

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 1165193		PAGE OF 1 22		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12444226Q0007		6. SOLICITATION ISSUE DATE 03/26/2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHN CAMACHO			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 04/06/2026 1700 CT	
9. ISSUED BY USDA-FS CSA EAST 4 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449				CODE 4442	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310 SIZE STANDARD: \$12.5	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO USDA FOREST SERVICE CHICKASAWHAY RANGER OFFICE 968 HIGHWAY 15 SOUTH LAUREL MS 39443-4720		CODE 447H	16. ADMINISTERED BY USDA-FS CSA EAST 4 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449					
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is for the replacement according to manufacturer specifications of the left side final drive on a John Deere 700J Fire Suppression Dozer all associated mounting hardware, parts, and labor. This solicitation has the following attachments: (01)Solicitation terms and conditions, (02)SOW, and (03)WD Perry County, MS. Delivery: 30 Days After Award Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Government Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				MARIAN W. FEIST				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 05/01/2026 to 08/31/2026 Final Drive repair on John Deere 700J crawler tractor. Product/Service Code: J024 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- TRACTORS Buyer: John Camacho at john.camacho@usda.gov CO: Marian feist at marian.feist@usda.gov				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

**Repair of John Deere 700J LGP Dozer
12444226Q0007**

Statement of Requirement

Replacement according to manufacturer specifications of the left side final drive on John Deere 700J Fire Suppression Dozer all associated mounting hardware, parts, and labor.

Schedule of Items

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
	See SF1449				

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

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

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

52.252-2 Clauses Incorporated by Reference

Feb 1998

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

- 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
 - Alternate I (Nov 2025) of 52.212-4
- 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.222-50 Combating Trafficking in Persons (Nov 2025)
 - Alternate I (Nov 2025) of 52.222-50
- 52.226-8 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)

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52.244-6 Alternate I (Nov 2025) of 52.240-91
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)

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

Employee Class	Monetary Wage -- Fringe Benefits
Heavy Equipment Mechanic	\$25.36

- 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)
- 52.223-9 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
- 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

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(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)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.240-92 Security Requirements (Nov 2025)
- 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
- 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

Other Applicable Clauses

- 52.217-8 Option to Extend Services (Nov 1999)
30 calendar days prior to contract expiration
- 52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

452.204-70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than \$1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a “Contractor Release of Claims” be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than \$1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a “Contractor Release of Claims” and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract

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closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

Solicitation Information

Award Type

It is anticipated that a purchase order 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.

Evaluation and Basis for Award

Price

The offeror shall provide pricing as requested in the Schedule of Supplies/Services on the SF1449. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Technical Acceptability

Technical Acceptability will be evaluated to receive an overall rating of "acceptable" or "unacceptable." This will be based on the offeror's ability to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements

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.

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Evaluation Method

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

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:

Questions shall be submitted via email to john.camacho@usda.gov and are due no later than April 1, 2026, at 5:00 PM Central 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)

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- 52.219-2 Equal Low Bids (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)
- 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
- 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

- 52.216-31 Time and Materials/Labor Hour Proposal Requirements - Commercial Acquisition (Nov 2021)
- 52.217-5 Evaluation of Options (Nov 2025)
- 52.225-18 Place of Manufacture (Aug 2018)
- 52.233-2 Service of Protest (Sep 2025)
- 52.237-1 Site Visits (Apr 1984)

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

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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) Ombudsman Program**

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

Informal Forum with the Ombudsman

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

Formal Agency Protest with the Ombudsman

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

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

Statement of Work
Chickasawhay Ranger District
John Deere 700J LGP Dozer Final Drive Replacement
FY26

BRIEF DESCRIPTION OF PROJECT:

Replacement according to manufacturer specifications of the left side final drive on a John Deere 700J Fire Suppression Dozer all associated mounting hardware, parts, and labor.

Location: Richton, MS

Period of Performance: Estimated start date is 30 days after receipt of award.

05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.01
05130 - Motor Equipment Metal Mechanic	17.98
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	17.98
05220 - Motor Vehicle Mechanic Helper	13.11
05250 - Motor Vehicle Upholstery Worker	14.96
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	16.91
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	14.18
05400 - Transmission Repair Specialist	17.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.48
07041 - Cook I	11.82
07042 - Cook II	13.82
07070 - Dishwasher	11.21
07130 - Food Service Worker	12.27
07210 - Meat Cutter	13.88
07260 - Waiter/Waitress	9.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.20
09040 - Furniture Handler	12.89
09080 - Furniture Refinisher	21.20
09090 - Furniture Refinisher Helper	15.64
09110 - Furniture Repairer, Minor	18.37
09130 - Upholsterer	21.20
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.91
11060 - Elevator Operator	12.02
11090 - Gardener	18.70
11122 - Housekeeping Aide	12.02
11150 - Janitor	12.02
11210 - Laborer, Grounds Maintenance	14.12
11240 - Maid or Houseman	11.30
11260 - Pruner	12.53
11270 - Tractor Operator	17.22
11330 - Trail Maintenance Worker	14.12
11360 - Window Cleaner	13.54
12000 - Health Occupations	
12010 - Ambulance Driver	18.83
12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	27.50
12015 - Certified Physical Therapist Assistant	29.00
12020 - Dental Assistant	17.51
12025 - Dental Hygienist	30.06
12030 - EKG Technician	30.37
12035 - Electroneurodiagnostic Technologist	30.37
12040 - Emergency Medical Technician	18.83
12071 - Licensed Practical Nurse I	17.92
12072 - Licensed Practical Nurse II	20.05
12073 - Licensed Practical Nurse III	22.34
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.98
12160 - Medical Record Clerk	18.06
12190 - Medical Record Technician	20.20
12195 - Medical Transcriptionist	17.82
12210 - Nuclear Medicine Technologist	44.05
12221 - Nursing Assistant I	12.82
12222 - Nursing Assistant II	14.42
12223 - Nursing Assistant III	15.74
12224 - Nursing Assistant IV	17.66
12235 - Optical Dispenser	18.77
12236 - Optical Technician	17.92

12250 - Pharmacy Technician	17.75
12280 - Phlebotomist	17.56
12305 - Radiologic Technologist	24.59
12311 - Registered Nurse I	25.54
12312 - Registered Nurse II	31.23
12313 - Registered Nurse II, Specialist	31.23
12314 - Registered Nurse III	37.79
12315 - Registered Nurse III, Anesthetist	37.79
12316 - Registered Nurse IV	45.30
12317 - Scheduler (Drug and Alcohol Testing)	24.83
12320 - Substance Abuse Treatment Counselor	16.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.28
13012 - Exhibits Specialist II	20.17
13013 - Exhibits Specialist III	24.67
13041 - Illustrator I	16.28
13042 - Illustrator II	20.17
13043 - Illustrator III	24.67
13047 - Librarian	22.33
13050 - Library Aide/Clerk	12.93
13054 - Library Information Technology Systems Administrator	20.17
13058 - Library Technician	16.28
13061 - Media Specialist I	14.52
13062 - Media Specialist II	16.28
13063 - Media Specialist III	18.15
13071 - Photographer I	14.52
13072 - Photographer II	16.24
13073 - Photographer III	20.12
13074 - Photographer IV	24.61
13075 - Photographer V	29.78
13090 - Technical Order Library Clerk	16.24
13110 - Video Teleconference Technician	14.55
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.96
14042 - Computer Operator II	17.85
14043 - Computer Operator III	19.89
14044 - Computer Operator IV	22.11
14045 - Computer Operator V	24.49
14071 - Computer Programmer I	(see 1) 19.90
14072 - Computer Programmer II	(see 1) 24.65
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	15.96
14160 - Personal Computer Support Technician	22.11
14170 - System Support Specialist	24.49
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.01
15020 - Aircrew Training Devices Instructor (Rated)	38.73
15030 - Air Crew Training Devices Instructor (Pilot)	46.43
15050 - Computer Based Training Specialist / Instructor	32.01
15060 - Educational Technologist	28.40
15070 - Flight Instructor (Pilot)	46.43
15080 - Graphic Artist	19.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.43
15086 - Maintenance Test Pilot, Rotary Wing	46.43
15088 - Non-Maintenance Test/Co-Pilot	46.43
15090 - Technical Instructor	17.76
15095 - Technical Instructor/Course Developer	21.73
15110 - Test Proctor	14.34
15120 - Tutor	14.34
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	11.69
16030 - Counter Attendant	11.69
16040 - Dry Cleaner	13.54
16070 - Finisher, Flatwork, Machine	11.69
16090 - Presser, Hand	11.69
16110 - Presser, Machine, Drycleaning	11.69
16130 - Presser, Machine, Shirts	11.69
16160 - Presser, Machine, Wearing Apparel, Laundry	11.69
16190 - Sewing Machine Operator	14.34
16220 - Tailor	15.19
16250 - Washer, Machine	12.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.85
19040 - Tool And Die Maker	29.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.54
21030 - Material Coordinator	26.10
21040 - Material Expediter	26.10
21050 - Material Handling Laborer	15.71
21071 - Order Filler	14.61
21080 - Production Line Worker (Food Processing)	16.54
21110 - Shipping Packer	17.27
21130 - Shipping/Receiving Clerk	17.27
21140 - Store Worker I	13.48
21150 - Stock Clerk	18.86
21210 - Tools And Parts Attendant	16.54
21410 - Warehouse Specialist	16.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.80
23019 - Aircraft Logs and Records Technician	20.66
23021 - Aircraft Mechanic I	25.36
23022 - Aircraft Mechanic II	26.80
23023 - Aircraft Mechanic III	28.24
23040 - Aircraft Mechanic Helper	17.55
23050 - Aircraft, Painter	23.85
23060 - Aircraft Servicer	20.66
23070 - Aircraft Survival Flight Equipment Technician	23.85
23080 - Aircraft Worker	22.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.36
23110 - Appliance Mechanic	23.85
23120 - Bicycle Repairer	19.07
23125 - Cable Splicer	41.30
23130 - Carpenter, Maintenance	20.71
23140 - Carpet Layer	22.29
23160 - Electrician, Maintenance	23.85
23181 - Electronics Technician Maintenance I	31.02
23182 - Electronics Technician Maintenance II	33.20
23183 - Electronics Technician Maintenance III	35.31
23260 - Fabric Worker	20.66
23290 - Fire Alarm System Mechanic	25.36
23310 - Fire Extinguisher Repairer	19.07
23311 - Fuel Distribution System Mechanic	25.36
23312 - Fuel Distribution System Operator	19.07
23370 - General Maintenance Worker	17.83
23380 - Ground Support Equipment Mechanic	25.36
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	22.29
23391 - Gunsmith I	19.07
23392 - Gunsmith II	22.29
23393 - Gunsmith III	25.36
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.89

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.13
23430 - Heavy Equipment Mechanic	25.36
23440 - Heavy Equipment Operator	19.80
23460 - Instrument Mechanic	25.36
23465 - Laboratory/Shelter Mechanic	23.85
23470 - Laborer	15.71
23510 - Locksmith	23.85
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	23.88
23580 - Maintenance Trades Helper	16.39
23591 - Metrology Technician I	25.36
23592 - Metrology Technician II	26.80
23593 - Metrology Technician III	28.24
23640 - Millwright	25.36
23710 - Office Appliance Repairer	22.22
23760 - Painter, Maintenance	18.44
23790 - Pipefitter, Maintenance	25.36
23810 - Plumber, Maintenance	23.85
23820 - Pneudraulic Systems Mechanic	25.36
23850 - Rigger	25.36
23870 - Scale Mechanic	22.29
23890 - Sheet-Metal Worker, Maintenance	25.36
23910 - Small Engine Mechanic	22.29
23931 - Telecommunications Mechanic I	27.73
23932 - Telecommunications Mechanic II	29.30
23950 - Telephone Lineman	25.36
23960 - Welder, Combination, Maintenance	24.07
23965 - Well Driller	25.36
23970 - Woodcraft Worker	25.36
23980 - Woodworker	19.07
24000 - Personal Needs Occupations	
24550 - Case Manager	15.85
24570 - Child Care Attendant	10.07
24580 - Child Care Center Clerk	12.55
24610 - Chore Aide	11.95
24620 - Family Readiness And Support Services Coordinator	15.85
24630 - Homemaker	15.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.62
25040 - Sewage Plant Operator	21.34
25070 - Stationary Engineer	23.62
25190 - Ventilation Equipment Tender	16.38
25210 - Water Treatment Plant Operator	21.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.48
27007 - Baggage Inspector	13.07
27008 - Corrections Officer	18.64
27010 - Court Security Officer	18.34
27030 - Detection Dog Handler	14.63
27040 - Detention Officer	18.64
27070 - Firefighter	15.86
27101 - Guard I	13.07
27102 - Guard II	14.63
27131 - Police Officer I	20.53
27132 - Police Officer II	22.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.39
28042 - Carnival Equipment Repairer	15.64
28043 - Carnival Worker	10.48
28210 - Gate Attendant/Gate Tender	16.58
28310 - Lifeguard	14.76
28350 - Park Attendant (Aide)	18.55
28510 - Recreation Aide/Health Facility Attendant	13.53

28515 - Recreation Specialist	22.18
28630 - Sports Official	14.76
28690 - Swimming Pool Operator	19.02
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.29
29020 - Hatch Tender	22.29
29030 - Line Handler	22.29
29041 - Stevedore I	20.66
29042 - Stevedore II	23.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	19.14
30022 - Archeological Technician II	21.41
30023 - Archeological Technician III	26.53
30030 - Cartographic Technician	26.53
30040 - Civil Engineering Technician	22.17
30051 - Cryogenic Technician I	29.38
30052 - Cryogenic Technician II	32.44
30061 - Drafter/CAD Operator I	19.14
30062 - Drafter/CAD Operator II	21.41
30063 - Drafter/CAD Operator III	23.87
30064 - Drafter/CAD Operator IV	29.38
30081 - Engineering Technician I	17.06
30082 - Engineering Technician II	19.14
30083 - Engineering Technician III	21.41
30084 - Engineering Technician IV	26.53
30085 - Engineering Technician V	32.44
30086 - Engineering Technician VI	39.25
30090 - Environmental Technician	26.53
30095 - Evidence Control Specialist	26.53
30210 - Laboratory Technician	23.87
30221 - Latent Fingerprint Technician I	29.38
30222 - Latent Fingerprint Technician II	32.44
30240 - Mathematical Technician	26.53
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	24.08
30363 - Paralegal/Legal Assistant III	29.45
30364 - Paralegal/Legal Assistant IV	35.63
30375 - Petroleum Supply Specialist	32.44
30390 - Photo-Optics Technician	26.53
30395 - Radiation Control Technician	32.44
30461 - Technical Writer I	26.53
30462 - Technical Writer II	32.44
30463 - Technical Writer III	39.25
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	29.38
30502 - Weather Forecaster II	35.73
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.87
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.53
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	13.93
31030 - Bus Driver	20.53
31043 - Driver Courier	15.91
31260 - Parking and Lot Attendant	12.37
31290 - Shuttle Bus Driver	15.20
31310 - Taxi Driver	11.48
31361 - Truckdriver, Light	17.29

31362 - Truckdriver, Medium	18.69
31363 - Truckdriver, Heavy	22.98
31364 - Truckdriver, Tractor-Trailer	22.98
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	10.67
99050 - Desk Clerk	12.47
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	18.38
99252 - Laboratory Animal Caretaker II	19.99
99260 - Marketing Analyst	25.81
99310 - Mortician	29.28
99410 - Pest Controller	17.96
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	18.22
99711 - Recycling Specialist	22.21
99730 - Refuse Collector	16.17
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	15.18
99830 - Survey Party Chief	21.27
99831 - Surveying Aide	13.83
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	20.85
99841 - Vending Machine Repairer	26.48
99842 - Vending Machine Repairer Helper	20.85

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 \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 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; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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