AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 23

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0002	08/06/2026		

6. ISSUED BY CODE ARS-1232SA

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

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.
1232SA26Q0877

x 9B. DATED *(SEE ITEM 11)*
06/30/2026

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of amendment 0002 is to incorporate a mandatory 100-mile geographic requirement for self-performing offerors within the technical documentation criteria, and update the estimated Period of Performance (PoP) calendar dates. The original Request for Quotation (RFQ) is hereby replaced in its entirety; please see the attached documentation for the fully revised RFQ.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		AMBER M. SAMPSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	

Description -

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation. Quotations are being requested and a separate written solicitation will not be issued.

Solicitation number 1232SA26Q0877 is issued as a Request for Quotation (RFQ) for Grounds Maintenance.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 561730 The small business size standard is $9.5M This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

The USDA, ARS, in Kearneysville, WV has a new requirement for Lawn Care Maintenance.

Service Required:

1.1 Mowing (30 Visits)

- Mowing the grounds that consist of 8± acres
- Mowing height shall be no less than 3inches and no higher than 3.5 inches.

1.2 Trimming (30 Visits)

- Trimming shall be performed in all areas that cannot be reached by mowing, including around curbs, trees, fixed objects, and fences

1.3 Clipping Removal (30 Visits)

- Clippings that get blown onto sidewalks, roadways and curbs shall be removed from these areas.

1.4 Mulching (Annual)

The intent is to award a contract of a Base Year plus 4 Option Years. Estimated dates:

Base Year – 8-20-26 to 8-19-27
Option Year 1 – 8-20-27 to 8-19-28
Option Year 2 – 8-20-28 to 8-19-29
Option Year 3 – 8-20-29 to 8-19-30
Option Year 4 – 8-20-30 to 8-19-31

The above period of performance (PoP) dates are just an estimate. While it is the Government's goal to achieve those dates, the actual PoP start date will be within 30 days of the RFQ close date.

Incumbent Contract Information:
Services described in this solicitation were being performed under contract number 12305B22P0106. The historical annual expenditure for these services was approximately $550.00 per visit, or $16,500.00 annually for just the lawn maintenance. This information is provided for informational purposes only to assist offerors in preparing their quotes.

Award Type

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Evaluation and Basis for Award

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 on a Lowest Price Technically Acceptable (LPTA) basis.

The Government anticipates award of a firm-fixed-price contract to the responsible Contractor whose quote meets all technical requirements and offers the lowest price. In accordance with streamlined procurement procedures, the Government will evaluate quotes based on two factors: Technical Capability and Price.

Technical Capability will be evaluated on a pass/fail (acceptable/unacceptable) basis. To be considered for award, the quote must be rated "Technically Acceptable." Award will be made to the lowest-priced quote among those determined to be technically acceptable.

Technical Evaluation Ratings

- **Technically Acceptable:** The quote meets or exceeds all minimum functional and performance specifications listed in this solicitation and the attached requirements.
- **Technically Unacceptable:** The quote fails to meet one or more minimum functional and performance specifications listed in this solicitation and the attached requirements.

Submission Requirements:
To be considered, provide a quote on company letterhead including:

- **Vendor Details**: SAM.gov UEI Number.
- **Technical Documentation**: Provide a brief Capability Statement listing the equipment and number of personnel to be used and a "meets/does not meet" statement confirming your ability to fulfill all tasks and frequencies in the SOW.
- **Self-Performance/Subcontracting:** State whether work will be self-performed or subcontracted
    - **If Self-Performing:** The Offeror's physical address as registered in SAM.gov must be located within a 100-mile radius of the place of performance. Offerors failing to meet this geographic requirement will be determined technically unacceptable and excluded from evaluation.
    - **If subcontracting:** Provide the subcontractor's company name and a signed Letter of Commitment from the subcontractor confirming they have reviewed the SOW and are prepared to perform the services for the total contract period of performance.
- **Pricing:** The total aggregate price for the Base Year and all Option Years (complete below price list).
- **Timeline**: Estimated lead time/delivery date.
- **Validity**: Quote must be valid for at least 60 days after RFQ close date.

Offerors shall identify where the offered item meets or does not meet each of the Government's functional and performance minimum specifications listed herein.

Please ensure all email correspondence includes the solicitation number in the subject line. Emails without the RFQ number in the subject line may not be seen, read, and /or reviewed and therefore disqualified from consideration.

QUOTES REGARDING THIS RFQ ARE DUE TO RICHARD HAWTHORNE at Richard.hawthorne@usda.gov NO LATER THAN 5:00 p. m. ET, August 14, 2026.

Performance Location:
USDA, ARS, NEA, AFRS
11861 Leetown Road
Kearneysville, WV 25430

Price List

CLIN	Period	Service Description	Qty	Unit	Unit Price	Total Annual Price
0001	Base	Lawn Maintenance	30	Ea		
0002	Base	Mulching	1	Ea		
					Total Base Year	
1001	OY1	Lawn Maintenance	30	Ea		
1002	OY1	Mulching	1	Ea		
					Total Option Year 1	
2001	OY2	Lawn Maintenance	30	Ea		
2002	OY2	Mulching	1	Ea		
					Total Option Year 2	
3001	OY3	Lawn Maintenance	30	Ea		
3002	OY3	Mulching	1	Ea		
					Total Option Year 3	
4001	OY4	Lawn Maintenance	30	Ea		
4002	OY4	Mulching	1	Ea		
					Total Option Year 4	
					Total price (Base + 4 option years)	

PERFORMANCE WORK STATEMENT (PWS)

USDA NCCCWA Grounds and Lawn Care Maintenance

1.0 General Information

1.1 Scope of Work

The Contractor shall provide all supervision, labor, insurance, tools, materials, and equipment to perform complete lawn mowing, trimming, and annual tree mulching services at the USDA National Center for Cool and Cold Water Aquaculture (NCCCWA) located at 11861 Leetown Road, Kearneysville, WV 25430. The performance area consists of approximately 8± acres of maintainable grounds with 20 trees requiring annual mulch.

The Contractor shall preserve and protect all Government property. Any damage caused by Contractor operations shall be immediately reported to the Technical Point of Contact (TPOC) and restored to original condition at no additional expense to the Government. All restoration activities require prior approval.

2.0 Technical Requirements and Tasks

2.1 Lawn Care Maintenance (Maximum 30 Visits Per Year)

Each individual service visit must encompass mowing, trimming, and clipping removal concurrently:

- **2.1.1 Mowing**: Cut turf across the entire 8± acre grounds to a uniform height between 3.0 inches minimum and 3.5 inches maximum to prevent turf stress.
- **2.1.2 Trimming and Edging**: Perform string trimming around all curbs, trees, fixed objects, buildings, signposts, and fence lines to match the surrounding mow height.
- **2.1.3 Clipping Removal:** Immediately clear all grass clippings blown onto sidewalks, facility roadways, parking areas, and curbs. Clippings shall not be left on paved surfaces. Clippings may be dispersed back into the 8± acres of turf and need to be spread out and not mounded in any form with no clumps present.
- **2.1.4 Service Coordination and Weather Adjustments**: To prevent unnecessary service during periods of drought, excessive heat, or seasonally cold weather when grass growth is minimal, mowing may not be required. The Contractor must coordinate with the TPOC prior to any scheduled service visit to confirm that site conditions warrant mowing. If the Contractor performs a service visit without contacting the TPOC, or after being explicitly directed to defer service, the Government is not obligated to pay for that visit, and it will not count toward the annual 30-visit ceiling.

2.2 Annual Tree Bed Mulching (1 Job Per Year)

Comprehensive tree mulching shall be performed once per contract year, typically scheduled in early spring as directed by the TPOC:

- **2.2.1 Base Year (Bed Creation):** Establish defined mulch rings around all trees by cutting a clean edge into the turf, completely removing sod/weeds within the ring boundary, and applying a foundational layer of mulch. The mulch is to be dyed brown shredded hardwood mulch.
- **2.2.2 Option Years 1–4 (Bed Maintenance):** Maintain established tree rings by re-defining the cut edge to prevent grass encroachment, pulling weeds, and applying a top-dress layer of mulch to restore full coverage.
- **2.2.3 Application Specifications:** Apply mulch to a uniform depth of two (2) inches. Maintain a mandatory two (2) inch clear gap between the mulch bed and the tree trunk bark to ensure proper air circulation and prevent bark rot.

3.0 Schedule and Operations

3.1 Period of Performance

The contract structure consists of a 12-month Base Year and four (4) individual 12-month Option Years. The Base Year and Option Years 1-4 each include up to 30 Mowing Visits and 1 Annual Mulching Job per year.

3.2 Hours of Operation

All operations must be performed during normal business hours: 6:30 am to 3:30 pm, Monday through Friday, excluding official federal holidays unless explicitly authorized in writing.

4.0 Personnel and Security Requirements

- **Attire:** Personnel must wear clean, professional work clothing suitable for commercial landscaping tasks (e.g., company shirts or standard industrial apparel). Shredded clothing, tank tops, or apparel with offensive graphics are strictly prohibited.
- **Access Control:** All Contractor personnel must register their exact arrival and departure times in the Location Visitor's Log located at the main facility entry point before commencing and upon completing work.

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)
☐ Alternate I (Nov 2025) of 52.212-4
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)
☐ Alternate I (Nov 2025) of 52.222-50
52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
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)
☐ Alternate I (Nov 2025) of 52.240-91
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)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)

☐ Alternate I (Mar 2020).

☒ 52.222-3 Convict Labor (June 2003)

☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)

☐ Alternate I (Jul 2014) of 52.222-36

☒ 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
Gardener (WG-06)	$22.84 -- 36.25%

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

☒ 52.223-23 Sustainable Products and Services

☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

Other Applicable Clauses

52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 30 Calendar days prior to contract expiration and 30 days
(c) five years.

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

(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

(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 shall govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall 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, earlytermination fees, cancellation fees, minimum purchase commitments, trueup payments, seatcount minimums, usage minimums, continueduse 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 nonpayment, 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 shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 (Nov 2025)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Clause)

(END OF CLAUSES)

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)
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)
☐ Alternate I (Nov 2025) to 52.204-7

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)

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:

(3) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(4) 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)

(END OF PROVISIONS)

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.

2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.

"

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.: 2015-4285
Revision No.: 36
Date Of Last Revision: 7/30/2026

Daniel W. Simms
Director

Division of
Wage Determinations

State: West Virginia

Area: West Virginia Counties of Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.71
01012 - Accounting Clerk II		25.48
01013 - Accounting Clerk III		28.51
01020 - Administrative Assistant		43.42
01035 - Court Reporter		29.26
01041 - Customer Service Representative I		18.15
01042 - Customer Service Representative II		19.80
01043 - Customer Service Representative III		22.22
01051 - Data Entry Operator I		19.11
01052 - Data Entry Operator II		20.85
01060 - Dispatcher, Motor Vehicle		27.48
01070 - Document Preparation Clerk		21.07
01090 - Duplicating Machine Operator		21.07
01111 - General Clerk I		20.37
01112 - General Clerk II		22.23
01113 - General Clerk III		24.94
01120 - Housing Referral Assistant		26.61
01141 - Messenger Courier		22.01
01191 - Order Clerk I		20.97
01192 - Order Clerk II		22.88
01261 - Personnel Assistant (Employment) I		22.79
01262 - Personnel Assistant (Employment) II		25.49
01263 - Personnel Assistant (Employment) III		28.43
01270 - Production Control Clerk		29.32
01290 - Rental Clerk		23.08
01300 - Scheduler, Maintenance		21.33
01311 - Secretary I		21.33
01312 - Secretary II		23.86
01313 - Secretary III		26.61
01320 - Service Order Dispatcher		24.56
01410 - Supply Technician		43.42
01420 - Survey Worker		23.90
01460 - Switchboard Operator/Receptionist		19.83
01531 - Travel Clerk I		22.65
01532 - Travel Clerk II		24.70
01533 - Travel Clerk III		26.66
01611 - Word Processor I		18.97
01612 - Word Processor II		21.29
01613 - Word Processor III		23.81
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		29.21
05010 - Automotive Electrician		28.76
05040 - Automotive Glass Installer		27.09
05070 - Automotive Worker		27.09
05110 - Mobile Equipment Servicer		23.30
05130 - Motor Equipment Metal Mechanic		30.28
05160 - Motor Equipment Metal Worker		27.09
05190 - Motor Vehicle Mechanic		30.28
05220 - Motor Vehicle Mechanic Helper		21.32
05250 - Motor Vehicle Upholstery Worker		25.28
05280 - Motor Vehicle Wrecker		27.09
05310 - Painter, Automotive		28.76
05340 - Radiator Repair Specialist		27.09
05370 - Tire Repairer		22.37
05400 - Transmission Repair Specialist		30.28
07000 - Food Preparation And Service Occupations		
07010 - Baker		18.58

07041 - Cook I		21.58
07042 - Cook II		25.10
07070 - Dishwasher		17.79
07130 - Food Service Worker		18.09
07210 - Meat Cutter		22.13
07260 - Waiter/Waitress		20.33
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		28.23
09040 - Furniture Handler		15.47
09080 - Furniture Refinisher		24.81
09090 - Furniture Refinisher Helper		18.38
09110 - Furniture Repairer, Minor		21.80
09130 - Upholsterer		20.49
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		17.68
11060 - Elevator Operator		18.19
11090 - Gardener		26.96
11122 - Housekeeping Aide		18.19
11150 - Janitor		18.19
11210 - Laborer, Grounds Maintenance		20.53
11240 - Maid or Houseman		18.19
11260 - Pruner		19.60
11270 - Tractor Operator		24.67
11330 - Trail Maintenance Worker		20.53
11360 - Window Cleaner		19.05
12000 - Health Occupations		
12010 - Ambulance Driver		24.09
12011 - Breath Alcohol Technician		32.70
12012 - Certified Occupational Therapist Assistant		42.43
12015 - Certified Physical Therapist Assistant		37.88
12020 - Dental Assistant		23.78
12025 - Dental Hygienist		57.30
12030 - EKG Technician		45.58
12035 - Electroneurodiagnostic Technologist		45.58
12040 - Emergency Medical Technician		24.09
12071 - Licensed Practical Nurse I		29.23
12072 - Licensed Practical Nurse II		32.70
12073 - Licensed Practical Nurse III		36.47
12100 - Medical Assistant		22.48
12130 - Medical Laboratory Technician		34.27
12160 - Medical Record Clerk		25.58
12190 - Medical Record Technician		28.61
12195 - Medical Transcriptionist		20.72
12210 - Nuclear Medicine Technologist		52.84
12221 - Nursing Assistant I		15.97
12222 - Nursing Assistant II		17.96
12223 - Nursing Assistant III		19.60
12224 - Nursing Assistant IV		21.99
12235 - Optical Dispenser		28.62
12236 - Optical Technician		23.50
12250 - Pharmacy Technician		22.44
12280 - Phlebotomist		23.72
12305 - Radiologic Technologist		45.66
12311 - Registered Nurse I		31.84
12312 - Registered Nurse II		38.95
12313 - Registered Nurse II, Specialist		38.95
12314 - Registered Nurse III		47.12
12315 - Registered Nurse III, Anesthetist		47.12
12316 - Registered Nurse IV		56.48
12317 - Scheduler (Drug and Alcohol Testing)		40.51
12320 - Substance Abuse Treatment Counselor		31.38
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		26.32
13012 - Exhibits Specialist II		32.60
13013 - Exhibits Specialist III		39.88
13041 - Illustrator I		27.19
13042 - Illustrator II		33.68
13043 - Illustrator III		41.20
13047 - Librarian		45.90
13050 - Library Aide/Clerk		22.51
13054 - Library Information Technology Systems Administrator		41.44
13058 - Library Technician		26.94
13061 - Media Specialist I		29.90
13062 - Media Specialist II		33.46
13063 - Media Specialist III		37.31
13071 - Photographer I		24.22
13072 - Photographer II		27.09
13073 - Photographer III		33.55
13074 - Photographer IV		41.04
13075 - Photographer V		49.65
13090 - Technical Order Library Clerk		28.26
13110 - Video Teleconference Technician		33.92
14000 - Information Technology Occupations		
14041 - Computer Operator I		28.94
14042 - Computer Operator II		32.38
14043 - Computer Operator III		36.11
14044 - Computer Operator IV		40.11
14045 - Computer Operator V		44.42
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		28.94
14160 - Personal Computer Support Technician		40.11
14170 - System Support Specialist		44.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		42.11
15020 - Aircrew Training Devices Instructor (Rated)		50.96
15030 - Air Crew Training Devices Instructor (Pilot)		61.08
15050 - Computer Based Training Specialist / Instructor		42.11
15060 - Educational Technologist		50.59
15070 - Flight Instructor (Pilot)		61.08
15080 - Graphic Artist		41.07
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		61.08
15086 - Maintenance Test Pilot, Rotary Wing		61.08
15088 - Non-Maintenance Test/Co-Pilot		61.08
15090 - Technical Instructor		32.56
15095 - Technical Instructor/Course Developer		39.83
15110 - Test Proctor		26.28
15120 - Tutor		26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.24
16030 - Counter Attendant		20.24
16040 - Dry Cleaner		23.13
16070 - Finisher, Flatwork, Machine		20.24
16090 - Presser, Hand		20.24
16110 - Presser, Machine, Drycleaning		20.24
16130 - Presser, Machine, Shirts		20.24
16160 - Presser, Machine, Wearing Apparel, Laundry		20.24
16190 - Sewing Machine Operator		24.10
16220 - Tailor		25.07
16250 - Washer, Machine		21.20
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		33.25
19040 - Tool And Die Maker		40.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		24.07
21030 - Material Coordinator		29.32
21040 - Material Expediter		29.32
21050 - Material Handling Laborer		20.47
21071 - Order Filler		18.21
21080 - Production Line Worker (Food Processing)		24.07
21110 - Shipping Packer		22.90
21130 - Shipping/Receiving Clerk		22.90
21140 - Store Worker I		19.28
21150 - Stock Clerk		23.14
21210 - Tools And Parts Attendant		24.07
21410 - Warehouse Specialist		24.07
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		47.56
23019 - Aircraft Logs and Records Technician		37.70
23021 - Aircraft Mechanic I		45.15
23022 - Aircraft Mechanic II		47.56
23023 - Aircraft Mechanic III		49.88
23040 - Aircraft Mechanic Helper		31.80
23050 - Aircraft, Painter		42.89
23060 - Aircraft Servicer		37.70
23070 - Aircraft Survival Flight Equipment Technician		42.89
23080 - Aircraft Worker		40.41
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		40.41
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		45.15
23110 - Appliance Mechanic		30.59
23120 - Bicycle Repairer		22.03
23125 - Cable Splicer		45.91
23130 - Carpenter, Maintenance		29.23
23140 - Carpet Layer		27.27
23160 - Electrician, Maintenance		36.50
23181 - Electronics Technician Maintenance I		35.18
23182 - Electronics Technician Maintenance II		37.35
23183 - Electronics Technician Maintenance III		39.32
23260 - Fabric Worker		29.23
23290 - Fire Alarm System Mechanic		32.11
23310 - Fire Extinguisher Repairer		26.93
23311 - Fuel Distribution System Mechanic		37.07
23312 - Fuel Distribution System Operator		28.53
23370 - General Maintenance Worker		27.52
23380 - Ground Support Equipment Mechanic		45.15
23381 - Ground Support Equipment Servicer		37.70
23382 - Ground Support Equipment Worker		40.41
23391 - Gunsmith I		26.93
23392 - Gunsmith II		31.33
23393 - Gunsmith III		35.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic		34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		36.51

23430 - Heavy Equipment Mechanic		34.40
23440 - Heavy Equipment Operator		29.64
23460 - Instrument Mechanic		39.52
23465 - Laboratory/Shelter Mechanic		33.25
23470 - Laborer		20.47
23510 - Locksmith		35.47
23530 - Machinery Maintenance Mechanic		35.92
23550 - Machinist, Maintenance		34.32
23580 - Maintenance Trades Helper		21.76
23591 - Metrology Technician I		39.52
23592 - Metrology Technician II		41.63
23593 - Metrology Technician III		43.66
23640 - Millwright		29.89
23710 - Office Appliance Repairer		25.69
23760 - Painter, Maintenance		24.31
23790 - Pipefitter, Maintenance		36.37
23810 - Plumber, Maintenance		34.55
23820 - Pneudraulic Systems Mechanic		35.00
23850 - Rigger		34.16
23870 - Scale Mechanic		31.33
23890 - Sheet-Metal Worker, Maintenance		30.59
23910 - Small Engine Mechanic		24.99
23931 - Telecommunications Mechanic I		37.06
23932 - Telecommunications Mechanic II		39.03
23950 - Telephone Lineman		45.94
23960 - Welder, Combination, Maintenance		29.17
23965 - Well Driller		32.07
23970 - Woodcraft Worker		35.00
23980 - Woodworker		26.93
24000 - Personal Needs Occupations		
24550 - Case Manager		23.26
24570 - Child Care Attendant		18.08
24580 - Child Care Center Clerk		22.56
24610 - Chore Aide		18.52
24620 - Family Readiness And Support Services Coordinator		23.26
24630 - Homemaker		23.26
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		43.98
25040 - Sewage Plant Operator		35.38
25070 - Stationary Engineer		43.98
25190 - Ventilation Equipment Tender		30.97
25210 - Water Treatment Plant Operator		35.38
27000 - Protective Service Occupations		
27004 - Alarm Monitor		29.45
27007 - Baggage Inspector		20.31
27008 - Corrections Officer		33.93
27010 - Court Security Officer		33.07
27030 - Detection Dog Handler		22.72
27040 - Detention Officer		33.93
27070 - Firefighter		32.62
27101 - Guard I		20.31
27102 - Guard II		22.72
27131 - Police Officer I		36.36
27132 - Police Officer II		40.39
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		23.00
28042 - Carnival Equipment Repairer		25.13
28043 - Carnival Worker		18.27
28210 - Gate Attendant/Gate Tender		23.96
28310 - Lifeguard		16.92
28350 - Park Attendant (Aide)		26.80
28510 - Recreation Aide/Health Facility Attendant		19.56
28515 - Recreation Specialist		33.19
28630 - Sports Official		21.34
28690 - Swimming Pool Operator		29.23
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		39.39
29020 - Hatch Tender		39.39
29030 - Line Handler		39.39
29041 - Stevedore I		36.76
29042 - Stevedore II		41.81
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	53.25
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	36.72
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	40.44
30021 - Archeological Technician I		24.14
30022 - Archeological Technician II		27.00
30023 - Archeological Technician III		33.44
30030 - Cartographic Technician		33.44
30040 - Civil Engineering Technician		41.58
30051 - Cryogenic Technician I		37.04
30052 - Cryogenic Technician II		40.90
30061 - Drafter/CAD Operator I		24.14
30062 - Drafter/CAD Operator II		27.00
30063 - Drafter/CAD Operator III		30.09
30064 - Drafter/CAD Operator IV		37.04
30081 - Engineering Technician I		22.92
30082 - Engineering Technician II		25.72

30083 - Engineering Technician III		28.79
30084 - Engineering Technician IV		35.64
30085 - Engineering Technician V		43.61
30086 - Engineering Technician VI		52.76
30090 - Environmental Technician		31.79
30095 - Evidence Control Specialist		33.44
30210 - Laboratory Technician		29.01
30221 - Latent Fingerprint Technician I		37.63
30222 - Latent Fingerprint Technician II		41.56
30240 - Mathematical Technician		42.36
30361 - Paralegal/Legal Assistant I		25.89
30362 - Paralegal/Legal Assistant II		32.07
30363 - Paralegal/Legal Assistant III		39.23
30364 - Paralegal/Legal Assistant IV		47.48
30375 - Petroleum Supply Specialist		40.90
30390 - Photo-Optics Technician		33.44
30395 - Radiation Control Technician		40.90
30461 - Technical Writer I		32.44
30462 - Technical Writer II		39.69
30463 - Technical Writer III		48.03
30491 - Unexploded Ordnance (UXO) Technician I		33.84
30492 - Unexploded Ordnance (UXO) Technician II		40.94
30493 - Unexploded Ordnance (UXO) Technician III		49.07
30494 - Unexploded (UXO) Safety Escort		33.84
30495 - Unexploded (UXO) Sweep Personnel		33.84
30501 - Weather Forecaster I		37.04
30502 - Weather Forecaster II		45.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.09
30621 - Weather Observer, Senior	(see 2)	33.44
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.94
31020 - Bus Aide		22.00
31030 - Bus Driver		31.35
31043 - Driver Courier		21.14
31260 - Parking and Lot Attendant		17.75
31290 - Shuttle Bus Driver		21.94
31310 - Taxi Driver		17.71
31361 - Truckdriver, Light		23.10
31362 - Truckdriver, Medium		25.07
31363 - Truckdriver, Heavy		28.76
31364 - Truckdriver, Tractor-Trailer		28.76
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.96
99030 - Cashier		17.05
99050 - Desk Clerk		18.12
99095 - Embalmer		35.31
99130 - Flight Follower		33.84
99251 - Laboratory Animal Caretaker I		21.79
99252 - Laboratory Animal Caretaker II		23.81
99260 - Marketing Analyst		41.91
99310 - Mortician		34.10
99410 - Pest Controller		23.08
99510 - Photofinishing Worker		22.57
99710 - Recycling Laborer		23.43
99711 - Recycling Specialist		28.16
99730 - Refuse Collector		22.37
99810 - Sales Clerk		17.60
99820 - School Crossing Guard		20.44
99830 - Survey Party Chief		33.27
99831 - Surveying Aide		20.67
99832 - Surveying Technician		29.45
99840 - Vending Machine Attendant		19.45
99841 - Vending Machine Repairer		24.72
99842 - Vending Machine Repairer Helper		19.45

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

HOLIDAYS: A minimum of 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))."""