# 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 |
|---|---|
| | 18 |

| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | M2710026Q0002 | 05 Aug 2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(No collect calls)* | 8. OFFER DUE DATE/ LOCAL TIME |
|---|---|---|---|
| | Sareena Daniels | 9104511496 | 12 Aug 2026 04:00 PM |

9. ISSUED BY CODE M27100

COMMANDING GENERAL
2D MLG II MEF, PSC 20002
CAMP LEJEUNE, NC 28542-0002
UNITED STATES
Sareena Daniels, Email: sareena.daniels@usmc.mil Telephone: 9104511496

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR
- ☒ SET ASIDE: 100 % 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): 561210

SIZE STANDARD: USD 47,000,000.00

| 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

See Continuation

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 NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | See Continuation<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

See Continuation

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: See Continuat

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 |
|---|---|---|---|
| | | | |

# Solicitation/Contract Form Continuation

26 MEU Command Post Exercise #2 (CPX2) Basic Life Support

# Continuation of Supplies or Services and Prices/Costs

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Basic Life Support - Refer to PWS<br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |

# Continuation of Description

**Requirements**
26 MEU Command Post Exercise #2 (CPX2) Basic Life Support for Organization 26th Marine Expeditionary Unit FY: 2026, AMS: M27100-26-SIMACQ-26MEU-0011

# Continuation of Packaging and Marking

# Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: Acceptance and Inspection will be conducted at MCOLF Atlantic.<br><br>DoDAAC: M20181<br>CountryCode: USA<br><br>COMMANDING OFFICER<br>26TH MEU ATTN SUPO M20181, PSC BOX 20084<br>CAMP LEJEUNE, NC 28542<br>UNITED STATES<br><br>James R. Mazolla, S-4 A<br>Email: james.r.mazzola.mil@usmc.mil<br>Telephone: 910-451-0444 |

# Continuation of Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| 0001 | Delivery Requested By<br>Delivery Date 24 Aug 2026<br><br>Period of Performance<br>From<br>24 Aug 2026<br>To<br>28 Aug 2026 | 1 Lot | Place of Performance<br>DoDAAC: M20181<br>CountryCode: USA<br>COMMANDING OFFICER<br>26TH MEU ATTN SUPO M20181, PSC BOX 20084<br>CAMP LEJEUNE, NC 28542<br>UNITED STATES<br><br>James Mazolla, S-4 A<br>Email: james.r.mazzola.mil@usmc.mil<br>Telephone: 910-451-0444 |

# Continuation of Accounting and Appropriation Data

# Contract Clauses

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-6 | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) | Mar 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | May 2024 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services. | Nov 2023 | | |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | May 2019 | | |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements. | Nov 2023 | | |

**FAR Clauses Incorporated by Full Text**

**52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)**

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

This Statement is for Information Only: It is not a Wage Determination

| Employee Class | Monetary Wage-Fringe Benefits |
|---|---|
| — | — |
| — | — |

| | |
|---|---|
| | |
| | |
| | |
| | |
| | |

(End of clause)

**52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)**

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| *Field Name in WAWF* | *Data to be entered in WAWF* |
|---|---|
| Pay Official DoDAAC | HQ0871 |
| Issue By DoDAAC | M27100 |
| | |

| | |
|---|---|
| Admin DoDAAC | ____ |
| Inspect By DoDAAC | M20181 |
| Ship To Code | ____ |
| Ship From Code | ____ |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | ____ |
| Service Acceptor (DoDAAC) | M20181 |
| Accept at Other DoDAAC | ____ |
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

SSgt Moreno, Aileen at aileen.mazariego@usmc.mil / 910-4550-2053

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

# Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

# Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

# Addendum to Contract Clauses

# Contract Clauses

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |
| 52.225-1 | Buy American-Supplies (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | Jan 2011 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 | | |
| 52.232-1 | Payments. | Apr 1984 | | |
| 52.232-11 | Extras. | Apr 1984 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.247-34 | F.o.b. Destination. | Jan 1991 | | |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | Jan 2023 | | |
| 252.204-7003 | Control of Government Personnel Work Product. | Apr 1992 | | |

# List of Contract Documents, Exhibits, or Attachments

## Attachments:

| Number | Attachment Name | Attachment Description | Reference Identifier | Date |
|---|---|---|---|---|
| 02 | Wage Determination | Wage Determination | | 30 Jul 2026 |
| 03 | PWS | Performance Work Statement | | 04 Aug 2026 |

# Solicitation Provisions

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | May 2022 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023 | | |
| 252.204-7000 | Disclosure of Information. | Oct 2016 | | |

**FAR Clauses Incorporated by Full Text**

**52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)**

INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0038)

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

# Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

# Evaluation - Commercial Products and Commercial Services

**FAR Clauses Incorporated by Full Text**

**52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)**

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(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:

Technical capability of the services offered to meet the Government's needs

Price

Past Performance

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

(c) *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)

# Addendum to Evaluation - Commercial Product and Commercial Services

# Offeror Representations and Certifications - Commercial Products and Commercial Services

# Addendum to Solicitation Provisions

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | Sep 2024 | | |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.214-34 | Submission of Offers in the English Language. | Apr 1991 | | |

**FAR Clauses Incorporated by Full Text**

**52.225-2 Buy American Certificate. (Oct 2022)**

BUY AMERICAN CERTIFICATE (OCT 2022)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes /no) |
|---|---|---|
| _____ | _____ | _____ |
| ___ | ___ | ___ |
| ___ | ___ | ___ |

| | | |
|---|---|---|
| | | |

(b) [*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. ____

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

**52.203-2 Certificate of Independent Price Determination. (Apr 1985)**

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

# Performance Work Statement (PWS)

**Command Post Exercise #2 BASIC LIFE SUPPORT**
**26th MEU Command Element**

## 1. Background

This Performance Work Statement (PWS) will be used to cover all major aspects of basic life support through Marine Corps Outlying Landing Field (MCOLF) Atlantic in support of the 26 Marine Expeditionary Unit Command Post Exercise #2.

## 2. Scope

The overall support requirement is for a billeting tent to support 200 personnel, sleeping cots, 8 floodlights, portable toilets, portable hand-washing stations, and 2 dumpsters over the span of 5 days. This also includes set-up/tear down, site cleanup, and 24/7 maintenance support of the equipment.

## 3. Performance Requirements

### 3.1 General Equipment Requirements

For all applicable equipment the contractor shall:

- Provide 24/7 maintenance support for all equipment, ensuring continuous operational efficiency and provide acknowledgement and a response plan within 2 hours of Government identification to any equipment malfunctions during the period of performance.
- Provide a singular point of contact that will coordinate comprehensive operations and maintenance support throughout the Period of Performance. That Point of Contact will ensure continuous operations and meet the 6-hour response requirement for any equipment or service discrepancies.
- Oversee the complete teardown and setup of equipment, ensuring all machinery and tools are disassembled, transported, and reassembled according to the provided specifications and safety standards.
- Conduct thorough site clean-up operations during, and after maintenance and set-up/tear-down activities to ensure a safe and organized work environment. This includes but not limited to the removal of debris, hazardous materials, and any other waste that may accumulate as a result of performance.
- Manage the delivery of water for hand-washing stations, ensuring an adequate and continuous supply to support all personnel during the specified period. There is no water point on-site that can be utilized, it must be provided by the contractor off-site.
- Coordinate the removal of grey water generated by hand-washing stations, ensuring compliance with all environmental regulations and safety protocols throughout the duration of the contract. Grey water must be disposed of off-installation, disposal on-base is not permitted. The frequency of grey water removal shall be daily.
- In the event of inclement weather and the exercise is postponed or cancelled and upon notification from only the contracting officer, the contractor shall remove all of the equipment earlier than the period of performance dictates. There will be no requirement to set all of the equipment back up.
- Within seven days of award, coordinate with the Government points of contact listed below to finalize equipment layout for the requested sites.

### 3.2 Portable Toilets

- The contractor shall provide enough capacity to accommodate 200 people for 5 days. Portable toilets must be operational by August 24th at 0800 EST and must be removed from the site NLT August 28th at 1600 EST at MCOLF Atlantic Field. Set up may begin as early as August 20th at 0800 EST.
- The contractor shall ensure portable toilets are emptied and cleaned with chemical disinfectant daily.

- Pricing must include all services related to set-up, tear down, and daily emptying and cleaning.
- The contractor shall provide enough toilet paper for 200 people to use the portable toilets for 5 days.
- The contractor shall provide at minimum (1) portable toilet per 10 people.

### 3.3 Portable Hand-Washing Stations

- The contractor shall provide enough capacity to accommodate 200 people for 5 days. Portable hand-washing stations must be operational by August 24th at 0800 EST and must be removed from the site NLT August 28th at 1600 EST at MCOLF Atlantic Field. Set up may begin as early as August 20th at 0800 EST.
- The contractor shall provide enough hand-soap for 200 people to use the hand-washing stations for 5 days.
- The contractor shall provide enough paper towels for 200 people to use the hand-washing stations for 5 days.
- The contractor shall provide at a minimum (1) hand-washing station per 10 people.

### 3.4 Floodlights

- The contractor shall provide at minimum (8) floodlights. Minimum watts equivalent shall be 4000W. Pricing shall include sustainment of fuel, delivery/pickup, and maintenance support. Locations and dates explained in section 6.

### 3.5 Tentage

- The contractor shall provide a tent structure able to accommodate (200) personnel, their personal equipment and belongings, and cots. They shall be fully setup by August 24th at 0800 EST and must be removed from the site by August 28th at 1600 EST. Location for all tent enclosures will be provided upon award.
- The contractor shall provide the necessary air conditioning and associated power generation to maintain a comfortable temperature for tents. There is no shore power connection point to utilize.
- Pricing must include all services related to power generation to include but not limited to fuel delivery and fuel.
- The contractor shall provide 200 sleeping cots to be placed inside of the tent enclosure. Tents shall have flooring capable of supporting cots, gear, tables, and chairs.
- Real square footage of the tent enclosure shall be at minimum 40 real square feet per person.
- The tent enclosures shall be capable of withstanding sustained winds up to 80 mph with proper anchoring/staking.
- Each tent enclosure will have at least two entrances.

## 4. Applicable Information and/or Documents

- **Contracting Officer's Authority:** Only a warranted Contracting Officer, acting within their delegated authority, possesses the authority to bind the Government or to make changes to the scope, quality, quantity, price, delivery schedule, or terms and conditions of this contract. Any changes directed by individuals other than the Contracting Officer will be considered unauthorized and the Contractor shall proceed at their own risk. The Government will not be liable for any costs or delays incurred by the Contractor in complying with such unauthorized direction.
- **Government Technical Point of Contact (TPOC):** TPOC contact information to be provided to the Contractor at time of award. The TPOC will notify the Contracting Officer of any proposed changes to the scope, quality, quantity, price, delivery schedule, or terms and conditions of this contract.

    - Primary POC: Provided upon award.
    - Back-up POC: Provided upon award.

## 5. Period of Performance

August 24th, 2026 – August 28th, 2026

# 6. Place of Performance

- **Floodlight Location:** Location provided upon award. Quantity (8) Operational by August 24th 0800 EST – Removal by August 28th 2359 EST at this location.
- **200 Man Tent:** Location provided upon award. Operational by August 24th 0800 EST – Removed by August 28th 1600.
- **Portable Toilets and Handwashing Stations:** Location provided upon award. Operational by August 24th 0800 EST – Removed by August 28th 1600.

# 7. Security Requirements

☒ Not applicable

# 8. Government Facility Access

- Contractors shall have access to MCOLF Atlantic.
- **Base Access Instructions For MCOLF Atlantic:**

  - To gain initial access to base, Contractors and/or Delivery Drivers must have in their possession: their contract number, delivery address, and sponsor's (TPOC) contact information.
  - **Contract Number:** M27100-26-(GIVEN AT AWARD)
  - **Sponsor/TPOC:** Provided upon award
  - **Delivery Address:** The Contractor shall deliver materials only to the designated delivery address, which shall be provided by the TPOC at the time of contract award. To facilitate entry at the MCOLF Atlantic secured entry point, the TPOC shall issue a unique mission number to the Contractor. The Contractor shall use this mission number to contact the Duty Officer to request gate access.

# 9. Performance Requirements Summary (PRS)

The following table outlines the required services, performance standards, acceptable quality levels, and the methods the government will use to assess contractor performance.

| Required Service | Performance Standard | Acceptable Quality Level (AQL) | Method of Assessment |
|---|---|---|---|
| **1. Equipment & Services Setup** | All equipment (tent, cots, toilets, hand-washing stations, floodlights) must be fully operational by August 24th at 0800 EST. | 100% of required equipment is set up and functional by the deadline. | 100% Site Inspection by Government TPOC. |
| **2. Maintenance Response (Initial)** | Acknowledge equipment malfunctions and provide a response plan within 2 hours of government notification. | 95% of responses are within the 2-hour window. | Review of communication logs (email/phone records). |
| **3. Maintenance Response (Corrective** | Resolve any equipment or service discrepancies within 6 hours of | 95% of discrepancies are resolved within the | Inspection by Government TPOC; review of maintenance |

| | | | |
|---|---|---|---|
| **Action)** | government notification. | 6-hour window. | logs. |
| **4. Portable Toilets** | Provide at least 20 toilets (1 per 10 people). Toilets must be cleaned and disinfected daily. Toilet paper must be stocked for 200 people for 5 days. | No more than one valid complaint per day regarding cleanliness or supply shortages. All toilets are serviced daily. | Daily random inspections; user feedback. |
| **5. Hand-Washing Stations** | Provide at least 20 stations (1 per 10 people). Stations must be supplied with water, hand soap, and paper towels for 200 people for 5 days. Grey water must be removed daily. | No more than one valid complaint per day regarding supply shortages. Grey water is removed each day. | Daily random inspections; user feedback. |
| **6. Tentage** | Provide a tent with flooring to accommodate 200 personnel with cots, maintaining at least 40 sq. ft. per person. Tent must have AC and power. | The tent meets all size, structural, and utility requirements as specified. The temperature is maintained at a comfortable level. | Initial site inspection; ongoing monitoring by TPOC. |
| **7. Floodlights** | Provide a minimum of 8 floodlights (4000W equivalent each), fueled and operational for the entire performance period. | All 8 floodlights are operational 100% of the required time. | Nightly inspections by Government personnel. |
| **8. Site Cleanup & Equipment Removal** | Perform thorough site cleanup. All equipment must be removed from the site by the specified deadlines (Aug 28th at 1600 EST or 2359 EST for floodlights). | The site is returned to its original condition with no debris left behind. All equipment is removed on schedule. | Final site walk-through with Government TPOC. |
| **9. Point of Contact (POC)** | Provide a singular POC for all operations and maintenance support. | A designated POC is available 24/7 throughout the period of performance. | Government verification of contact availability. |

"

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

Wage Determination No.: 2015-4401
Revision No.: 31
Date Of Last Revision: 5/13/2026

Daniel W. Simms
Director

Division of
Wage Determinations

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State: North Carolina

Area: North Carolina Counties of Beaufort, Carteret, Duplin, Greene, Lenoir and Wilson

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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 | | 16.80 |
| 01012 - Accounting Clerk II | | 18.85 |
| 01013 - Accounting Clerk III | | 21.08 |
| 01020 - Administrative Assistant | | 26.85 |
| 01035 - Court Reporter | | 21.51 |
| 01041 - Customer Service Representative I | | 15.59 |
| 01042 - Customer Service Representative II | | 17.01 |
| 01043 - Customer Service Representative III | | 19.09 |
| 01051 - Data Entry Operator I | | 16.25 |
| 01052 - Data Entry Operator II | | 17.73 |
| 01060 - Dispatcher, Motor Vehicle | | 20.43 |
| 01070 - Document Preparation Clerk | | 17.13 |
| 01090 - Duplicating Machine Operator | | 17.13 |
| 01111 - General Clerk I | | 16.04 |
| 01112 - General Clerk II | | 17.50 |
| 01113 - General Clerk III | | 19.64 |
| 01120 - Housing Referral Assistant | | 23.97 |
| 01141 - Messenger Courier | | 15.30 |
| 01191 - Order Clerk I | | 15.94 |
| 01192 - Order Clerk II | | 17.39 |
| 01261 - Personnel Assistant (Employment) I | | 19.79 |
| 01262 - Personnel Assistant (Employment) II | | 22.14 |
| 01263 - Personnel Assistant (Employment) III | | 24.67 |
| 01270 - Production Control Clerk | | 24.21 |
| 01290 - Rental Clerk | | 17.65 |
| 01300 - Scheduler, Maintenance | | 19.23 |
| 01311 - Secretary I | | 19.23 |
| 01312 - Secretary II | | 21.51 |
| 01313 - Secretary III | | 23.97 |
| 01320 - Service Order Dispatcher | | 18.26 |
| 01410 - Supply Technician | | 26.85 |
| 01420 - Survey Worker | | 17.91 |
| 01460 - Switchboard Operator/Receptionist | | 15.32 |
| 01531 - Travel Clerk I | | 17.91 |
| 01532 - Travel Clerk II | | 19.21 |
| 01533 - Travel Clerk III | | 20.41 |
| 01611 - Word Processor I | | 17.13 |
| 01612 - Word Processor II | | 19.23 |
| 01613 - Word Processor III | | 21.51 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 22.92 |
| 05010 - Automotive Electrician | | 21.01 |
| 05040 - Automotive Glass Installer | | 19.54 |
| 05070 - Automotive Worker | | 19.54 |
| 05110 - Mobile Equipment Servicer | | 17.36 |
| 05130 - Motor Equipment Metal Mechanic | | 21.68 |
| 05160 - Motor Equipment Metal Worker | | 19.54 |
| 05190 - Motor Vehicle Mechanic | | 21.68 |
| 05220 - Motor Vehicle Mechanic Helper | | 16.00 |
| 05250 - Motor Vehicle Upholstery Worker | | 17.79 |
| 05280 - Motor Vehicle Wrecker | | 19.54 |
| 05310 - Painter, Automotive | | 20.89 |
| 05340 - Radiator Repair Specialist | | 19.54 |
| 05370 - Tire Repairer | | 15.24 |
| 05400 - Transmission Repair Specialist | | 21.68 |
| 07000 - Food Preparation And Service Occupations | | |

| | | |
|---|---|---|
| 07010 - Baker | | 14.06 |
| 07041 - Cook I | | 14.45 |
| 07042 - Cook II | | 16.43 |
| 07070 - Dishwasher | | 12.22 |
| 07130 - Food Service Worker | | 13.63 |
| 07210 - Meat Cutter | | 16.88 |
| 07260 - Waiter/Waitress | | 10.57 |
| | | |
| 09000 - Furniture Maintenance And Repair Occupations | | |
| 09010 - Electrostatic Spray Painter | | 20.68 |
| 09040 - Furniture Handler | | 13.04 |
| 09080 - Furniture Refinisher | | 20.53 |
| 09090 - Furniture Refinisher Helper | | 15.59 |
| 09110 - Furniture Repairer, Minor | | 18.14 |
| 09130 - Upholsterer | | 20.53 |
| | | |
| 11000 - General Services And Support Occupations | | |
| 11030 - Cleaner, Vehicles | | 16.09 |
| 11060 - Elevator Operator | | 14.67 |
| 11090 - Gardener | | 21.59 |
| 11122 - Housekeeping Aide | | 14.67 |
| 11150 - Janitor | | 14.67 |
| 11210 - Laborer, Grounds Maintenance | | 16.73 |
| 11240 - Maid or Houseman | | 13.90 |
| 11260 - Pruner | | 15.11 |
| 11270 - Tractor Operator | | 19.90 |
| 11330 - Trail Maintenance Worker | | 16.73 |
| 11360 - Window Cleaner | | 16.18 |
| | | |
| 12000 - Health Occupations | | |
| 12010 - Ambulance Driver | | 18.38 |
| 12011 - Breath Alcohol Technician | | 25.15 |
| 12012 - Certified Occupational Therapist Assistant | | 32.92 |
| 12015 - Certified Physical Therapist Assistant | | 31.51 |
| 12020 - Dental Assistant | | 22.13 |
| 12025 - Dental Hygienist | | 40.16 |
| 12030 - EKG Technician | | 31.77 |
| 12035 - Electroneurodiagnostic Technologist | | 31.77 |
| 12040 - Emergency Medical Technician | | 18.38 |
| 12071 - Licensed Practical Nurse I | | 22.47 |
| 12072 - Licensed Practical Nurse II | | 25.15 |
| 12073 - Licensed Practical Nurse III | | 28.04 |
| 12100 - Medical Assistant | | 17.95 |
| 12130 - Medical Laboratory Technician | | 24.34 |
| 12160 - Medical Record Clerk | | 17.31 |
| 12190 - Medical Record Technician | | 19.37 |
| 12195 - Medical Transcriptionist | | 18.26 |
| 12210 - Nuclear Medicine Technologist | | 55.25 |
| 12221 - Nursing Assistant I | | 13.93 |
| 12222 - Nursing Assistant II | | 15.67 |
| 12223 - Nursing Assistant III | | 17.10 |
| 12224 - Nursing Assistant IV | | 19.19 |
| 12235 - Optical Dispenser | | 24.58 |
| 12236 - Optical Technician | | 22.47 |
| 12250 - Pharmacy Technician | | 18.15 |
| 12280 - Phlebotomist | | 17.57 |
| 12305 - Radiologic Technologist | | 29.65 |
| 12311 - Registered Nurse I | | 26.65 |
| 12312 - Registered Nurse II | | 32.59 |
| 12313 - Registered Nurse II, Specialist | | 32.59 |
| 12314 - Registered Nurse III | | 39.43 |
| 12315 - Registered Nurse III, Anesthetist | | 39.43 |
| 12316 - Registered Nurse IV | | 47.27 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 31.15 |
| 12320 - Substance Abuse Treatment Counselor | | 24.59 |
| | | |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 20.54 |
| 13012 - Exhibits Specialist II | | 25.43 |
| 13013 - Exhibits Specialist III | | 31.12 |
| 13041 - Illustrator I | | 20.54 |
| 13042 - Illustrator II | | 25.43 |
| 13043 - Illustrator III | | 31.12 |
| 13047 - Librarian | | 28.17 |
| 13050 - Library Aide/Clerk | | 14.80 |
| 13054 - Library Information Technology Systems Administrator | | 25.43 |
| 13058 - Library Technician | | 17.74 |
| 13061 - Media Specialist I | | 18.35 |
| 13062 - Media Specialist II | | 20.54 |
| 13063 - Media Specialist III | | 22.88 |
| 13071 - Photographer I | | 18.35 |
| 13072 - Photographer II | | 20.54 |
| 13073 - Photographer III | | 25.43 |
| 13074 - Photographer IV | | 31.12 |
| 13075 - Photographer V | | 37.64 |
| 13090 - Technical Order Library Clerk | | 18.58 |
| 13110 - Video Teleconference Technician | | 18.35 |
| | | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 20.23 |
| 14042 - Computer Operator II | | 22.63 |
| 14043 - Computer Operator III | | 25.23 |
| 14044 - Computer Operator IV | | 28.03 |
| 14045 - Computer Operator V | | 31.04 |
| 14071 - Computer Programmer I | (see 1) | 23.89 |
| 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 | | 20.23 |
| 14160 - Personal Computer Support Technician | | 28.03 |
| 14170 - System Support Specialist | | 31.04 |
| | | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 34.46 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 41.69 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 49.98 |
| 15050 - Computer Based Training Specialist / Instructor | | 34.46 |
| 15060 - Educational Technologist | | 28.07 |
| 15070 - Flight Instructor (Pilot) | | 49.98 |
| 15080 - Graphic Artist | | 23.57 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 49.98 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 49.98 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 49.98 |
| 15090 - Technical Instructor | | 20.46 |
| 15095 - Technical Instructor/Course Developer | | 25.02 |
| 15110 - Test Proctor | | 16.52 |
| 15120 - Tutor | | 16.52 |
| | | |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.65 |
| 16030 - Counter Attendant | | 10.65 |
| 16040 - Dry Cleaner | | 13.03 |
| 16070 - Finisher, Flatwork, Machine | | 10.65 |
| 16090 - Presser, Hand | | 10.65 |
| 16110 - Presser, Machine, Drycleaning | | 10.65 |
| 16130 - Presser, Machine, Shirts | | 10.65 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.65 |
| 16190 - Sewing Machine Operator | | 13.87 |
| 16220 - Tailor | | 14.70 |
| 16250 - Washer, Machine | | 11.43 |
| | | |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 24.46 |
| 19040 - Tool And Die Maker | | 29.91 |
| | | |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 18.93 |
| 21030 - Material Coordinator | | 24.21 |
| 21040 - Material Expediter | | 24.21 |
| 21050 - Material Handling Laborer | | 16.44 |
| 21071 - Order Filler | | 15.03 |
| 21080 - Production Line Worker (Food Processing) | | 18.93 |
| 21110 - Shipping Packer | | 17.71 |
| 21130 - Shipping/Receiving Clerk | | 17.71 |
| 21140 - Store Worker I | | 15.20 |
| 21150 - Stock Clerk | | 20.51 |
| 21210 - Tools And Parts Attendant | | 18.93 |
| 21410 - Warehouse Specialist | | 18.93 |
| | | |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 36.75 |
| 23019 - Aircraft Logs and Records Technician | | 29.15 |
| 23021 - Aircraft Mechanic I | | 34.89 |
| 23022 - Aircraft Mechanic II | | 36.75 |
| 23023 - Aircraft Mechanic III | | 38.56 |
| 23040 - Aircraft Mechanic Helper | | 25.12 |
| 23050 - Aircraft, Painter | | 33.00 |
| 23060 - Aircraft Servicer | | 29.15 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 33.00 |
| 23080 - Aircraft Worker | | 31.05 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 31.05 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | | 34.89 |
| 23110 - Appliance Mechanic | | 22.15 |
| 23120 - Bicycle Repairer | | 21.85 |
| 23125 - Cable Splicer | | 34.32 |
| 23130 - Carpenter, Maintenance | | 21.00 |
| 23140 - Carpet Layer | | 24.95 |
| 23160 - Electrician, Maintenance | | 24.56 |
| 23181 - Electronics Technician Maintenance I | | 34.37 |
| 23182 - Electronics Technician Maintenance II | | 36.59 |
| 23183 - Electronics Technician Maintenance III | | 38.60 |
| 23260 - Fabric Worker | | 23.43 |
| 23290 - Fire Alarm System Mechanic | | 28.01 |
| 23310 - Fire Extinguisher Repairer | | 21.85 |
| 23311 - Fuel Distribution System Mechanic | | 26.27 |
| 23312 - Fuel Distribution System Operator | | 20.46 |
| 23370 - General Maintenance Worker | | 20.83 |
| 23380 - Ground Support Equipment Mechanic | | 34.89 |
| 23381 - Ground Support Equipment Servicer | | 29.15 |
| 23382 - Ground Support Equipment Worker | | 31.05 |
| 23391 - Gunsmith I | | 21.85 |
| 23392 - Gunsmith II | | 24.95 |
| 23393 - Gunsmith III | | 28.01 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | | 23.42 |
| 23411 - Heating, Ventilation And Air Contidioning | | |

| | | |
|---|---|---|
| Mechanic (Research Facility) | | 24.67 |
| 23430 - Heavy Equipment Mechanic | | 27.24 |
| 23440 - Heavy Equipment Operator | | 22.44 |
| 23460 - Instrument Mechanic | | 28.01 |
| 23465 - Laboratory/Shelter Mechanic | | 26.52 |
| 23470 - Laborer | | 16.44 |
| 23510 - Locksmith | | 26.52 |
| 23530 - Machinery Maintenance Mechanic | | 28.88 |
| 23550 - Machinist, Maintenance | | 26.43 |
| 23580 - Maintenance Trades Helper | | 16.58 |
| 23591 - Metrology Technician I | | 28.01 |
| 23592 - Metrology Technician II | | 29.50 |
| 23593 - Metrology Technician III | | 30.96 |
| 23640 - Millwright | | 31.42 |
| 23710 - Office Appliance Repairer | | 22.25 |
| 23760 - Painter, Maintenance | | 20.01 |
| 23790 - Pipefitter, Maintenance | | 23.94 |
| 23810 - Plumber, Maintenance | | 22.63 |
| 23820 - Pneudraulic Systems Mechanic | | 28.01 |
| 23850 - Rigger | | 28.01 |
| 23870 - Scale Mechanic | | 24.95 |
| 23890 - Sheet-Metal Worker, Maintenance | | 24.44 |
| 23910 - Small Engine Mechanic | | 20.17 |
| 23931 - Telecommunications Mechanic I | | 30.04 |
| 23932 - Telecommunications Mechanic II | | 31.65 |
| 23950 - Telephone Lineman | | 25.77 |
| 23960 - Welder, Combination, Maintenance | | 23.99 |
| 23965 - Well Driller | | 28.01 |
| 23970 - Woodcraft Worker | | 28.01 |
| 23980 - Woodworker | | 21.85 |
| | | |
| 24000 - Personal Needs Occupations | | |
| 24550 - Case Manager | | 19.73 |
| 24570 - Child Care Attendant | | 13.44 |
| 24580 - Child Care Center Clerk | | 16.77 |
| 24610 - Chore Aide | | 13.42 |
| 24620 - Family Readiness And Support Services Coordinator | | 19.73 |
| 24630 - Homemaker | | 19.73 |
| | | |
| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | | 25.44 |
| 25040 - Sewage Plant Operator | | 22.71 |
| 25070 - Stationary Engineer | | 25.44 |
| 25190 - Ventilation Equipment Tender | | 18.26 |
| 25210 - Water Treatment Plant Operator | | 22.71 |
| | | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | | 18.60 |
| 27007 - Baggage Inspector | | 16.37 |
| 27008 - Corrections Officer | | 21.98 |
| 27010 - Court Security Officer | | 21.09 |
| 27030 - Detection Dog Handler | | 18.30 |
| 27040 - Detention Officer | | 21.98 |
| 27070 - Firefighter | | 18.65 |
| 27101 - Guard I | | 16.37 |
| 27102 - Guard II | | 18.30 |
| 27131 - Police Officer I | | 23.93 |
| 27132 - Police Officer II | | 26.60 |
| | | |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | | 13.72 |
| 28042 - Carnival Equipment Repairer | | 14.88 |
| 28043 - Carnival Worker | | 10.42 |
| 28210 - Gate Attendant/Gate Tender | | 19.14 |
| 28310 - Lifeguard | | 12.47 |
| 28350 - Park Attendant (Aide) | | 21.41 |
| 28510 - Recreation Aide/Health Facility Attendant | | 15.63 |
| 28515 - Recreation Specialist | | 26.52 |
| 28630 - Sports Official | | 17.05 |
| 28690 - Swimming Pool Operator | | 18.94 |
| | | |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 31.85 |
| 29020 - Hatch Tender | | 31.85 |
| 29030 - Line Handler | | 31.85 |
| 29041 - Stevedore I | | 29.90 |
| 29042 - Stevedore II | | 33.85 |
| | | |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 48.11 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 33.18 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 36.53 |
| 30021 - Archeological Technician I | | 19.78 |
| 30022 - Archeological Technician II | | 22.13 |
| 30023 - Archeological Technician III | | 27.42 |
| 30030 - Cartographic Technician | | 27.42 |
| 30040 - Civil Engineering Technician | | 29.35 |
| 30051 - Cryogenic Technician I | | 30.37 |
| 30052 - Cryogenic Technician II | | 33.54 |
| 30061 - Drafter/CAD Operator I | | 19.78 |
| 30062 - Drafter/CAD Operator II | | 22.13 |
| 30063 - Drafter/CAD Operator III | | 24.68 |
| 30064 - Drafter/CAD Operator IV | | 30.37 |
| 30081 - Engineering Technician I | | 18.92 |

| | | |
|---|---|---|
| 30082 - Engineering Technician II | | 21.25 |
| 30083 - Engineering Technician III | | 23.78 |
| 30084 - Engineering Technician IV | | 29.45 |
| 30085 - Engineering Technician V | | 36.04 |
| 30086 - Engineering Technician VI | | 43.58 |
| 30090 - Environmental Technician | | 21.48 |
| 30095 - Evidence Control Specialist | | 27.42 |
| 30210 - Laboratory Technician | | 24.79 |
| 30221 - Latent Fingerprint Technician I | | 30.37 |
| 30222 - Latent Fingerprint Technician II | | 33.54 |
| 30240 - Mathematical Technician | | 27.42 |
| 30361 - Paralegal/Legal Assistant I | | 22.32 |
| 30362 - Paralegal/Legal Assistant II | | 27.65 |
| 30363 - Paralegal/Legal Assistant III | | 33.83 |
| 30364 - Paralegal/Legal Assistant IV | | 40.92 |
| 30375 - Petroleum Supply Specialist | | 33.54 |
| 30390 - Photo-Optics Technician | | 27.42 |
| 30395 - Radiation Control Technician | | 33.54 |
| 30461 - Technical Writer I | | 28.91 |
| 30462 - Technical Writer II | | 35.36 |
| 30463 - Technical Writer III | | 42.78 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 30.58 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 37.00 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 44.34 |
| 30494 - Unexploded (UXO) Safety Escort | | 30.58 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 30.58 |
| 30501 - Weather Forecaster I | | 30.37 |
| 30502 - Weather Forecaster II | | 36.94 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 24.68 |
| 30621 - Weather Observer, Senior | (see 2) | 27.42 |
| | | |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 37.00 |
| 31020 - Bus Aide | | 11.41 |
| 31030 - Bus Driver | | 16.48 |
| 31043 - Driver Courier | | 16.15 |
| 31260 - Parking and Lot Attendant | | 14.50 |
| 31290 - Shuttle Bus Driver | | 13.64 |
| 31310 - Taxi Driver | | 12.95 |
| 31361 - Truckdriver, Light | | 17.52 |
| 31362 - Truckdriver, Medium | | 18.74 |
| 31363 - Truckdriver, Heavy | | 22.92 |
| 31364 - Truckdriver, Tractor-Trailer | | 22.92 |
| | | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 18.04 |
| 99030 - Cashier | | 12.23 |
| 99050 - Desk Clerk | | 13.72 |
| 99095 - Embalmer | | 35.83 |
| 99130 - Flight Follower | | 30.58 |
| 99251 - Laboratory Animal Caretaker I | | 17.16 |
| 99252 - Laboratory Animal Caretaker II | | 18.62 |
| 99260 - Marketing Analyst | | 30.10 |
| 99310 - Mortician | | 35.83 |
| 99410 - Pest Controller | | 18.17 |
| 99510 - Photofinishing Worker | | 16.07 |
| 99710 - Recycling Laborer | | 15.80 |
| 99711 - Recycling Specialist | | 18.92 |
| 99730 - Refuse Collector | | 14.34 |
| 99810 - Sales Clerk | | 14.36 |
| 99820 - School Crossing Guard | | 16.94 |
| 99830 - Survey Party Chief | | 29.12 |
| 99831 - Surveying Aide | | 17.24 |
| 99832 - Surveying Technician | | 23.62 |
| 99840 - Vending Machine Attendant | | 18.16 |
| 99841 - Vending Machine Repairer | | 22.43 |
| 99842 - Vending Machine Repairer Helper | | 18.16 |

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 cor
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 8 years, and 4 weeks after 20 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))."""