

Request for Quotation

Request Date: 9/23/2026

This is a request for **Open Market Pricing**.

Quotes may be emailed to **Jim Chiavaras** at **jim_chiavaras@nhd.uscourts.gov** by end of business on **September 29, 2026**.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.

Questions concerning this RFQ should be addressed to Jim Chiavaras at jim_chiavaras@nhd.uscourts.gov or 603-225-1176.

STATEMENT OF WORK

The court plans to upgrade the A/V control processors in six courtrooms and is seeking quotes that include equipment, installation and programming.

Equipment:

Quantity	Description
8	wired ethernet module with 2 COM ports – Crestron CEN-10-COM-102 or equivalent
6	adapter, encapsulated & rugged USB 2.0 to 10/100 ethernet – Portsmouth PSA1U1E-E or equivalent
6	4-series control system – Crestron CP4 or equivalent
6	Control system software license key for USB ethernet adapter – Crestron SW-USB-ETHERNET or equivalent

Labor:

Vendor will remove existing control processors, install new processors, and modify the existing courtroom control system as needed. Programming services shall include 1) all new control code required to support control-specific functionality, 2) integration of controlled devices, 3) processor migration, 4) communications updates, and 5) operational improvements to ensure reliability. Vendor will perform testing, commissioning, system optimization, and verification of all programming courtroom functions. Vendor will provide support during acceptance testing and provide any reasonable adjustments requested.

Timeline:

All work must be complete by February 1, 2027.

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

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

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

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

(d) Taxpayer Identification Number (TIN): _____

☐ TIN has been applied for.

☐ TIN is not required, because:

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

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

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

(e) Type of Organization:

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per 26 CFR 1.6049-4;

☐ other

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

☐ Women Owned Business

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

☐ Black American Owned

- ☐ Hispanic American Owned
- ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- ☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- ☐ Individual/concern, other than one of the preceding.

(end)

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

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

<http://www.uscourts.gov/procurement.aspx>.

(end)

The following provisions marked with an 'X' are incorporated by reference:

	2-15	Warranty Information (JAN 2003)
	2-70	Site Visit (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
	3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

Provision 2-100, Brand Name or Equal

Brand Name or Equal (APR 2013)

(a)

One or more items called for by this solicitation have been identified by a brand-name-or-equal

product description. Offers offering equal products will be considered for award if these products are clearly identified and are determined by the judiciary to contain all of the essential characteristics of the brand-name products referenced in the solicitation.

(b)

Unless the offeror clearly indicates in the offer that the offer is for an equal product, the offer will be considered as offering a brand-name product referenced in the solicitation.

(c)

If the offeror proposes to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished shall be inserted in the space provided in the solicitation.

The evaluation of offers and the determination as to equality of the product offered will be based on information furnished by the offeror or identified in the offer, as well as other information reasonably available to the purchasing activity. The purchasing activity is not responsible for locating or obtaining any information not identified in the offer and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available, the offeror shall furnish as a part of the offer:

(1)

all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to establish exactly what the offeror proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or

(2)

specific references to information previously furnished or to information otherwise available to the purchasing activity to permit a determination as to equality of the product offered.

(3)

If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offeror shall:

(i)

Include in the offer a clear description of the proposed modifications; and

(ii)

Clearly mark any descriptive material to show the proposed modifications.

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name:

Address:

Telephone:

E-mail:

Fax:

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

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

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

<http://www.uscourts.gov/procurement.aspx>.

(end)

The following clauses marked with an 'X' are incorporated by reference:

	2-5B	Inspection of Services (APR 2013)
	2-20A	Incorporation of Warranty (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-50	Continuity of Services (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)

X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-45	Travel (APR 2013)
	7-55	Contractor Use of Judiciary Networks (JUN 2014)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)

Clause 3-160, Service Contract Labor Standards

Service Contract Labor Standards (MAR 2019)

(a) Definitions

"Contractor", when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "government prime contractor."

"Service Employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, or as computer systems analysts, computer programmers, software engineers, or other similarly skilled computer employees, as these terms are defined in 29 CFR part 541, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) Applicability

This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. § 6702, as interpreted in Subpart C of 29 CFR part 4.

(c) Compensation

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein 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) 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the contracting officer no later than 30 days after the unlisted class of employees performs any contract work. The contracting officer will review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the contracting officer's recommendation) and all pertinent information, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division will be transmitted to the contracting officer, who will promptly notify the contractor of the action taken. 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.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance

may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract that are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken, but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division will make a final determination of conformed classification, wage rate, and/or fringe benefits which will be retroactive to the date the class of employees commenced contract work.

(3) Adjustment of Compensation

If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits

The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments,

only in accordance with Subpart D of 29 CFR part 4.

(e) Minimum Wage

In the absence of a minimum-wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause will relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) Successor Contracts

If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not the employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement.

No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in section 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees

The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to the contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions

The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor that are unsanitary, hazardous or dangerous to the health or safety of service employees. The contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(i) Records

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

for each employee subject to the Act:

(A) name, address, and social security number;

(B) correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) daily and weekly hours worked by each employee; and

(D) any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and

transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the contracting officer, upon direction of the Department of Labor and notification to the contractor, will take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) Pay Periods

The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract

The contracting officer will withhold or cause to be withheld from the government prime contractor under this or any other government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay employees subject to the Act all or part of the wages or fringe benefits due under the Act, the contracting officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(l) Subcontracts

The contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees

If wages to be paid or fringe benefits to be furnished any service employees employed by the government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made

upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List

Not less than ten days prior to completion of any contract being performed at a federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime contractor shall furnish the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer will turn over such list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations

Rulings and interpretations of the Act are contained in Regulations, 29 CFR part 4.

(p)

(1) Contractor's Certification

By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract will be subcontracted to any person or firm ineligible for award of a government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520 and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520 and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a state, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

(s) Tips

An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR part 31. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:

- (1) the employer shall inform tipped employees about this tip credit allowance before the credit is used;
- (2) the employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) the employer shall be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) the use of such tip credit shall have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards

The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting office, the U.S. Department of Labor, or the employees or their representatives.

"

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4023
Revision No.: 36
Date Of Last Revision: 8/13/2026

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This wage determination is applicable to the following cities and towns in the following counties in NEW HAMPSHIRE:

BELKNAP COUNTY: Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, Tilton

MERRIMACK COUNTY: Boscawen, Bow, Canterbury, Chichester, Concord, Epsom, Franklin, Henniker, Hopkinton, Loudon, Northfield, Pittsfield, Salisbury, Webster

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State: New Hampshire

Area: New Hampshire Counties of Belknap and Merrimack

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.02
01012 - Accounting Clerk II		21.34
01013 - Accounting Clerk III		23.87

01020 - Administrative Assistant	32.22
01035 - Court Reporter	23.71
01041 - Customer Service Representative I	17.30
01042 - Customer Service Representative II	18.88
01043 - Customer Service Representative III	21.19
01051 - Data Entry Operator I	19.22
01052 - Data Entry Operator II	20.97
01060 - Dispatcher, Motor Vehicle	25.50
01070 - Document Preparation Clerk	18.89
01090 - Duplicating Machine Operator	18.89
01111 - General Clerk I	18.66
01112 - General Clerk II	20.37
01113 - General Clerk III	22.85
01120 - Housing Referral Assistant	26.45
01141 - Messenger Courier	18.05
01191 - Order Clerk I	20.78
01192 - Order Clerk II	22.67
01261 - Personnel Assistant (Employment) I	21.75
01262 - Personnel Assistant (Employment) II	24.33
01263 - Personnel Assistant (Employment) III	27.13
01270 - Production Control Clerk	27.79
01290 - Rental Clerk	23.75
01300 - Scheduler, Maintenance	21.20
01311 - Secretary I	21.20
01312 - Secretary II	23.71
01313 - Secretary III	26.45
01320 - Service Order Dispatcher	22.80
01410 - Supply Technician	32.22
01420 - Survey Worker	21.84
01460 - Switchboard Operator/Receptionist	18.10
01531 - Travel Clerk I	18.89
01532 - Travel Clerk II	21.10
01533 - Travel Clerk III	22.89
01611 - Word Processor I	18.89
01612 - Word Processor II	21.20
01613 - Word Processor III	23.71

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.26
05010 - Automotive Electrician	27.94
05040 - Automotive Glass Installer	26.72
05070 - Automotive Worker	26.72
05110 - Mobile Equipment Servicer	24.19
05130 - Motor Equipment Metal Mechanic	29.16
05160 - Motor Equipment Metal Worker	26.72
05190 - Motor Vehicle Mechanic	29.16
05220 - Motor Vehicle Mechanic Helper	22.56
05250 - Motor Vehicle Upholstery Worker	25.40
05280 - Motor Vehicle Wrecker	26.72
05310 - Painter, Automotive	27.94

05340 - Radiator Repair Specialist	26.72
05370 - Tire Repairer	24.19
05400 - Transmission Repair Specialist	29.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.79
07041 - Cook I	21.73
07042 - Cook II	24.00
07070 - Dishwasher	15.19
07130 - Food Service Worker	17.50
07210 - Meat Cutter	22.91
07260 - Waiter/Waitress	14.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.20
09040 - Furniture Handler	15.89
09080 - Furniture Refinisher	23.20
09090 - Furniture Refinisher Helper	18.73
09110 - Furniture Repairer, Minor	21.09
09130 - Upholsterer	23.20
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.10
11060 - Elevator Operator	18.44
11090 - Gardener	26.39
11122 - Housekeeping Aide	18.44
11150 - Janitor	18.44
11210 - Laborer, Grounds Maintenance	21.34
11240 - Maid or Houseman	17.56
11260 - Pruner	19.47
11270 - Tractor Operator	24.70
11330 - Trail Maintenance Worker	21.34
11360 - Window Cleaner	20.30
12000 - Health Occupations	
12010 - Ambulance Driver	21.57
12011 - Breath Alcohol Technician	33.96
12012 - Certified Occupational Therapist Assistant	43.87
12015 - Certified Physical Therapist Assistant	34.65
12020 - Dental Assistant	28.32
12025 - Dental Hygienist	48.95
12030 - EKG Technician	51.46
12035 - Electroneurodiagnostic Technologist	51.46
12040 - Emergency Medical Technician	21.57
12071 - Licensed Practical Nurse I	30.35
12072 - Licensed Practical Nurse II	33.96
12073 - Licensed Practical Nurse III	37.87
12100 - Medical Assistant	22.38
12130 - Medical Laboratory Technician	35.41
12160 - Medical Record Clerk	20.99

12190 - Medical Record Technician	23.48
12195 - Medical Transcriptionist	30.35
12210 - Nuclear Medicine Technologist	74.64
12221 - Nursing Assistant I	16.72
12222 - Nursing Assistant II	18.80
12223 - Nursing Assistant III	20.52
12224 - Nursing Assistant IV	23.02
12235 - Optical Dispenser	23.94
12236 - Optical Technician	30.35
12250 - Pharmacy Technician	21.97
12280 - Phlebotomist	22.39
12305 - Radiologic Technologist	35.87
12311 - Registered Nurse I	30.37
12312 - Registered Nurse II	37.14
12313 - Registered Nurse II, Specialist	37.14
12314 - Registered Nurse III	44.94
12315 - Registered Nurse III, Anesthetist	44.94
12316 - Registered Nurse IV	53.88
12317 - Scheduler (Drug and Alcohol Testing)	42.07
12320 - Substance Abuse Treatment Counselor	28.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.37
13012 - Exhibits Specialist II	27.71
13013 - Exhibits Specialist III	33.90
13041 - Illustrator I	22.37
13042 - Illustrator II	27.71
13043 - Illustrator III	33.90
13047 - Librarian	30.69
13050 - Library Aide/Clerk	17.93
13054 - Library Information Technology Systems Administrator	27.71
13058 - Library Technician	22.88
13061 - Media Specialist I	19.99
13062 - Media Specialist II	22.37
13063 - Media Specialist III	24.95
13071 - Photographer I	19.99
13072 - Photographer II	22.37
13073 - Photographer III	27.71
13074 - Photographer IV	33.90
13075 - Photographer V	41.02
13090 - Technical Order Library Clerk	22.51
13110 - Video Teleconference Technician	19.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.38
14042 - Computer Operator II	23.93
14043 - Computer Operator III	26.68
14044 - Computer Operator IV	29.65
14045 - Computer Operator V	32.82

14071 - Computer Programmer I	(see 1)	22.26
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		21.38
14160 - Personal Computer Support Technician		29.65
14170 - System Support Specialist		32.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		40.03
15020 - Aircrew Training Devices Instructor (Rated)		48.44
15030 - Air Crew Training Devices Instructor (Pilot)		58.06
15050 - Computer Based Training Specialist / Instructor		40.03
15060 - Educational Technologist		37.01
15070 - Flight Instructor (Pilot)		58.06
15080 - Graphic Artist		27.44
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		58.06
15086 - Maintenance Test Pilot, Rotary Wing		58.06
15088 - Non-Maintenance Test/Co-Pilot		58.06
15090 - Technical Instructor		25.69
15095 - Technical Instructor/Course Developer		31.43
15110 - Test Proctor		20.74
15120 - Tutor		20.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.87
16030 - Counter Attendant		17.87
16040 - Dry Cleaner		20.41
16070 - Finisher, Flatwork, Machine		17.87
16090 - Presser, Hand		17.87
16110 - Presser, Machine, Drycleaning		17.87
16130 - Presser, Machine, Shirts		17.87
16160 - Presser, Machine, Wearing Apparel, Laundry		17.87
16190 - Sewing Machine Operator		21.27
16220 - Tailor		22.11
16250 - Washer, Machine		18.72
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.14
19040 - Tool And Die Maker		36.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.48
21030 - Material Coordinator		27.79

21040 - Material Expediter	27.79
21050 - Material Handling Laborer	19.36
21071 - Order Filler	17.67
21080 - Production Line Worker (Food Processing)	23.48
21110 - Shipping Packer	21.09
21130 - Shipping/Receiving Clerk	21.09
21140 - Store Worker I	17.45
21150 - Stock Clerk	23.18
21210 - Tools And Parts Attendant	23.48
21410 - Warehouse Specialist	23.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.19
23019 - Aircraft Logs and Records Technician	29.56
23021 - Aircraft Mechanic I	33.94
23022 - Aircraft Mechanic II	35.19
23023 - Aircraft Mechanic III	36.64
23040 - Aircraft Mechanic Helper	26.25
23050 - Aircraft, Painter	32.51
23060 - Aircraft Servicer	29.56
23070 - Aircraft Survival Flight Equipment Technician	32.51
23080 - Aircraft Worker	31.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	31.10
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.94
23110 - Appliance Mechanic	26.75
23120 - Bicycle Repairer	28.16
23125 - Cable Splicer	49.72
23130 - Carpenter, Maintenance	29.49
23140 - Carpet Layer	31.10
23160 - Electrician, Maintenance	29.22
23181 - Electronics Technician Maintenance I	30.31
23182 - Electronics Technician Maintenance II	31.69
23183 - Electronics Technician Maintenance III	33.08
23260 - Fabric Worker	29.56
23290 - Fire Alarm System Mechanic	27.02
23310 - Fire Extinguisher Repairer	28.16
23311 - Fuel Distribution System Mechanic	38.71
23312 - Fuel Distribution System Operator	31.83
23370 - General Maintenance Worker	25.00
23380 - Ground Support Equipment Mechanic	33.94
23381 - Ground Support Equipment Servicer	29.56
23382 - Ground Support Equipment Worker	31.10
23391 - Gunsmith I	28.16
23392 - Gunsmith II	31.10
23393 - Gunsmith III	33.94
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.52

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.65
23430 - Heavy Equipment Mechanic	31.00
23440 - Heavy Equipment Operator	30.44
23460 - Instrument Mechanic	33.94
23465 - Laboratory/Shelter Mechanic	32.51
23470 - Laborer	19.36
23510 - Locksmith	32.51
23530 - Machinery Maintenance Mechanic	35.12
23550 - Machinist, Maintenance	29.66
23580 - Maintenance Trades Helper	21.53
23591 - Metrology Technician I	33.94
23592 - Metrology Technician II	35.19
23593 - Metrology Technician III	36.64
23640 - Millwright	33.94
23710 - Office Appliance Repairer	32.51
23760 - Painter, Maintenance	23.87
23790 - Pipefitter, Maintenance	31.05
23810 - Plumber, Maintenance	29.75
23820 - Pneudraulic Systems Mechanic	33.94
23850 - Rigger	33.94
23870 - Scale Mechanic	31.10
23890 - Sheet-Metal Worker, Maintenance	26.02
23910 - Small Engine Mechanic	28.71
23931 - Telecommunications Mechanic I	37.64
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	41.90
23960 - Welder, Combination, Maintenance	30.57
23965 - Well Driller	33.94
23970 - Woodcraft Worker	33.94
23980 - Woodworker	28.16
24000 - Personal Needs Occupations	
24550 - Case Manager	22.49
24570 - Child Care Attendant	16.42
24580 - Child Care Center Clerk	20.47
24610 - Chore Aide	16.90
24620 - Family Readiness And Support Services Coordinator	22.49
24630 - Homemaker	22.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.18
25040 - Sewage Plant Operator	28.91
25070 - Stationary Engineer	30.18
25190 - Ventilation Equipment Tender	23.34
25210 - Water Treatment Plant Operator	28.91
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.55

27007 - Baggage Inspector		21.50
27008 - Corrections Officer		30.10
27010 - Court Security Officer		28.01
27030 - Detection Dog Handler		24.05
27040 - Detention Officer		30.10
27070 - Firefighter		25.31
27101 - Guard I		21.50
27102 - Guard II		24.05
27131 - Police Officer I		29.73
27132 - Police Officer II		33.03
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		18.03
28042 - Carnival Equipment Repairer		19.26
28043 - Carnival Worker		14.37
28210 - Gate Attendant/Gate Tender		21.12
28310 - Lifeguard		18.04
28350 - Park Attendant (Aide)		23.63
28510 - Recreation Aide/Health Facility Attendant		17.25
28515 - Recreation Specialist		29.27
28630 - Sports Official		18.82
28690 - Swimming Pool Operator		21.18
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		30.55
29020 - Hatch Tender		30.55
29030 - Line Handler		30.55
29041 - Stevedore I		28.92
29042 - Stevedore II		31.80
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	52.70
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	36.34
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	40.03
30021 - Archeological Technician I		21.45
30022 - Archeological Technician II		24.00
30023 - Archeological Technician III		29.72
30030 - Cartographic Technician		29.72
30040 - Civil Engineering Technician		32.25
30051 - Cryogenic Technician I		32.92
30052 - Cryogenic Technician II		36.36
30061 - Drafter/CAD Operator I		21.45
30062 - Drafter/CAD Operator II		24.00
30063 - Drafter/CAD Operator III		26.76
30064 - Drafter/CAD Operator IV		32.92
30081 - Engineering Technician I		19.84
30082 - Engineering Technician II		22.26

30083 - Engineering Technician III	24.90
30084 - Engineering Technician IV	30.85
30085 - Engineering Technician V	37.74
30086 - Engineering Technician VI	45.65
30090 - Environmental Technician	29.72
30095 - Evidence Control Specialist	29.72
30210 - Laboratory Technician	26.76
30221 - Latent Fingerprint Technician I	32.92
30222 - Latent Fingerprint Technician II	36.36
30240 - Mathematical Technician	29.72
30361 - Paralegal/Legal Assistant I	24.05
30362 - Paralegal/Legal Assistant II	29.79
30363 - Paralegal/Legal Assistant III	36.44
30364 - Paralegal/Legal Assistant IV	44.10
30375 - Petroleum Supply Specialist	36.36
30390 - Photo-Optics Technician	29.72
30395 - Radiation Control Technician	36.36
30461 - Technical Writer I	29.72
30462 - Technical Writer II	36.36
30463 - Technical Writer III	44.00
30491 - Unexploded Ordnance (UXO) Technician I	33.50
30492 - Unexploded Ordnance (UXO) Technician II	40.53
30493 - Unexploded Ordnance (UXO) Technician III	48.57
30494 - Unexploded (UXO) Safety Escort	33.50
30495 - Unexploded (UXO) Sweep Personnel	33.50
30501 - Weather Forecaster I	32.92
30502 - Weather Forecaster II	40.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 26.76
30621 - Weather Observer, Senior	(see 2) 29.72
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	40.53
31020 - Bus Aide	17.98
31030 - Bus Driver	23.60
31043 - Driver Courier	20.50
31260 - Parking and Lot Attendant	15.37
31290 - Shuttle Bus Driver	16.23
31310 - Taxi Driver	13.82
31361 - Truckdriver, Light	21.42
31362 - Truckdriver, Medium	22.77
31363 - Truckdriver, Heavy	28.47
31364 - Truckdriver, Tractor-Trailer	28.47
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.76
99030 - Cashier	15.84
99050 - Desk Clerk	17.87
99095 - Embalmer	33.50
99130 - Flight Follower	33.50

99251 - Laboratory Animal Caretaker I	17.45
99252 - Laboratory Animal Caretaker II	18.72
99260 - Marketing Analyst	35.20
99310 - Mortician	33.50
99410 - Pest Controller	28.23
99510 - Photofinishing Worker	17.60
99710 - Recycling Laborer	23.66
99711 - Recycling Specialist	27.27
99730 - Refuse Collector	22.19
99810 - Sales Clerk	17.21
99820 - School Crossing Guard	19.31
99830 - Survey Party Chief	28.09
99831 - Surveying Aide	17.10
99832 - Surveying Technician	25.55
99840 - Vending Machine Attendant	25.07
99841 - Vending Machine Repairer	29.70
99842 - Vending Machine Repairer Helper	25.07

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which

the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

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

Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.92 per hour, up to 40 hours per week, or \$236.80 per week or

\$1,026.13 per month

HEALTH & WELFARE EO 13706: \$5.42 per hour, up to 40 hours per week, or \$216.80 per week, or \$939.46 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: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

(1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;
minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).