SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12363N26Q4218	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/27/2026	PAGE 1 OF PAGES 38

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1168885	6. PROJECT NO.

7. ISSUED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
1400 INDEPENDENCE AVE SW
MS-1138
WASHINGTON DC 20250-1138

8. ADDRESS OFFER TO

cynthia.horwitz@usda.gov
OFFERS ARE DUE 19 AUGUST 2026
BY 11:00 AM EASTERN TIME

9. FOR INFORMATION CALL	a. NAME CYNTHIA HORWITZ	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

See attached document

11. The Contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☐ mandatory ☒ negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☐ YES ☒ NO
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS 0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1100 *(hour)* local time 08/19/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,certifications, and specifications incorporated by reference in or attached to this contract.*

☐ 29. AWARD *(Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.*

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*
CYNTHIA G. HORWITZ

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Offers are due August 19, 2026 by 11:00 AM Eastern Time to Cynthia Horwitz: cynthia.horwitz@usda.gov Delivery: 06/01/2026 Delivery Location Code: 3442 USDA FOREST SERVICE PO BOX 67 BARTOW BARTOW WV 24920 US FOB: Destination Period of Performance: 08/24/2026 to 11/20/2026				
0001	Secure services to construct barbed-wire fence on the Elleber Sods Grazing allotment in the Monongahela National Forest. This contract includes new fence construction, removal of existing fence, and clearing of vegetation from proposed fence lines.				

Description - The purpose of this contract is to secure services to construct barbed-wire fence in the Elleber Sods area of the Monongahela National Forest. This contract includes new fence construction, removal of existing fence, and clearing of vegetation from proposed fence lines.

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 12363N26Q4218 is issued as a Request for Quotation (RFQ) for Elleber Sods Fencing

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 238990 The small business size standard is $19 million This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

Statement of Requirement
The Forest Service requires installation of approximately 3,520 feet of new 5-strand barbed-wire fence. Vegetation must be cleared from the proposed fence corridor to maintain access, livestock containment, and land management objectives. All fence materials are Government-furnished.

Schedule of Items –

SCHEDULE OF ITEMS - 2026 ELLEBER SODS FENCE CONSTRUCTION PROJECT			
ITEM NUMBER	DESCRIPTION	QTY	UNIT
001	5-STRAND, BARBED WIRE FENCE CONSTRUCTION (LABOR)	3520	LF

Project Location

Pocahontas County, WV

Definitization of Equitable Adjustments for Change Orders -

Pursuant to FAR 36.101-4(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at Contracting with USDA under "Federal Acquisition Regulation 36.101-4". USDA's procedures that apply to the definitization of equitable adjustments for change orders under construction contracts may be found in AGAR 443.304 -70.

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

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):
☐ FAR 52.243-4, Changes (Nov 2025)
☒ FAR 52.243-5, Changes and Changed Conditions (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)
☐ Alternate I (Nov 2025) of 52.222-50
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:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☐ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☐ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☐ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☐ 52.222-41 Service Contract Labor Standards (Aug 2018)
☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)
☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)

☐ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☐ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☐ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☒ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ Alternate II (Nov 2025) of 52.240-92
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
☐ 52.242-13 Bankruptcy (July 1995)
☒ 52.246-21 Warranty of Construction (Mar 1994)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

The Contractor shall comply with the following FAR Clauses for Commercial Construction.

52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
☐ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
☐ Alternate I (Oct 2022) of 52.25-9
☐ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
☐ Alternate I (Nov 2025) (of 52.225-11
☐ Alternate II (Oct 2022) of 52.225-11
☐ 52.228-2 Additional Bond Security (Oct 1997)
☐ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
☐ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
☐ 52.228-13 Alternative Payment Protections (Jul 2020)
☐ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
☐ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☐ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☐ 52.236-2 Differing Site Conditions (Jul 2025)
☐ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☐ 52.236-6 Superintendent by the Contractor (Jul 2025)
☐ 52.236-7 Permits and Responsibilities (Jul 2025)

☐ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☐ 52.336-10 Operations and Storage Areas (Jul 2025)
☐ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☐ 52.236-12 Cleaning Up (Jul 2025)
☐ 52.236-13 Accident Prevention (Jul 2025)
☐ Alternate I (Nov 1991) of 52.236-13
☐ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☐ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☐ 52.236-16 Quantity Surveys (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-16
☐ 52.236-17 Layout of Work (Jul 2025)
☐ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-21
☐ Alternate II (Apr 1984) of 52.236-21
☐ 52.242-14 Suspension of Work (Apr 1984)
☐ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

Other Applicable Clauses

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 (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)

452.204-71 Personal Identity Verification and Workforce Integrity of Contractor Employees (Apr 2026)

(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.

(b) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.

(c) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

(1) Verify the identity, work authorization, and qualifications of all personnel assigned;

(2) Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;

(3) Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and

(4) Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

(d) Mandatory Removal and Replacement. If the Government determines that a contractor employee fails to meet eligibility, security, integrity, or performance requirements, the Contracting Officer may direct the contractor to remove the individual from performance. The contractor must:

(1) Remove the employee immediately upon notice;

(2) Provide a qualified replacement at no additional cost to the Government; and

(3) Ensure continuity of operations so as not to impact mission requirements.

(4) Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

(e) Impact on Contractor Performance. Contractor compliance with this clause, including timely removal and replacement of personnel, adherence to PIV requirements, and maintenance of workforce integrity, is a material requirement of this contract. Incidents of identity discrepancies, failure to maintain an eligible workforce, submission of personnel who do not match verified identities, unauthorized substitutions, or failure to comply with Government direction may result in termination and will be documented in the contractor's performance assessment and reflected in the Contractor Performance Assessment Reporting System (CPARS).

(f) Subcontractor Applicability. The contractor must include this clause in all subcontracts requiring routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system. The contractor is accountable for ensuring subcontractor compliance.

(g) No Government Direction of Hiring Practices. Nothing in this clause authorizes the Government to direct the contractor's internal hiring processes or require the disclosure of personal information beyond what is authorized by law, regulation, or contract terms. The contractor remains solely responsible for determining lawful methods to meet the requirements of this clause.
(End of Clause)

452.232-71 Progress Payments for Commercial Construction Contracts (May 2026)

(a) *Contractor entitlement to progress payments*. The contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.

(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the

contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

(1) Materials delivered on site and preparatory work;
(2) Materials delivered to the contractor at locations other than the site, if:

i. Specifically authorized by the contract; and

ii. The contractor provides satisfactory evidence of title and intended use in the contract.

(c) *Contractor request for progress payments*. The contractor's request for progress payments must include the following:

(1) An itemization of the amounts requested, related to the various elements of work required by the contract;
(2) A listing of the amount included for work performed by each subcontractor;
(3) A listing of the total amount of each subcontract;
(4) A listing of the amounts previously paid to each subcontractor; and
(5) Additional supporting data in a form and detail required by the Contracting Officer.

(d) *Contractor Certification.* Each request for progress payment must be accompanied by the following certification:

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____(name)

_____(title)

_____(date)

(e) *Access for verification of payment entitlement.* To verify the contractor's entitlement to progress payments under this contract, the contractor must provide the Government, upon request and during normal business hours, access to the following:

(1) Records and Documentation:

i. Certified progress payment requests and supporting documentation;

ii. Subcontractor and supplier invoices, payment records, and lien waivers;

iii. Updated schedule of values and progress schedules;

iv. Quality assurance and inspection reports;

v. Payroll records, if applicable under labor provisions.

(2) Facilities and Worksite Access:

i. Physical access to the construction site for inspection of work progress;

ii. Access to off-site storage locations for materials billed but not yet incorporated into the work; or

iii. Access to any fabrication facilities where contract-related work is being performed.

(3) Access to electronic invoicing or project management systems used to track progress and payments, if such systems are used in contract performance.

(f) *Dates for payment*. A progress payment under this clause is a contract progress payment under the Prompt Payment clause of this contract, and except as provided in paragraph (g) of this clause, approved requests must be paid within 30 days of submitting a proper request for payment.

(g) *Liquidation of progress payments*. Progress payments must be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item must be clearly delineated in each request for progress payment submitted by the contractor.

(h) *Security for progress payments.* In the event that the contractor fails to provide adequate security as required in this contract, no progress payment must be made under this contract. Upon receipt of adequate security, progress payments must be made, including all previous payments to which the contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the contractor is insufficient, the contractor must promptly provide such additional security as the Contracting Officer determines necessary. In the event the contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the contractor; the contractor must repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

(i) *Special terms regarding termination for cause*. If this contract is terminated for cause, the contractor must, on demand, repay the Government the amount of unliquidated progress payments. The Government must be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(j) *Reservation of rights.*

(1) No payment, vesting of title under this clause, or other action taken by the Government under this clause must-

i. Excuse the contractor from performance of obligations under this contract; or

ii. Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and

ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(k) *Refund of unearned amounts*. If the contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the contractor must-

(1) Notify the Contracting Officer of such performance deficiency; and
(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

i. The date the contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

ii. The date the contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(l) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer must authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and must release to the contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment must be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made must, at the time of payment, become the sole property of the Government, but this must not be construed as-

(1) Relieving the contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
(2) Waiving the right of the Government to require the fulfillment of all the terms of the contract.
(3) The Government's rights and remedies under this clause-

i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and

ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government must, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause must not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment*. The Government must pay the amount due to the contractor under this contract after-

(1) Completion and acceptance of all work;
(2) Presentation of a properly executed voucher; and
(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(p) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments must not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

Solicitation Information

Award Type

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

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

The contractor shall have a fully active sam.gov registration to be eligible for award.

Period of Performance

The Contractor is required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed and the entire work ready for use not later than 60 calendar days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises. All work must be complete by 20 November 2026.

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 to the offeror representing the lowest price to the government.

Price:
The offeror shall provide pricing as requested in the Schedule of Items. 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.

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:

Award will be made to the lowest priced, responsive quoter.

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 **60 calendar days** from the date specified for receipt of offers.

Questions
Questions shall be submitted via email to cynthia.horwitz@usda.gov and are due no later than Tuesday, August 11, 2026, at 11:00 AM Eastern Time. 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:

☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☒ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☐ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)

☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☒ 52.225-2 Buy American Certificate (Oct 2022)
☒ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☒ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
☐ Alternate I (May 2014) of 52.225-10
☐ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
☐ Alternate I (May 2014) of 52.225-12
☐ Alternate II (Nov 2023) of 52.225-12

☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☐ 52.228-1 Bid Guarantee (Sep 1996)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 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:

(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)

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.

Elleber Sods Grazing Allotment Fencing
Pocahontas County, WV

Description/Specifications/Statement of Work

I. Introduction

Statement of Work

The purpose of this contract is to secure services to construct barbed-wire fence on the Elleber Sods Grazing allotment in the Monongahela National Forest. This contract includes new fence construction, incidental vegetation clearing, and removal of existing fence.

The Contractor shall furnish all labor, supervision, tools, equipment, transportation, permits, licenses and incidentals necessary to perform the required services on the Monongahela National Forest. All materials shall be government furnished.

Description

The United States Forest Service shall provide all the line posts, corner posts, brace posts, braces, and barbed wire necessary to construct 3520 feet of new 5-strand, barbed wire fence.

The contractor will be responsible for transportation of all fencing materials from Durbin District Ranger Station of the Monongahela Forest to the work site at the Elleber Sods Grazing Allotment. Vegetation 5 feet on either side of the fence line may be removed as needed. Install 3520 ft of new 5 strand barbed wire fence, to specifications, utilizing Government Furnished property. Remove 130 ft of existing fence line to be replaced by part of the new fence line. Clean up project site by placing all cut vegetation outside of the newly fenced area and dispose of all removed fence materials, from the project site. Unused new fencing materials will be returned to the Durbin Ranger Station for storage.

Fence line will start at the north terminus of the recently replaced fence section and will continue along the flagged line to the northwest corner of the allotment boundary as shown on the attached map.

Location

Project is located on the northwest corner of the Elleber Sods grazing allotment, 3 miles south of U.S. 250 at the Virginia-West Virginia state line and is accessed by FR 1681.

Site Conditions

There is NO Cell phone service in the area.
There are no toilet facilities on site.

Water and electricity are not available.

II. Technical Requirements

A. GENERAL

Operations

1. Operation shall not be conducted when soil moisture conditions promote rutting and compaction of soil.
2. The contractor shall notify the COR prior to beginning work in any area.
3. Work shall not be performed on weekends or federal holidays unless otherwise approved.
4. Once started, work shall be continuous until the project has been completed and accepted, barring inclement weather or other unforeseen circumstances outside of the contractor's control.
5. Mobilization to and from the site of work shall be considered incidental to items of construction. There will be no additional compensation for moving equipment, materials, or any other items to or from the project site.

Protection of Bearing and Property Line Trees

1. Utmost caution shall be applied when operating near these trees. Trees are marked with red paint and are not to be damaged.

Soil and Water Protection

1. Operations shall avoid the digging, gouging and moving of soil unless otherwise specified.
2. If needed, stream and ditch crossings shall be designated by the Forest Service representative.
3. All equipment shall be pressure washed to remove NNIS seed and soil prior to moving onto or between Forest Service project locations.

Other Resource Protection

1. System Roads
    a. Tracked and Heavy Equipment shall not be trammed on Forest system roads. Equipment should be hauled to work area and unloaded.
    b. Lead off ditch and wing ditch structures shall be protected.
2. Utilities
    a. Protect utilities from operations within rights-of-way
    b. The Contractor shall be responsible for contacting utility companies to determine location of underground lines (natural gas, water, telephone, etc.)
3. Improvements

a. All improvements shall be protected by Contractor, including but not limited to: utilities, roads, fences, gates, property boundaries, and corner monuments.
b. Any damage resulting to improvements as a result off the contractor's negligence shall be repaired at the contractor's expense.

B. ITEMS OF WORK

1. Barbed Wire Fence Construction

1. Fences will be constructed of 5 strands of barbed wire. The bottom strand shall not be more than 8 inches above the ground at any point. Spacing between strands shall be equal (+/- ½ inch), and not greater than 10 inches. The top strand of barbed wire shall be 44 to 48 inches above the ground.
2. Installation of Materials
   - **Line posts –** shall be set in a straight line between corner posts or between corner post and brace assemblies. The pasture side of the post will be used for alignment and will be on line +/- 2 inches as determined by stretching a string line between the corners or corner post and brace post and measuring to the front face of the line post at a height of 42 +/- 2 inches.
   - **Wood line posts** - maximum of 12 feet apart, set a minimum of 2 feet deep and vertical +/- ¾ inch/Foot.
   - **Steel line posts** - maximum of 12 feet apart and set to top of anchor plate, and vertical +/- ½ inch/Foot.
   - **Brace assemblies in line** - are placed not more than 660 feet apart on level or gently sloping land; and at any significant change in the land surface - 15° change in alignment or slope.(See Figure 2 for Brace Assemblies Guidance)
   - **Brace posts** - are placed not less than 6 feet or more than 8 feet (outside edge to outside edge at brace height) from corner posts, end posts, and gate posts; and no less than 6 feet nor more than 8 feet apart in line brace assemblies.
   - **Corner, gate, and brace posts** – are set at least 3 feet deep. If gate posts are replaced, gates shall be reinstalled using existing hardware. Payment for such installation shall be incidental to fence construction.
   - **NOTE:** Posts may be driven or set in post holes and hand tamped with earth or filled with concrete
   - In order to prevent wooden posts from loosening after construction due to frost/freeze action; all wooden posts shall be placed with the large end in the ground. Posts which are driven large end down and as a result are loose, shall be tightened by compacting the area around the posts prior to installation of barbed wire or bracing.

3. **Corner and brace assemblies** shall be completed and line posts set, prior to stretching wire in a given section (length of fence between brace assemblies, brace assemblies and corner, or between corners) of fence.
4. **Wire** shall be stretched between brace assemblies, corner and brace assembly, or corners, so that fence strands show no sag between posts and shall be sufficiently tight to prevent livestock from significantly increasing gaps between strands.
5. Fences across gullies or streams require special braces and design. The site-specific design will be provided and must be followed.
6. Trees will not be used as a part of the fence construction.

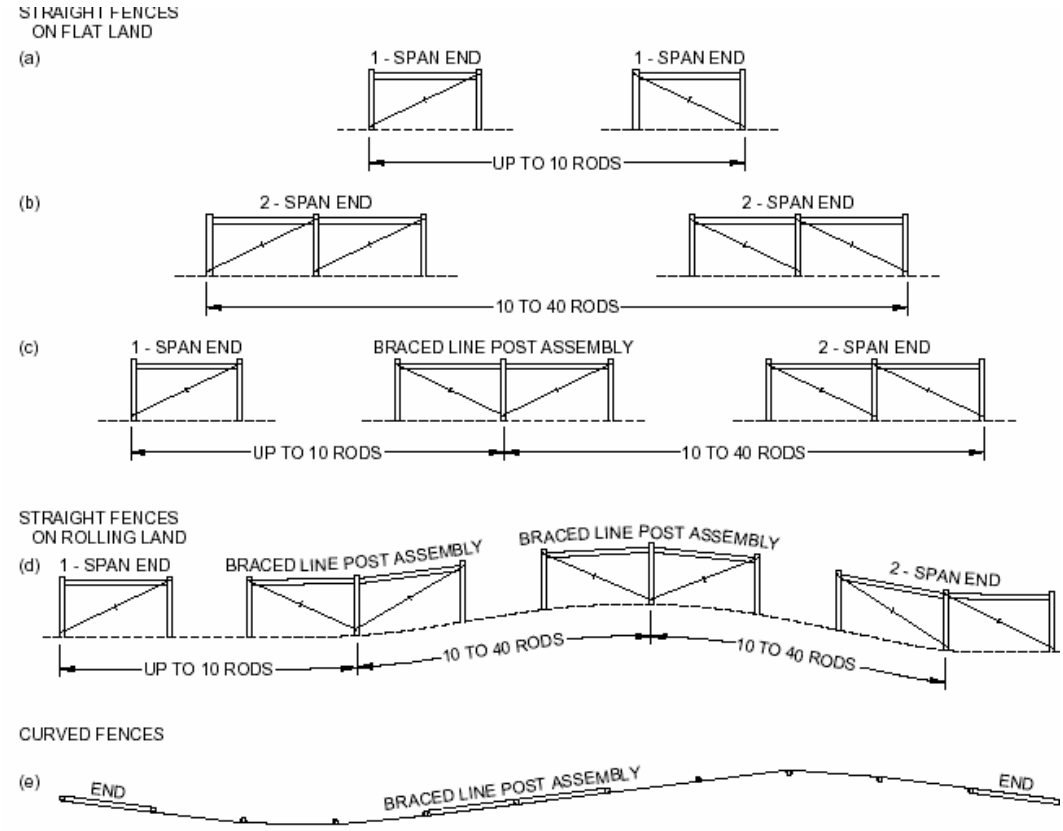
2. Removal of Existing Fence

1. All wire will be removed from location and properly recycled or disposed of legally.
2. Wood posts will be removed from ground but can be left on site to decay outside of the fenced pasture.
3. Metal posts will be collected and staged at the allotment entrance. A Forest Service Representative will determine whether they can be reused or should be recycled/ disposed of by the Contractor.

3. Clearing of Fence Lines

1. Those areas to be treated may not be accessible for mechanical treatment due to terrain and/or wet conditions.
2. As needed for construction, vegetation less than 5 inch diameter breast height may be removed from a 10 foot wide area (5 ft either side of fence line) along the existing or proposed fence location.
3. Trees greater than 5 inch DBH, and within 1 ft of the proposed fence shall be removed.
4. Vegetation removed under this item will be scattered outside the area being cleared. Material shall not be deposited on private property or within the grazed pasture area.
5. Any existing fences damaged during fence clearing shall be repaired immediately.

BRACE ASSEMBLIES GUIDANCE



Types of anchor-and brace assemblies and where to locate them: (a) For fence lengths of 10 rods (165 feet) or less, use single-span end construction. (b) For fence lengths of 10 to 40 rods (165 to 660 feet), use double span end construction. (c) For fences more than 40 rods (660 feet) long use a braced-line-post assembly to divide the fence lengths. (d) On rolling land, fence stretching is easier if braced line-post assemblies are located at the foot and top of each hill. (e) Contour fences, more than 20 rods (330 feet) long, should have a braced-line-post assembly installed to keep the stretches to 20 rods (330 feet) or less. Install in straight section at least one post span away from a curve. Do not install on a curve. **Note: One rod equals 16 ½ feet.**

Measurement and Payment

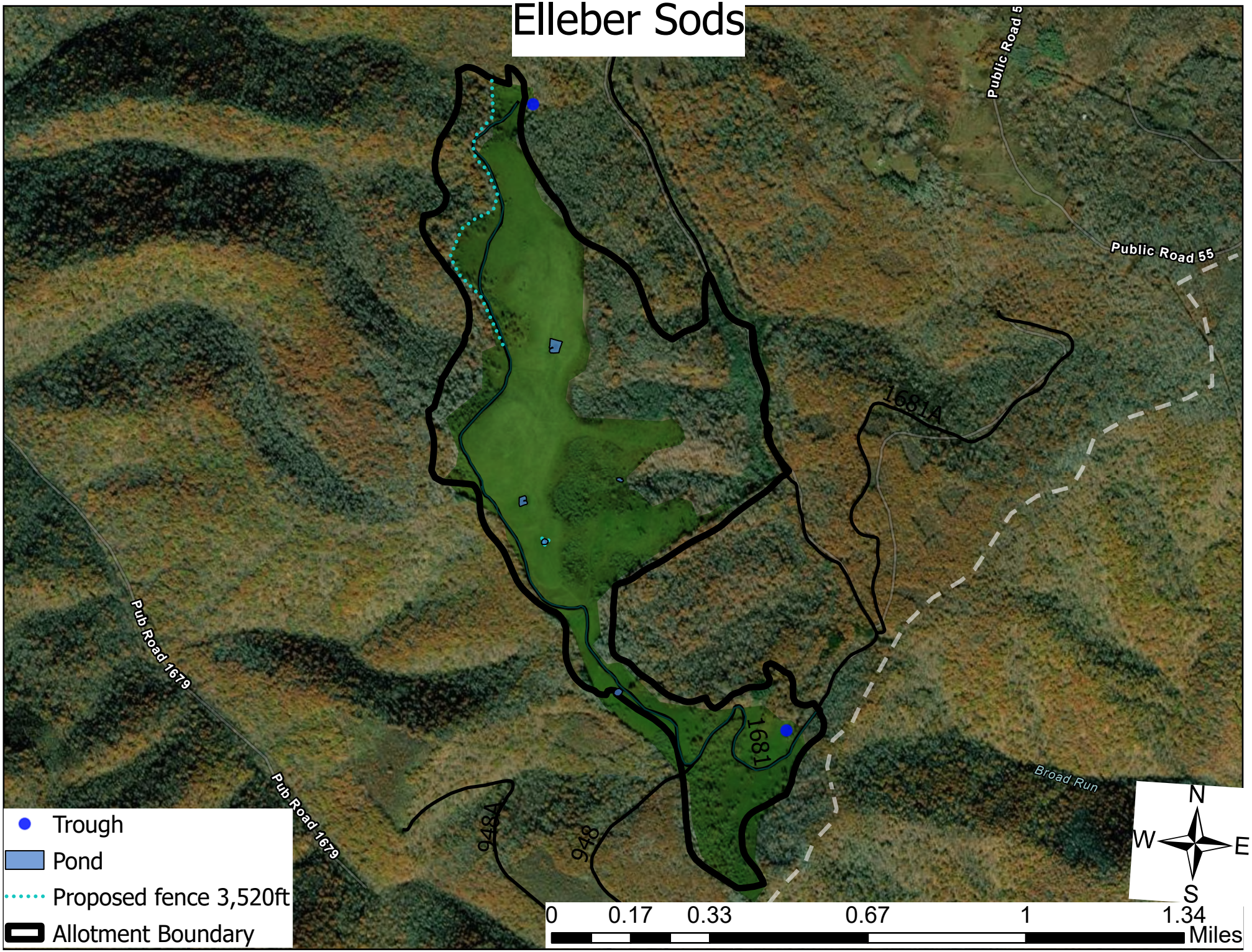
Measurement and Payment shall be per lineal foot of completed fence for the pay item:

1) Elleber sods Fence Construction and Repair
   a) Pay Item for Fence includes hauling materials from the Durbin District Ranger station to the work site location, incidental removal of vegetation, and removal of 130 ft of existing fence within 5 feet of the new fence location, erection of 3520 ft of 5-strand, barbed wire fence, connecting the new section of fencing into the existing fence, and legal disposal of all removed fencing materials.

Schedule of Items

BID SHEET - ELLEBER SODS BARBED WIRE FENCE CONSTRUCTION					
ITEM NUMBER	DESCRIPTION	QTY	UNIT	COST/UNIT	TOTAL COST
001	5-STRAND, BARBED WIRE FENCE CONSTRUCTION (LABOR)	3520	LF		

Elleber Sods



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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
Director

Division of Wage Determinations

Wage Determination No.: 2015-4351
Revision No.: 31
Date Of Last Revision: 5/13/2026

State: West Virginia

Area: West Virginia Counties of Greenbrier, Logan, McDowell, Mercer, Mingo, Monroe, Nicholas, Pocahontas, Summers, Webster and Wyoming

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.62
01012 - Accounting Clerk II		18.66
01013 - Accounting Clerk III		20.87
01020 - Administrative Assistant		24.95
01035 - Court Reporter		21.39
01041 - Customer Service Representative I		14.60
01042 - Customer Service Representative II		15.93
01043 - Customer Service Representative III		17.89
01051 - Data Entry Operator I		14.82
01052 - Data Entry Operator II		16.16
01060 - Dispatcher, Motor Vehicle		24.53
01070 - Document Preparation Clerk		15.66
01090 - Duplicating Machine Operator		15.66
01111 - General Clerk I		14.84
01112 - General Clerk II		16.19
01113 - General Clerk III		18.18
01120 - Housing Referral Assistant		21.92
01141 - Messenger Courier		12.76
01191 - Order Clerk I		14.35
01192 - Order Clerk II		15.66
01261 - Personnel Assistant (Employment) I		18.38
01262 - Personnel Assistant (Employment) II		20.56
01263 - Personnel Assistant (Employment) III		22.91
01270 - Production Control Clerk		25.05
01290 - Rental Clerk		14.18
01300 - Scheduler, Maintenance		17.58
01311 - Secretary I		17.58
01312 - Secretary II		19.66
01313 - Secretary III		21.92
01320 - Service Order Dispatcher		21.92
01410 - Supply Technician		24.95
01420 - Survey Worker		14.50
01460 - Switchboard Operator/Receptionist		14.00
01531 - Travel Clerk I		15.66
01532 - Travel Clerk II		17.58
01533 - Travel Clerk III		19.66
01611 - Word Processor I		15.66
01612 - Word Processor II		17.58
01613 - Word Processor III		19.66
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.62
05010 - Automotive Electrician		17.24
05040 - Automotive Glass Installer		16.18
05070 - Automotive Worker		16.18
05110 - Mobile Equipment Servicer		14.07
05130 - Motor Equipment Metal Mechanic		18.08
05160 - Motor Equipment Metal Worker		16.18
05190 - Motor Vehicle Mechanic		18.08
05220 - Motor Vehicle Mechanic Helper		13.02
05250 - Motor Vehicle Upholstery Worker		15.16
05280 - Motor Vehicle Wrecker		16.18
05310 - Painter, Automotive		17.24
05340 - Radiator Repair Specialist		16.18
05370 - Tire Repairer		14.07
05400 - Transmission Repair Specialist		18.08
07000 - Food Preparation And Service Occupations		

07010 - Baker		15.76
07041 - Cook I		13.45
07042 - Cook II		15.46
07070 - Dishwasher		12.24
07130 - Food Service Worker		12.57
07210 - Meat Cutter		13.12
07260 - Waiter/Waitress		13.20
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		24.05
09040 - Furniture Handler		15.20
09080 - Furniture Refinisher		23.85
09090 - Furniture Refinisher Helper		18.28
09110 - Furniture Repairer, Minor		21.25
09130 - Upholsterer		23.85
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		13.43
11060 - Elevator Operator		14.51
11090 - Gardener		18.96
11122 - Housekeeping Aide		14.51
11150 - Janitor		14.51
11210 - Laborer, Grounds Maintenance		14.59
11240 - Maid or Houseman		12.91
11260 - Pruner		13.20
11270 - Tractor Operator		17.53
11330 - Trail Maintenance Worker		14.59
11360 - Window Cleaner		16.04
12000 - Health Occupations		
12010 - Ambulance Driver		15.38
12011 - Breath Alcohol Technician		20.67
12012 - Certified Occupational Therapist Assistant		28.36
12015 - Certified Physical Therapist Assistant		28.86
12020 - Dental Assistant		17.85
12025 - Dental Hygienist		35.01
12030 - EKG Technician		31.32
12035 - Electroneurodiagnostic Technologist		31.32
12040 - Emergency Medical Technician		15.38
12071 - Licensed Practical Nurse I		18.48
12072 - Licensed Practical Nurse II		20.67
12073 - Licensed Practical Nurse III		23.04
12100 - Medical Assistant		15.83
12130 - Medical Laboratory Technician		25.43
12160 - Medical Record Clerk		16.61
12190 - Medical Record Technician		18.92
12195 - Medical Transcriptionist		18.48
12210 - Nuclear Medicine Technologist		45.43
12221 - Nursing Assistant I		13.90
12222 - Nursing Assistant II		15.64
12223 - Nursing Assistant III		17.07
12224 - Nursing Assistant IV		19.16
12235 - Optical Dispenser		18.50
12236 - Optical Technician		18.48
12250 - Pharmacy Technician		16.97
12280 - Phlebotomist		17.70
12305 - Radiologic Technologist		29.95
12311 - Registered Nurse I		25.20
12312 - Registered Nurse II		30.82
12313 - Registered Nurse II, Specialist		30.82
12314 - Registered Nurse III		37.29
12315 - Registered Nurse III, Anesthetist		37.29
12316 - Registered Nurse IV		44.70
12317 - Scheduler (Drug and Alcohol Testing)		25.61
12320 - Substance Abuse Treatment Counselor		22.28
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		16.34
13012 - Exhibits Specialist II		20.25
13013 - Exhibits Specialist III		24.77
13041 - Illustrator I		16.34
13042 - Illustrator II		20.25
13043 - Illustrator III		24.77
13047 - Librarian		22.42
13050 - Library Aide/Clerk		12.16
13054 - Library Information Technology Systems Administrator		20.25
13058 - Library Technician		16.23
13061 - Media Specialist I		14.61
13062 - Media Specialist II		16.34
13063 - Media Specialist III		18.23
13071 - Photographer I		14.98
13072 - Photographer II		16.75
13073 - Photographer III		20.76
13074 - Photographer IV		25.39
13075 - Photographer V		30.72
13090 - Technical Order Library Clerk		17.31
13110 - Video Teleconference Technician		14.85
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.09
14042 - Computer Operator II		18.01
14043 - Computer Operator III		20.08
14044 - Computer Operator IV		22.31
14045 - Computer Operator V		24.70
14071 - Computer Programmer I	(see 1)	18.27
14072 - Computer Programmer II	(see 1)	22.64
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		16.09
14160 - Personal Computer Support Technician		22.67
14170 - System Support Specialist		24.70
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.73
15020 - Aircrew Training Devices Instructor (Rated)		38.39
15030 - Air Crew Training Devices Instructor (Pilot)		46.03
15050 - Computer Based Training Specialist / Instructor		31.73
15060 - Educational Technologist		29.40
15070 - Flight Instructor (Pilot)		46.03
15080 - Graphic Artist		30.38
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.03
15086 - Maintenance Test Pilot, Rotary Wing		46.03
15088 - Non-Maintenance Test/Co-Pilot		46.03
15090 - Technical Instructor		24.84
15095 - Technical Instructor/Course Developer		30.38
15110 - Test Proctor		20.05
15120 - Tutor		20.05
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.17
16030 - Counter Attendant		12.17
16040 - Dry Cleaner		14.94
16070 - Finisher, Flatwork, Machine		12.17
16090 - Presser, Hand		12.17
16110 - Presser, Machine, Drycleaning		12.17
16130 - Presser, Machine, Shirts		12.17
16160 - Presser, Machine, Wearing Apparel, Laundry		12.17
16190 - Sewing Machine Operator		16.01
16220 - Tailor		17.05
16250 - Washer, Machine		12.83
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		28.02
19040 - Tool And Die Maker		33.76
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.38
21030 - Material Coordinator		25.05
21040 - Material Expediter		25.05
21050 - Material Handling Laborer		16.49
21071 - Order Filler		14.69
21080 - Production Line Worker (Food Processing)		19.38
21110 - Shipping Packer		18.91
21130 - Shipping/Receiving Clerk		18.91
21140 - Store Worker I		15.23
21150 - Stock Clerk		20.52
21210 - Tools And Parts Attendant		19.38
21410 - Warehouse Specialist		19.38
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.93
23019 - Aircraft Logs and Records Technician		24.64
23021 - Aircraft Mechanic I		29.40
23022 - Aircraft Mechanic II		30.93
23023 - Aircraft Mechanic III		32.26
23040 - Aircraft Mechanic Helper		21.16
23050 - Aircraft, Painter		28.02
23060 - Aircraft Servicer		24.64
23070 - Aircraft Survival Flight Equipment Technician		28.02
23080 - Aircraft Worker		26.30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		29.40
23110 - Appliance Mechanic		28.02
23120 - Bicycle Repairer		22.88
23125 - Cable Splicer		45.10
23130 - Carpenter, Maintenance		20.18
23140 - Carpet Layer		26.30
23160 - Electrician, Maintenance		35.71
23181 - Electronics Technician Maintenance I		26.30
23182 - Electronics Technician Maintenance II		28.02
23183 - Electronics Technician Maintenance III		29.40
23260 - Fabric Worker		24.64
23290 - Fire Alarm System Mechanic		25.35
23310 - Fire Extinguisher Repairer		22.88
23311 - Fuel Distribution System Mechanic		33.66
23312 - Fuel Distribution System Operator		26.30
23370 - General Maintenance Worker		18.62
23380 - Ground Support Equipment Mechanic		29.40
23381 - Ground Support Equipment Servicer		24.64
23382 - Ground Support Equipment Worker		26.30
23391 - Gunsmith I		22.88
23392 - Gunsmith II		26.30
23393 - Gunsmith III		29.40
23410 - Heating, Ventilation And Air-Conditioning Mechanic		21.38
23411 - Heating, Ventilation And Air Contidioning		

Mechanic (Research Facility)		22.49
23430 - Heavy Equipment Mechanic		27.38
23440 - Heavy Equipment Operator		22.30
23460 - Instrument Mechanic		29.40
23465 - Laboratory/Shelter Mechanic		28.02
23470 - Laborer		16.49
23510 - Locksmith		28.02
23530 - Machinery Maintenance Mechanic		27.88
23550 - Machinist, Maintenance		22.86
23580 - Maintenance Trades Helper		16.60
23591 - Metrology Technician I		29.40
23592 - Metrology Technician II		30.93
23593 - Metrology Technician III		32.26
23640 - Millwright		26.42
23710 - Office Appliance Repairer		28.02
23760 - Painter, Maintenance		20.19
23790 - Pipefitter, Maintenance		23.05
23810 - Plumber, Maintenance		21.97
23820 - Pneudraulic Systems Mechanic		29.40
23850 - Rigger		29.40
23870 - Scale Mechanic		26.30
23890 - Sheet-Metal Worker, Maintenance		27.31
23910 - Small Engine Mechanic		26.30
23931 - Telecommunications Mechanic I		33.49
23932 - Telecommunications Mechanic II		35.24
23950 - Telephone Lineman		42.24
23960 - Welder, Combination, Maintenance		21.94
23965 - Well Driller		27.82
23970 - Woodcraft Worker		29.40
23980 - Woodworker		22.88
24000 - Personal Needs Occupations		
24550 - Case Manager		18.02
24570 - Child Care Attendant		11.01
24580 - Child Care Center Clerk		13.73
24610 - Chore Aide		13.03
24620 - Family Readiness And Support Services Coordinator		18.02
24630 - Homemaker		18.02
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		22.99
25040 - Sewage Plant Operator		18.19
25070 - Stationary Engineer		22.99
25190 - Ventilation Equipment Tender		16.62
25210 - Water Treatment Plant Operator		18.19
27000 - Protective Service Occupations		
27004 - Alarm Monitor		15.35
27007 - Baggage Inspector		14.05
27008 - Corrections Officer		24.59
27010 - Court Security Officer		21.08
27030 - Detection Dog Handler		15.72
27040 - Detention Officer		24.59
27070 - Firefighter		16.40
27101 - Guard I		14.05
27102 - Guard II		15.72
27131 - Police Officer I		23.71
27132 - Police Officer II		26.35
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		17.07
28042 - Carnival Equipment Repairer		18.48
28043 - Carnival Worker		13.31
28210 - Gate Attendant/Gate Tender		16.57
28310 - Lifeguard		16.60
28350 - Park Attendant (Aide)		18.54
28510 - Recreation Aide/Health Facility Attendant		13.53
28515 - Recreation Specialist		22.95
28630 - Sports Official		14.77
28690 - Swimming Pool Operator		23.68
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		26.30
29020 - Hatch Tender		26.30
29030 - Line Handler		26.30
29041 - Stevedore I		24.64
29042 - Stevedore II		28.02
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		18.95
30022 - Archeological Technician II		21.20
30023 - Archeological Technician III		26.27
30030 - Cartographic Technician		26.27
30040 - Civil Engineering Technician		25.47
30051 - Cryogenic Technician I		28.56
30052 - Cryogenic Technician II		31.54
30061 - Drafter/CAD Operator I		18.95
30062 - Drafter/CAD Operator II		21.20
30063 - Drafter/CAD Operator III		23.64
30064 - Drafter/CAD Operator IV		28.56
30081 - Engineering Technician I		16.57

30082 - Engineering Technician II		18.61
30083 - Engineering Technician III		22.90
30084 - Engineering Technician IV		25.79
30085 - Engineering Technician V		31.55
30086 - Engineering Technician VI		38.17
30090 - Environmental Technician		24.64
30095 - Evidence Control Specialist		25.79
30210 - Laboratory Technician		25.55
30221 - Latent Fingerprint Technician I		28.56
30222 - Latent Fingerprint Technician II		31.54
30240 - Mathematical Technician		26.27
30361 - Paralegal/Legal Assistant I		18.82
30362 - Paralegal/Legal Assistant II		23.32
30363 - Paralegal/Legal Assistant III		28.53
30364 - Paralegal/Legal Assistant IV		34.51
30375 - Petroleum Supply Specialist		31.54
30390 - Photo-Optics Technician		26.27
30395 - Radiation Control Technician		31.54
30461 - Technical Writer I		25.79
30462 - Technical Writer II		31.54
30463 - Technical Writer III		38.15
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		28.56
30502 - Weather Forecaster II		34.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.64
30621 - Weather Observer, Senior	(see 2)	26.27
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		14.41
31030 - Bus Driver		20.13
31043 - Driver Courier		16.74
31260 - Parking and Lot Attendant		13.41
31290 - Shuttle Bus Driver		14.55
31310 - Taxi Driver		11.81
31361 - Truckdriver, Light		18.11
31362 - Truckdriver, Medium		19.49
31363 - Truckdriver, Heavy		23.24
31364 - Truckdriver, Tractor-Trailer		23.24
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		10.51
99050 - Desk Clerk		12.13
99095 - Embalmer		30.90
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		14.06
99252 - Laboratory Animal Caretaker II		15.20
99260 - Marketing Analyst		21.88
99310 - Mortician		30.90
99410 - Pest Controller		26.22
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		16.60
99711 - Recycling Specialist		19.97
99730 - Refuse Collector		15.05
99810 - Sales Clerk		13.61
99820 - School Crossing Guard		16.95
99830 - Survey Party Chief		23.07
99831 - Surveying Aide		14.27
99832 - Surveying Technician		19.59
99840 - Vending Machine Attendant		22.52
99841 - Vending Machine Repairer		27.99
99842 - Vending Machine Repairer Helper		22.52

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 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 communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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