SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
1162209	1	29

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1232SA26Q0243	06/25/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	KERRIE HODGES		07/17/2026 1700 CD

9. ISSUED BY — CODE ARS-1232SA

USDA ARS ACQUISITION AND PROPERTY D
5601 SUNNYSIDE AVENUE
RM 3-2102
BELTSVILLE MD 20705

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238210

SIZE STANDARD: $19

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
☒ SEE SCHEDULE		☐	14. METHOD OF SOLICITATION: ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE ARS-127B20

SEA SUGARCANE RESEARCH
5883 USDA ROAD
HOUMA LA 70360

16. ADMINISTERED BY — CODE ARS-1232SA

USDA ARS ACQUISITION AND PROPERTY D
5601 SUNNYSIDE AVENUE
RM 3-2102
BELTSVILLE MD 20705

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY — CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contracting Officer: Amber Sampson Contract Specialist: Kerrie Hodges, kerrie.hodges@usda.gov Delivery: 09/30/2026 Period of Performance: 08/01/2026 to 09/30/2026				
0001	Damper Actuator GNP191.1P or equal Product/Service Code: 4140 Product/Service Description: FANS, AIR CIRCULATORS, AND BLOWER EQUIPMENT Continued ...	1	EA		

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		AMBER M. SAMPSON	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Damper Actuator GCA-166.U or equal Product/Service Code: 4140 Product/Service Description: FANS, AIR CIRCULATORS, AND BLOWER EQUIPMENT	1	EA		
0003	Sash Sensor 546-00492 or equal Product/Service Code: 4140 Product/Service Description: FANS, AIR CIRCULATORS, AND BLOWER EQUIPMENT	1	EA		
0004	Labor to replace actuators for the exhaust fans 6 and 7 at the Ardoyne farm headhouse. Product/Service Code: J045 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 07/15/2026 to 09/30/2026	1	JC		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

Replace Actuators on Two Exhaust Fans
1232SA26Q0243

Statement of Requirement
The USDA, ARS, Sugarcane Research Unit requires replacement of actuators for Exhaust Fans 6 and 7 at the Ardoyne farm headhouse as detailed in the attached Statement of Work (SOW). This work will be completed at 501 Bull Run Road, Schriever, LA 70395.

Schedule of Items

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0001	Damper Actuator GNP191.1P or equal	1	EA		
0002	Damper Actuator GCA-166.U or equal	1	EA		
0003	Sash Sensor 546-00492 or equal	1	EA		
0004	Labor	1	Job		
			TOTAL		

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions
The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998
This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)

52.240-91 Security Prohibitions and Exclusions (Nov 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

Employee Class	Monetary Wage -- Fringe Benefits
Electronics Technician Maintenance II	$38.45

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.225-1 Buy American-Supplies (Nov 2025)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

Other Applicable Clauses

52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)

(a) By entering into this contract, the contractor certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting

Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

Solicitation Information

Award Type

It is anticipated that a Firm-Fixed Price Purchase Order will be awarded as a result of this synopsis/solicitation.

Evaluation and Basis for Award

Evaluation Criteria

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

Price: Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror shall provide pricing as requested on page 3 of this solicitation. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Technical Acceptability: The United States Department of Agriculture (USDA) has a requirement for the following items on a brand name or equal basis.

- Siemens GNP191.1P – Salient Characteristics: Fail Safe, 53 lb-in, 2-sec., 24Vac/dc, universal control signal (two-position, floating, 0-10Vdc/2-10Vdc, 4-20mA/0-20mA.

- Siemens GCA-166.U – Salient Characteristics: OpenAir GCA Series Electric Damper Actuator, rotary, spring return, 160 lb-in (18 Nm), 24 Vac/dc, 0 to 10 Vdc control, 90 sec run time, dual auxiliary switches

- Siemens 546-00492 – Salient Characteristics: Horizontal Uni-trak Top Assembly 52 IN

Offeror's providing "or equal" items shall include in their quotation descriptive literature such as illustrations, drawings, or a clear reference, such as a web site to information readily available to the Contracting Officer showing that the items being quoted meets all salient characteristics. Merely stating that the items meet is not acceptable. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
The Technical capability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". To be considered technically acceptable, the quoted product must:
1. Meet or exceed all salient characteristics of the brand name product as specified in the solicitation.
2. Be clearly identified by brand name, make, and model number, or identified as an "equal" product.
3. Include sufficient descriptive literature or documentation (e.g., product specifications, datasheets, or brochures) to demonstrate how the proposed product meets or exceeds the required salient characteristics.
4. Be available for delivery within the timeframe specified in the solicitation.
Failure to provide adequate documentation or to meet the required salient characteristics will result in a determination of technical unacceptability, and the quotation will not be considered for award.

Past Performance:
The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. Past Performance will be evaluated using the following rating system:
• Acceptable: The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.
• Neutral: Offeror does not have a past performance record.
• Unacceptable: The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Evaluation Method:
The Government will evaluate quotations based on the lowest price technically acceptable criteria. Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest price, technically acceptable offer with acceptable or neutral past performance is identified.

Delivery Information

F.o.b. destination, is requested as the F.O.B. point for all deliverables.

Replace Actuators on Two Exhaust Fans
1232SA26Q0243

All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.

The USDA requires delivery of all items by 9/30/2026. Early deliveries will be accepted.

Shipping Instructions:
Items shall be shipped to the following address:
USDA-ARS-Sugarcane Research Unit
501 Bull Run Road
Schriever, LA 70395

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)
FAR 52.212-1 is amended as follows:

Period for acceptance of offers.
The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions
Questions shall be submitted via email to kerrie.hodges@usda.gov and are due no later than 7/7/2026, at 5:00 PM CDT. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

☒ 52.225-2 Buy American Certificate (Oct 2022)

AGAR Provisions

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

(a) By submission of its offer, the offeror certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

452.211-70 Brand Name or Equal (May 2026)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient

physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristics specified in this solicitation;

(2) Clearly identify the item by-

i. Brand name, if any; and

ii. Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make to a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror must provide the brand name product referenced in the solicitation.

(End of provision)

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest
If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

STATEMENT OF WORK

Background

- The USDA, ARS, Sugarcane Research Unit is currently in need of replacement of existing actuators with new actuators for Exhaust Fans 6 and 7 at the Ardoyne farm headhouse. This work will be completed at 501 Bull Run Road, Schriever, LA 70395.

Scope

- The contractor shall provide all labor, parts and materials for replacement of existing actuators with new actuators.

Tasks or Requirements

- The contractor shall replace (2) existing actuators with new actuators for Exhaust Fans 6 and 7.
    - Actuators part number: GNP191.1P and GCA-166.U (or equal) that will integrate fully with the existing Desigo software.
        - Siemens GNP191.1P – or equal -- Fail Safe, 53 lb-in, 2-sec., 24Vac/dc, universal control signal (two-position, floating, 0-10Vdc/2-10Vdc, 4-20mA/0-20mA.
        - Siemens GCA-166.U or equal -- OpenAir GCA Series Electric Damper Actuator, rotary, spring return, 160 lb-in (18 Nm), 24 Vac/dc, 0 to 10 Vdc control, 90 sec run time, dual auxiliary switches
        - Siemens 546-00492 or equal-- HORIZ UNI-TRAK TOP ASSY 52 IN
- Arrive and check in with POC
- LOTO (Lock-Out, Tag-Out) main shut off power
- Disconnect electrical for (2) existing actuators
- Remove (2) existing actuators
- Install (2) new actuators
- Reconnect electrical for (2) new actuators
- Check Desigo (the building controls software) to make sure everything is correctly communicating on the front-end
- Verify operation of (2) new actuators
- Clean material and trash from site after completion of work
- Services will be completed in accordance with all applicable federal laws and regulations.
- All parts must be made in America

Deliverables or Delivery Schedule

- All services shall be between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday

Place of Performance

- The work will be performed at the USDA, ARS, Sugarcane Research Unit, Ardoyne farm, 501 Bull Run Road, Schriever, LA 70395. Access into federal buildings is restricted as stated in 41 CFR and USDA Departmental Regulation 1650-001. All visitors must be escorted at all times. https://www.ecfr.gov/current/title-41/subtitle-C/chapter-102/subchapter-C/part-102-74 , https://www.usda.gov/directives/dr-1650-001

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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.: 2015-5179 Revision No.: 30 Date Of Last Revision: 5/13/2026

State: Louisiana

Area: Louisiana Counties of Lafourche and Terrebonne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.11
01012 - Accounting Clerk II		18.09
01013 - Accounting Clerk III		20.23
01020 - Administrative Assistant		24.04
01035 - Court Reporter		19.08
01041 - Customer Service Representative I		15.37
01042 - Customer Service Representative II		16.77
01043 - Customer Service Representative III		18.82
01051 - Data Entry Operator I		14.89
01052 - Data Entry Operator II		16.25
01060 - Dispatcher, Motor Vehicle		22.82
01070 - Document Preparation Clerk		15.15
01090 - Duplicating Machine Operator		15.15
01111 - General Clerk I		14.06

01112 - General Clerk II	15.34
01113 - General Clerk III	17.22
01120 - Housing Referral Assistant	21.88
01141 - Messenger Courier	14.07
01191 - Order Clerk I	14.69
01192 - Order Clerk II	16.58
01261 - Personnel Assistant (Employment) I	17.75
01262 - Personnel Assistant (Employment) II	19.93
01263 - Personnel Assistant (Employment) III	22.13
01270 - Production Control Clerk	27.73
01290 - Rental Clerk	15.52
01300 - Scheduler, Maintenance	17.56
01311 - Secretary I	17.56
01312 - Secretary II	19.49
01313 - Secretary III	21.88
01320 - Service Order Dispatcher	20.40
01410 - Supply Technician	24.04
01420 - Survey Worker	15.86
01460 - Switchboard Operator/Receptionist	14.50
01531 - Travel Clerk I	15.15
01532 - Travel Clerk II	17.00
01533 - Travel Clerk III	19.02
01611 - Word Processor I	15.15
01612 - Word Processor II	17.00
01613 - Word Processor III	19.02
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.21
05010 - Automotive Electrician	20.02
05040 - Automotive Glass Installer	18.60
05070 - Automotive Worker	18.60
05110 - Mobile Equipment Servicer	15.81
05130 - Motor Equipment Metal Mechanic	21.40
05160 - Motor Equipment Metal Worker	18.60
05190 - Motor Vehicle Mechanic	21.40
05220 - Motor Vehicle Mechanic Helper	14.39
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	18.60
05310 - Painter, Automotive	20.02
05340 - Radiator Repair Specialist	18.60
05370 - Tire Repairer	16.10
05400 - Transmission Repair Specialist	21.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.15
07041 - Cook I	12.79
07042 - Cook II	15.05
07070 - Dishwasher	10.87
07130 - Food Service Worker	10.64
07210 - Meat Cutter	15.95
07260 - Waiter/Waitress	10.32

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 24.66
09040 - Furniture Handler 14.28
09080 - Furniture Refinisher 24.66
09090 - Furniture Refinisher Helper 17.72
09110 - Furniture Repairer, Minor 21.19
09130 - Upholsterer 24.66

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 15.27
11060 - Elevator Operator 14.19
11090 - Gardener 21.15
11122 - Housekeeping Aide 11.68
11150 - Janitor 11.68
11210 - Laborer, Grounds Maintenance 15.52
11240 - Maid or Houseman 10.92
11260 - Pruner 13.65
11270 - Tractor Operator 19.25
11330 - Trail Maintenance Worker 15.52
11360 - Window Cleaner 13.29

12000 - Health Occupations
12010 - Ambulance Driver 16.93
12011 - Breath Alcohol Technician 21.75
12012 - Certified Occupational Therapist Assistant 32.91
12015 - Certified Physical Therapist Assistant 31.77
12020 - Dental Assistant 18.24
12025 - Dental Hygienist 38.93
12030 - EKG Technician 30.72
12035 - Electroneurodiagnostic Technologist 30.72
12040 - Emergency Medical Technician 16.93
12071 - Licensed Practical Nurse I 19.44
12072 - Licensed Practical Nurse II 21.75
12073 - Licensed Practical Nurse III 24.24
12100 - Medical Assistant 15.80
12130 - Medical Laboratory Technician 29.36
12160 - Medical Record Clerk 17.22
12190 - Medical Record Technician 19.26
12195 - Medical Transcriptionist 19.44
12210 - Nuclear Medicine Technologist 47.79
12221 - Nursing Assistant I 14.07
12222 - Nursing Assistant II 15.83
12223 - Nursing Assistant III 17.28
12224 - Nursing Assistant IV 19.39
12235 - Optical Dispenser 16.64
12236 - Optical Technician 19.44
12250 - Pharmacy Technician 18.18
12280 - Phlebotomist 17.02
12305 - Radiologic Technologist 29.39
12311 - Registered Nurse I 28.58

12312 - Registered Nurse II		34.95
12313 - Registered Nurse II, Specialist		34.95
12314 - Registered Nurse III		42.29
12315 - Registered Nurse III, Anesthetist		42.29
12316 - Registered Nurse IV		50.70
12317 - Scheduler (Drug and Alcohol Testing)		26.94
12320 - Substance Abuse Treatment Counselor		21.38
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.55
13012 - Exhibits Specialist II		26.70
13013 - Exhibits Specialist III		32.65
13041 - Illustrator I		21.55
13042 - Illustrator II		26.70
13043 - Illustrator III		32.65
13047 - Librarian		29.57
13050 - Library Aide/Clerk		17.17
13054 - Library Information Technology Systems Administrator		26.70
13058 - Library Technician		17.53
13061 - Media Specialist I		19.27
13062 - Media Specialist II		21.55
13063 - Media Specialist III		24.02
13071 - Photographer I		19.27
13072 - Photographer II		21.55
13073 - Photographer III		26.70
13074 - Photographer IV		32.65
13075 - Photographer V		39.50
13090 - Technical Order Library Clerk		21.55
13110 - Video Teleconference Technician		19.27
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.61
14042 - Computer Operator II		20.82
14043 - Computer Operator III		23.22
14044 - Computer Operator IV		25.80
14045 - Computer Operator V		28.57
14071 - Computer Programmer I	(see 1)	23.96
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		18.61
14160 - Personal Computer Support Technician		25.80
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.07

15020 - Aircrew Training Devices Instructor (Rated) 37.59
15030 - Air Crew Training Devices Instructor (Pilot) 45.05
15050 - Computer Based Training Specialist / Instructor 31.07
15060 - Educational Technologist 29.91
15070 - Flight Instructor (Pilot) 45.05
15080 - Graphic Artist 26.06
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 45.05
15086 - Maintenance Test Pilot, Rotary Wing 45.05
15088 - Non-Maintenance Test/Co-Pilot 45.05
15090 - Technical Instructor 25.57
15095 - Technical Instructor/Course Developer 31.28
15110 - Test Proctor 20.65
15120 - Tutor 20.65

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 11.69
16030 - Counter Attendant 11.69
16040 - Dry Cleaner 13.54
16070 - Finisher, Flatwork, Machine 11.69
16090 - Presser, Hand 11.69
16110 - Presser, Machine, Drycleaning 11.69
16130 - Presser, Machine, Shirts 11.69
16160 - Presser, Machine, Wearing Apparel, Laundry 11.69
16190 - Sewing Machine Operator 14.34
16220 - Tailor 15.19
16250 - Washer, Machine 12.22

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 25.65
19040 - Tool And Die Maker 32.84

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.26
21030 - Material Coordinator 27.73
21040 - Material Expediter 27.73
21050 - Material Handling Laborer 15.26
21071 - Order Filler 14.95
21080 - Production Line Worker (Food Processing) 19.26
21110 - Shipping Packer 19.75
21130 - Shipping/Receiving Clerk 19.75
21140 - Store Worker I 11.86
21150 - Stock Clerk 17.57
21210 - Tools And Parts Attendant 19.26
21410 - Warehouse Specialist 19.26

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 38.99
23019 - Aircraft Logs and Records Technician 29.37
23021 - Aircraft Mechanic I 36.59

23022 - Aircraft Mechanic II	38.99
23023 - Aircraft Mechanic III	41.37
23040 - Aircraft Mechanic Helper	24.56
23050 - Aircraft, Painter	33.95
23060 - Aircraft Servicer	29.37
23070 - Aircraft Survival Flight Equipment Technician	33.95
23080 - Aircraft Worker	31.75
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	31.75
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.59
23110 - Appliance Mechanic	25.65
23120 - Bicycle Repairer	20.24
23125 - Cable Splicer	30.14
23130 - Carpenter, Maintenance	23.09
23140 - Carpet Layer	23.83
23160 - Electrician, Maintenance	28.55
23181 - Electronics Technician Maintenance I	35.71
23182 - Electronics Technician Maintenance II	38.45
23183 - Electronics Technician Maintenance III	41.15
23260 - Fabric Worker	22.04
23290 - Fire Alarm System Mechanic	27.45
23310 - Fire Extinguisher Repairer	20.24
23311 - Fuel Distribution System Mechanic	27.45
23312 - Fuel Distribution System Operator	20.24
23370 - General Maintenance Worker	20.48
23380 - Ground Support Equipment Mechanic	36.59
23381 - Ground Support Equipment Servicer	29.37
23382 - Ground Support Equipment Worker	31.75
23391 - Gunsmith I	20.24
23392 - Gunsmith II	23.83
23393 - Gunsmith III	27.45
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.15
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	32.13
23430 - Heavy Equipment Mechanic	28.98
23440 - Heavy Equipment Operator	23.80
23460 - Instrument Mechanic	27.45
23465 - Laboratory/Shelter Mechanic	25.65
23470 - Laborer	15.26
23510 - Locksmith	25.65
23530 - Machinery Maintenance Mechanic	30.15
23550 - Machinist, Maintenance	26.39
23580 - Maintenance Trades Helper	16.93
23591 - Metrology Technician I	27.45
23592 - Metrology Technician II	29.25
23593 - Metrology Technician III	31.05
23640 - Millwright	28.57
23710 - Office Appliance Repairer	25.65

23760 - Painter, Maintenance 22.50
23790 - Pipefitter, Maintenance 28.28
23810 - Plumber, Maintenance 26.42
23820 - Pneudraulic Systems Mechanic 27.45
23850 - Rigger 18.57
23870 - Scale Mechanic 23.83
23890 - Sheet-Metal Worker, Maintenance 27.06
23910 - Small Engine Mechanic 23.83
23931 - Telecommunications Mechanic I 31.61
23932 - Telecommunications Mechanic II 33.69
23950 - Telephone Lineman 26.22
23960 - Welder, Combination, Maintenance 26.72
23965 - Well Driller 27.45
23970 - Woodcraft Worker 27.45
23980 - Woodworker 20.24

24000 - Personal Needs Occupations
24550 - Case Manager 17.98
24570 - Child Care Attendant 10.62
24580 - Child Care Center Clerk 13.24
24610 - Chore Aide 10.49
24620 - Family Readiness And Support Services Coordinator 17.98
24630 - Homemaker 17.98

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 23.34
25040 - Sewage Plant Operator 20.80
25070 - Stationary Engineer 23.34
25190 - Ventilation Equipment Tender 15.67
25210 - Water Treatment Plant Operator 20.80

27000 - Protective Service Occupations
27004 - Alarm Monitor 18.06
27007 - Baggage Inspector 13.53
27008 - Corrections Officer 19.05
27010 - Court Security Officer 18.61
27030 - Detection Dog Handler 15.13
27040 - Detention Officer 19.05
27070 - Firefighter 18.00
27101 - Guard I 13.53
27102 - Guard II 15.13
27131 - Police Officer I 21.23
27132 - Police Officer II 23.60

28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.94
28042 - Carnival Equipment Repairer 14.22
28043 - Carnival Worker 9.18
28210 - Gate Attendant/Gate Tender 16.42
28310 - Lifeguard 14.64

28350 - Park Attendant (Aide)		18.38
28510 - Recreation Aide/Health Facility Attendant		13.41
28515 - Recreation Specialist		22.76
28630 - Sports Official		14.63
28690 - Swimming Pool Operator		21.58
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		28.04
29020 - Hatch Tender		28.04
29030 - Line Handler		28.04
29041 - Stevedore I		25.93
29042 - Stevedore II		30.18
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		19.63
30022 - Archeological Technician II		21.96
30023 - Archeological Technician III		27.09
30030 - Cartographic Technician		27.22
30040 - Civil Engineering Technician		26.89
30051 - Cryogenic Technician I		29.78
30052 - Cryogenic Technician II		32.90
30061 - Drafter/CAD Operator I		19.63
30062 - Drafter/CAD Operator II		21.96
30063 - Drafter/CAD Operator III		24.49
30064 - Drafter/CAD Operator IV		30.13
30081 - Engineering Technician I		16.70
30082 - Engineering Technician II		18.74
30083 - Engineering Technician III		20.96
30084 - Engineering Technician IV		25.97
30085 - Engineering Technician V		31.77
30086 - Engineering Technician VI		38.43
30090 - Environmental Technician		26.89
30095 - Evidence Control Specialist		26.89
30210 - Laboratory Technician		27.32
30221 - Latent Fingerprint Technician I		29.78
30222 - Latent Fingerprint Technician II		32.90
30240 - Mathematical Technician		27.22
30361 - Paralegal/Legal Assistant I		23.51
30362 - Paralegal/Legal Assistant II		29.12
30363 - Paralegal/Legal Assistant III		35.61
30364 - Paralegal/Legal Assistant IV		43.09
30375 - Petroleum Supply Specialist		32.90
30390 - Photo-Optics Technician		27.22
30395 - Radiation Control Technician		32.90
30461 - Technical Writer I		26.89

30462 - Technical Writer II		32.90
30463 - Technical Writer III		39.80
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		30.13
30502 - Weather Forecaster II		36.65
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.49
30621 - Weather Observer, Senior	(see 2)	26.89
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		12.53
31030 - Bus Driver		18.58
31043 - Driver Courier		15.54
31260 - Parking and Lot Attendant		11.02
31290 - Shuttle Bus Driver		16.28
31310 - Taxi Driver		11.92
31361 - Truckdriver, Light		17.07
31362 - Truckdriver, Medium		18.58
31363 - Truckdriver, Heavy		23.03
31364 - Truckdriver, Tractor-Trailer		23.03
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		11.02
99050 - Desk Clerk		12.16
99095 - Embalmer		29.28
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		14.98
99252 - Laboratory Animal Caretaker II		16.46
99260 - Marketing Analyst		26.35
99310 - Mortician		29.28
99410 - Pest Controller		20.03
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		15.66
99711 - Recycling Specialist		19.42
99730 - Refuse Collector		13.77
99810 - Sales Clerk		13.86
99820 - School Crossing Guard		13.16
99830 - Survey Party Chief		27.40
99831 - Surveying Aide		20.25
99832 - Surveying Technician		24.90
99840 - Vending Machine Attendant		19.42
99841 - Vending Machine Repairer		25.12
99842 - Vending Machine Repairer Helper		19.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

Contractors, applies to all contracts subject to the Service Contract Act for whi 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 employe with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of pa sick leave each year. Employees must be permitted to use paid sick leave for thei 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 famil to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protectio 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 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 pe week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an S covered contract also covered by EO 13706, Establishing Paid Sick Leave for Feder Contractors. A contractor may not receive credit toward its SCA obligations for 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 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWIN

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 (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 w determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexe 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 ha 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 apply to any exempt computer employee regardless of which of these two exemptions utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If y work at night as part of a regular tour of duty, you will earn a night differenti and receive an additional 10% of basic pay for any hours worked between 6pm and 6 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 Sunda premium of 25% of your basic rate for each hour of Sunday work which is not overt (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, explosive and pyrotechnic compositions such as lead azide, black powder and photoflash powd 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-gradi 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 li 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 differentia are only applicable to work that has been specifically designated by the agency f 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 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 mad the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargainin agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleani 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 commerc laundering in order to meet the cleanliness or appearance standards set by the te of the Government contract, by the contractor, by law, or by the nature of the wo there is no requirement that employees be reimbursed for uniform maintenance cost

** 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 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 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 whic shall be paid to all employees performing in the classification from the first da of work on which contract work is performed by them in the classification. Failu 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 and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations 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 orde 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 authori representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employ performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a rep of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U. 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 cop of such determination or it shall be posted as a part of the wage determination (

29 CFR 4.6(b)(2)(iii)).

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

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))."" "