24620 - Family Readiness And Support Services Coordinator	22.78
24630 - Homemaker	22.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	49.94
25040 - Sewage Plant Operator	39.82
25070 - Stationary Engineer	49.94
25190 - Ventilation Equipment Tender	38.87
25210 - Water Treatment Plant Operator	39.82
27000 - Protective Service Occupations	
27004 - Alarm Monitor	28.58
27007 - Baggage Inspector	20.21
27008 - Corrections Officer	42.48
27010 - Court Security Officer	43.70
27030 - Detection Dog Handler	22.61
27040 - Detention Officer	42.48
27070 - Firefighter	48.42
27101 - Guard I	20.21
27102 - Guard II	22.61
27131 - Police Officer I	45.76
27132 - Police Officer II	50.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.02
28042 - Carnival Equipment Repairer	22.33
28043 - Carnival Worker	17.07
28210 - Gate Attendant/Gate Tender	22.60
28310 - Lifeguard	17.61
28350 - Park Attendant (Aide)	25.28
28510 - Recreation Aide/Health Facility Attendant	18.46
28515 - Recreation Specialist	31.33
28630 - Sports Official	20.14
28690 - Swimming Pool Operator	24.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	44.51
29020 - Hatch Tender	44.51
29030 - Line Handler	44.51
29041 - Stevedore I	41.27
29042 - Stevedore II	45.37

30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center
(HFO) (see 2) 54.30
30011 - Air Traffic Control Specialist, Station
(HFO) (see 2) 37.44
30012 - Air Traffic Control Specialist, Terminal
(HFO) (see 2) 41.23
30021 - Archeological Technician I 23.42
30022 - Archeological Technician II 26.20
30023 - Archeological Technician III 32.45
30030 - Cartographic Technician 32.45
30040 - Civil Engineering Technician 32.63
30051 - Cryogenic Technician I 35.94
30052 - Cryogenic Technician II 39.68
30061 - Drafter/CAD Operator I 23.42
30062 - Drafter/CAD Operator II 26.20
30063 - Drafter/CAD Operator III 29.20
30064 - Drafter/CAD Operator IV 35.94
30081 - Engineering Technician I 21.37
30082 - Engineering Technician II 23.98
30083 - Engineering Technician III 26.83
30084 - Engineering Technician IV 33.23
30085 - Engineering Technician V 40.64
30086 - Engineering Technician VI 49.17
30090 - Environmental Technician 28.63
30095 - Evidence Control Specialist 32.45
30210 - Laboratory Technician 28.58
30221 - Latent Fingerprint Technician I 34.45
30222 - Latent Fingerprint Technician II 38.05
30240 - Mathematical Technician 39.86
30361 - Paralegal/Legal Assistant I 25.38
30362 - Paralegal/Legal Assistant II 31.45
30363 - Paralegal/Legal Assistant III 38.46
30364 - Paralegal/Legal Assistant IV 46.53
30375 - Petroleum Supply Specialist 39.68
30390 - Photo-Optics Technician 32.45
30395 - Radiation Control Technician 39.68
30461 - Technical Writer I 32.85
30462 - Technical Writer II 40.18
30463 - Technical Writer III 48.61
30491 - Unexploded Ordnance (UXO) Technician I 34.51
30492 - Unexploded Ordnance (UXO) Technician II 41.75
30493 - Unexploded Ordnance (UXO) Technician III 50.04
30494 - Unexploded (UXO) Safety Escort 34.51
30495 - Unexploded (UXO) Sweep Personnel 34.51
30501 - Weather Forecaster I 35.94
30502 - Weather Forecaster II 43.72
30620 - Weather Observer, Combined Upper Air Or
Surface Programs (see 2) 29.20
30621 - Weather Observer, Senior (see 2) 32.45

31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 41.75
31020 - Bus Aide 29.58
31030 - Bus Driver 38.09
31043 - Driver Courier 21.21
31260 - Parking and Lot Attendant 17.08
31290 - Shuttle Bus Driver 21.44
31310 - Taxi Driver 17.64
31361 - Truckdriver, Light 22.53
31362 - Truckdriver, Medium 23.86
31363 - Truckdriver, Heavy 31.36
31364 - Truckdriver, Tractor-Trailer 31.36

99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 20.36
99030 - Cashier 17.04
99050 - Desk Clerk 20.11
99095 - Embalmer 39.23
99130 - Flight Follower 34.51
99251 - Laboratory Animal Caretaker I 21.53
99252 - Laboratory Animal Caretaker II 22.87
99260 - Marketing Analyst 46.81

99310 - Mortician	36.79
99410 - Pest Controller	23.29
99510 - Photofinishing Worker	27.69
99710 - Recycling Laborer	33.83
99711 - Recycling Specialist	38.72
99730 - Refuse Collector	31.43
99810 - Sales Clerk	17.96
99820 - School Crossing Guard	21.03
99830 - Survey Party Chief	31.72
99831 - Surveying Aide	18.90
99832 - Surveying Technician	30.18
99840 - Vending Machine Attendant	28.92
99841 - Vending Machine Repairer	34.29
99842 - Vending Machine Repairer Helper	28.92

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 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: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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))."""