

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1173121		PAGE OF 1 27	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1240BE26Q0108		6. SOLICITATION ISSUE DATE 09/03/2026
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREA POLLOCK			b. TELEPHONE NUMBER (No collect calls) 458-200-5265		8. OFFER DUE DATE/LOCAL TIME 09/15/2026 1200 PT
9. ISSUED BY USDA-FS CSA NORTHWEST 3 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829				CODE 40BE	10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310 SIZE STANDARD: \$12.5		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐		13b. RATING 14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO USDA FOREST SERVICE DESCHUTES NTL FOREST SUPERVISOR 63095 DESCHUTES MARKET ROAD BEND OR 97701		CODE 04GG	16. ADMINISTERED BY USDA-FS CSA NORTHWEST 3 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
				CODE			
TELEPHONE NO.							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Deschutes National Forest Belly Dump Trailer Reconditioning Delivery: 03/31/2027 Period of Performance: 10/01/2026 to 03/31/2027						
0001	Full Frame Inspection and Reinforcement			2	EA		
0002	Complete Suspension/Axle Replacement			2	EA		
	Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☒ ARE ☐ ARE NOT ATTACHED.	
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.	
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				ANDREA J. POLLOCK			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Kingpin & Upper Coupler Plate Replacement	2	EA		
0004	Electrical System Replacement (Front to Back)	2	EA		
0005	Full Air System Replacement	2	EA		
0006	Hopper / Gate Rebuild Components	2	EA		
0007	New Hardware (Trailer Wide)	2	EA		
0008	New Safety Equipment	2	EA		
0009	Landing Gear Assembly	2	EA		
0010	Fender and Mudflap System	2	EA		
0011	Wheels and Tires	2	EA		
0012	Full Sandblast / Prep / Prime / Paint Continued ...	2	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

Description

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

Solicitation number 1240BE26Q0108 is issued as a Request for Quotation (RFQ) for complete reconditioning of two belly dump trailers.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 811310. The small business size standard is \$12.5 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 Government requires the complete reconditioning of two belly dump trailers. Work includes full structural refurbishment, replacement of critical mechanical systems, and complete modernization of electrical, air, and safety components. Both trailers will undergo full frame inspection and reinforcement, including crack repair, straightening, and replacement or fabrication of structural elements such as crossmembers and push blocks.

The requirement includes full suspension and axle replacement, installation of a new kingpin and upper coupler components (if needed), and a complete electrical and air system overhaul from front to back. The trailers' hopper and gate systems will be rebuilt, including installation of a new AR liner, rebushed hinges, and new cylinders.

Both trailers will receive new hardware throughout, updated safety equipment, a new landing gear assembly, and a new fender and mudflap system. Additionally, each trailer will be fitted with new wheels and tires.

Finally, both trailers must undergo a complete sandblast, surface preparation, priming, and repainting process to restore protective coatings and ensure long-term durability. All work must return the trailers to safe, reliable, and fully operational condition suitable for continued service.

Schedule of Items

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0001	Full Frame Inspection and Reinforcement	2	EA	\$	\$
0002	Complete Suspension/Axle Replacement	2	EA	\$	\$
0003	Kingpin & Upper Coupler Plate Replacement	2	EA	\$	\$
0004	Electrical System Replacement (Front to Back)	2	EA	\$	\$

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0005	Full Air System Replacement	2	EA	\$	\$
0006	Hopper / Gate Rebuild Components	2	EA	\$	\$
0007	New Hardware (Trailer-Wide)	2	EA	\$	\$
0008	New Safety Equipment	2	EA	\$	\$
0009	Landing Gear Assembly	2	EA	\$	\$
0010	Fender & Mudflap System	2	EA	\$	\$
0011	Wheels & Tires	2	EA	\$	\$
0012	Full Sandblast / Prep / Prime / Paint	2	EA	\$	\$
TOTAL					\$

Solicitation Attachments

The following documents are included as attachments to this solicitation and can be accessed via the “Attachments/Links” section of the posting.

- Attachment 1 - Performance Work Statement
- Attachment 2 – Wage Determination No. 2015-5565, Rev. No. 29, Dated 08/20/2026

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

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
- 52.233-3 Protest After Award (Sep 2025)
- 52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
- 52.240-91 Security Prohibitions and Exclusions (Nov 2025)
 - ☐ Alternate I (Nov 2025) of 52.240-91
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

- ☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
- ☒ 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
 - ☐ Alternate I (Mar 2020).
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
- ☒ 52.222-35 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)
- ☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
- ☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Wage Grade 10	\$30.76

- ☒ 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)
- ☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
- ☒ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

Other Applicable Clauses

- 52.245-2 Government Property

AGAR Clauses

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

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

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

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

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

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

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

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

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

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

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108

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.

Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108

- (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.

Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108

(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

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

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 and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

Solicitation Information

Award Type

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

It is anticipated that a firm-fixed price services 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.

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 best value to the Government.

Price:

The offeror shall provide pricing as requested in the Schedule of Items on page X of this Request for Quote. 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:

All quotations will be evaluated to determine the offeror that provides the best value to the Government based solely on Price and Past Performance.

The Government will:

1. Evaluate Past Performance to ensure it is Acceptable or Neutral.
2. Evaluate Price to determine whether it is fair and reasonable.

Award will be made to the offeror that:

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

- Has an Acceptable or Neutral past performance rating, and
- Submits a fair and reasonable price determined to be the best value to the Government.

Award will not necessarily be made to the lowest-priced offeror. Tradeoffs will not be conducted.

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Other Information - Include any other information as needed for the solicitation.

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

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

The following provisions are applicable if checked:

- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7

AGAR Provisions

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

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.

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

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 USDA 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.

**Deschutes National Forest Belly Dump Trailer Reconditioning
1240BE26Q0108**

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.

Performance Work Statement (PWS)

Reconditioning of Two Belly Dump Trailers

1.0 Scope

The Contractor shall provide all labor, materials, equipment, tools, and supervision necessary to fully recondition **two belly dump trailers**. Work includes structural refurbishment, mechanical system replacement, safety upgrades, and complete finishing and painting. The objective is to restore both trailers to safe, reliable, and fully operational condition suitable for continued service.

2.0 Requirements

2.1 Structural Repairs and Reinforcement

The Contractor shall perform full frame inspection and reinforcement on both trailers, including crack repair, straightening, replacement of bent crossmembers, cleaning and potential fabrication of new push blocks, and replacement of wood skins and wood sideboards with metal.

2.2 Suspension and Axle Replacement

The Contractor shall install new **50K spring suspension systems** with custom trunnion stands and new **23K drum brake axles** with spring brakes on all axles for both trailers.

2.3 Kingpin and Upper Coupler Components (As Required)

If needed, the Contractor shall replace the 5th-wheel plate, kingpin, and any required weld-in structural components.

2.4 Electrical System Replacement

The Contractor shall install a complete new electrical system from front to back, including sealed harness, junction box, LED lighting, connectors, grommets, and conduit.

2.5 Air System Replacement

The Contractor shall replace the entire air system including tanks, valves, gladhand connectors, hoses, pressure protection valves, and dump valves.

2.6 Hopper and Gate Rebuild

The Contractor shall install a new AR liner, replace gate skins if needed, rebush hinges, and install new gate cylinders. The goal of the replacement of the AR liner is not to fix existing dents in current exterior skin. This work shall restore proper hopper and gate functionality.

2.7 Hardware Replacement

All hardware throughout the trailers shall be replaced, including bolts, washers, locknuts, hinge pins, brackets, and clamps.

2.8 Safety Equipment

The Contractor shall install new DOT reflective tape, conspicuity markings, and safety chains on both trailers. The underride guard shall be refurbished on the Windrow trailer only.

2.9 Landing Gear Assembly

The Contractor shall install two-speed, high-capacity landing gear assemblies, securely welded to reinforced plates.

2.10 Fender and Mudflap System

The Contractor shall provide new brackets, anti-sail bars, splash guards, and fabricate new metal fenders blended seamlessly into the trailer bodies.

2.11 Wheels and Tires

The Contractor shall furnish and install **8 tires and 8 wheels per trailer** (16 total of each).

2.12 Surface Preparation and Painting

The Contractor shall perform full sandblasting to gray metal, apply epoxy primer, and finish with metallic gray paint on both trailers.

3.0 Deliverables

- Two fully reconditioned belly dump trailers meeting all requirements described herein.
- Verification of component replacement and completion of structural reinforcement.
- Final inspection documentation verifying the trailers are safe, functional, and ready for operational use.

4.0 Performance Standards

All work shall meet industry standards for heavy equipment refurbishment and comply with applicable safety, structural, and operational requirements. Finished trailers must be free of defects, fully functional, and ready for field deployment.

5.0 Quality Assurance Surveillance Plan (QASP)

5.1 Purpose

This Quality Assurance Surveillance Plan (QASP) provides the Government's methodology for monitoring the Contractor's performance to ensure all requirements of the Performance Work Statement (PWS) are met. The QASP is intended to facilitate effective oversight of the firm-fixed-price services without imposing additional duties on the Contractor beyond the PWS requirements.

5.2 Government Oversight

The Government will evaluate Contractor performance through inspections, reviews, and communication throughout contract execution. The Contracting Officer (CO) will delegate

routine surveillance responsibilities to the Contracting Officer's Representative (COR). Only the CO may make changes to the contract.

5.3 Performance Objectives

The Government will monitor Contractor performance to ensure the following objectives are met:

1. All required trailer reconditioning tasks are completed in accordance with the PWS.
2. "If needed" items are performed only when authorized by the Government.
3. Work is completed within the agreed period of performance.
4. Deliverables (e.g., completed trailers, reports, approvals) meet contract standards.
5. Contractor communication is timely, accurate, and professional.

5.4 Surveillance Methods

The Government may use one or more of the following surveillance methods:

5.4.1 Periodic Inspections

The COR will conduct periodic inspections of work in progress and completed work. Inspections will verify compliance with structural, mechanical, electrical, and finishing requirements as described in the PWS.

5.4.2 Document Review

The Government will review condition reports, invoices, and any documentation required when requesting authorization for "if needed" items.

5.4.3 Contractor Communication

The Government will assess responsiveness, clarity, and cooperation in routine correspondence, coordination activities, and responses to Government inquiries.

5.4.4 Final Inspection

Upon completion, the Government will inspect both trailers to verify all required work has been accomplished and all systems and components function safely and properly.

5.5 Performance Standards

Performance will be evaluated based on:

- **Compliance:** Work matches the specifications and requirements in the PWS.
- **Quality:** Workmanship meets industry standards and produces safe, reliable equipment.

- **Timeliness:** Work progresses according to the schedule and meets the completion deadline.
- **Past Performance Behavior:** Contractor demonstrates professionalism and adequate performance consistency.

5.6 Acceptable Performance Levels

- **Acceptable:** Work meets PWS requirements with no significant deficiencies.
- **Unacceptable:** Work fails to meet PWS requirements, shows repeated deficiencies, or requires excessive rework.

Failure to achieve acceptable performance may result in corrective actions, withholding of payment for incomplete work, or other remedies available to the Government.

5.7 Documentation

The COR will maintain records of inspections, communications, and findings throughout the performance period. All documentation will be provided to the CO upon request.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5565
Revision No.: 29
Date Of Last Revision: 8/20/2026

State: Oregon

Area: Oregon Counties of Deschutes

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		20.77
01012 - Accounting Clerk II		23.31
01013 - Accounting Clerk III		26.07
01020 - Administrative Assistant		33.35
01035 - Court Reporter		21.87
01041 - Customer Service Representative I		18.21
01042 - Customer Service Representative II		19.88
01043 - Customer Service Representative III		22.30
01051 - Data Entry Operator I		19.21
01052 - Data Entry Operator II		20.96
01060 - Dispatcher, Motor Vehicle		25.90
01070 - Document Preparation Clerk		17.41
01090 - Duplicating Machine Operator		17.41
01111 - General Clerk I		19.01
01112 - General Clerk II		20.75
01113 - General Clerk III		23.28
01120 - Housing Referral Assistant		24.38
01141 - Messenger Courier		15.63
01191 - Order Clerk I		22.50
01192 - Order Clerk II		24.34
01261 - Personnel Assistant (Employment) I		20.46
01262 - Personnel Assistant (Employment) II		22.89
01263 - Personnel Assistant (Employment) III		25.53
01270 - Production Control Clerk		27.86
01290 - Rental Clerk		21.55
01300 - Scheduler, Maintenance		19.55
01311 - Secretary I		19.55
01312 - Secretary II		21.87
01313 - Secretary III		24.38
01320 - Service Order Dispatcher		23.15
01410 - Supply Technician		33.35
01420 - Survey Worker		24.07
01460 - Switchboard Operator/Receptionist		20.60
01531 - Travel Clerk I		20.42
01532 - Travel Clerk II		22.21
01533 - Travel Clerk III		23.95
01611 - Word Processor I		17.41
01612 - Word Processor II		19.55
01613 - Word Processor III		21.87
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.19
05010 - Automotive Electrician		26.14
05040 - Automotive Glass Installer		24.76
05070 - Automotive Worker		24.76
05110 - Mobile Equipment Servicer		21.87
05130 - Motor Equipment Metal Mechanic		27.55
05160 - Motor Equipment Metal Worker		24.76
05190 - Motor Vehicle Mechanic		27.55
05220 - Motor Vehicle Mechanic Helper		20.46
05250 - Motor Vehicle Upholstery Worker		23.31
05280 - Motor Vehicle Wrecker		24.76
05310 - Painter, Automotive		26.14
05340 - Radiator Repair Specialist		24.76
05370 - Tire Repairer		23.10
05400 - Transmission Repair Specialist		27.55
07000 - Food Preparation And Service Occupations		
07010 - Baker		18.84

07041 - Cook I	21.62
07042 - Cook II	24.46
07070 - Dishwasher	17.50
07130 - Food Service Worker	18.27
07210 - Meat Cutter	24.76
07260 - Waiter/Waitress	17.29
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.75
09040 - Furniture Handler	15.84
09080 - Furniture Refinisher	23.75
09090 - Furniture Refinisher Helper	18.58
09110 - Furniture Repairer, Minor	21.18
09130 - Upholsterer	23.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.22
11060 - Elevator Operator	20.70
11090 - Gardener	27.92
11122 - Housekeeping Aide	20.70
11150 - Janitor	20.70
11210 - Laborer, Grounds Maintenance	22.26
11240 - Maid or Houseman	18.17
11260 - Pruner	20.49
11270 - Tractor Operator	26.12
11330 - Trail Maintenance Worker	22.26
11360 - Window Cleaner	22.49
12000 - Health Occupations	
12010 - Ambulance Driver	21.42
12011 - Breath Alcohol Technician	32.53
12012 - Certified Occupational Therapist Assistant	44.64
12015 - Certified Physical Therapist Assistant	32.59
12020 - Dental Assistant	28.65
12025 - Dental Hygienist	57.52
12030 - EKG Technician	49.31
12035 - Electroneurodiagnostic Technologist	49.31
12040 - Emergency Medical Technician	21.42
12071 - Licensed Practical Nurse I	29.07
12072 - Licensed Practical Nurse II	32.53
12073 - Licensed Practical Nurse III	36.28
12100 - Medical Assistant	24.08
12130 - Medical Laboratory Technician	41.88
12160 - Medical Record Clerk	26.10
12190 - Medical Record Technician	29.19
12195 - Medical Transcriptionist	29.66
12210 - Nuclear Medicine Technologist	71.49
12221 - Nursing Assistant I	17.49
12222 - Nursing Assistant II	19.67
12223 - Nursing Assistant III	21.46
12224 - Nursing Assistant IV	24.08
12235 - Optical Dispenser	25.91
12236 - Optical Technician	29.07
12250 - Pharmacy Technician	27.38
12280 - Phlebotomist	25.53
12305 - Radiologic Technologist	45.97
12311 - Registered Nurse I	36.58
12312 - Registered Nurse II	44.75
12313 - Registered Nurse II, Specialist	44.75
12314 - Registered Nurse III	54.16
12315 - Registered Nurse III, Anesthetist	54.16
12316 - Registered Nurse IV	64.91
12317 - Scheduler (Drug and Alcohol Testing)	40.30
12320 - Substance Abuse Treatment Counselor	31.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	28.56
13012 - Exhibits Specialist II	35.38
13013 - Exhibits Specialist III	43.29
13041 - Illustrator I	28.56
13042 - Illustrator II	35.38
13043 - Illustrator III	43.29
13047 - Librarian	39.18
13050 - Library Aide/Clerk	22.75
13054 - Library Information Technology Systems Administrator	35.38
13058 - Library Technician	23.16
13061 - Media Specialist I	25.53
13062 - Media Specialist II	28.56
13063 - Media Specialist III	31.85
13071 - Photographer I	21.10
13072 - Photographer II	23.60
13073 - Photographer III	29.24
13074 - Photographer IV	35.77
13075 - Photographer V	43.27
13090 - Technical Order Library Clerk	28.56
13110 - Video Teleconference Technician	25.56
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.09
14042 - Computer Operator II	26.94
14043 - Computer Operator III	30.02
14044 - Computer Operator IV	33.37
14045 - Computer Operator V	36.96
14071 - Computer Programmer I	(see 1) 27.27
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		24.09
14160 - Personal Computer Support Technician		33.37
14170 - System Support Specialist		36.96
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.55
15020 - Aircrew Training Devices Instructor (Rated)		43.02
15030 - Air Crew Training Devices Instructor (Pilot)		51.56
15050 - Computer Based Training Specialist / Instructor		35.55
15060 - Educational Technologist		40.81
15070 - Flight Instructor (Pilot)		51.56
15080 - Graphic Artist		27.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		51.56
15086 - Maintenance Test Pilot, Rotary Wing		51.56
15088 - Non-Maintenance Test/Co-Pilot		51.56
15090 - Technical Instructor		28.85
15095 - Technical Instructor/Course Developer		35.29
15110 - Test Proctor		23.30
15120 - Tutor		23.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		19.37
16030 - Counter Attendant		19.37
16040 - Dry Cleaner		22.15
16070 - Finisher, Flatwork, Machine		19.37
16090 - Presser, Hand		19.37
16110 - Presser, Machine, Drycleaning		19.37
16130 - Presser, Machine, Shirts		19.37
16160 - Presser, Machine, Wearing Apparel, Laundry		19.37
16190 - Sewing Machine Operator		23.08
16220 - Tailor		23.98
16250 - Washer, Machine		20.30
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		34.18
19040 - Tool And Die Maker		41.60
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.74
21030 - Material Coordinator		27.86
21040 - Material Expediter		27.86
21050 - Material Handling Laborer		21.79
21071 - Order Filler		21.77
21080 - Production Line Worker (Food Processing)		23.74
21110 - Shipping Packer		23.29
21130 - Shipping/Receiving Clerk		23.29
21140 - Store Worker I		17.60
21150 - Stock Clerk		21.78
21210 - Tools And Parts Attendant		23.74
21410 - Warehouse Specialist		23.74
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.99
23019 - Aircraft Logs and Records Technician		28.96
23021 - Aircraft Mechanic I		34.25
23022 - Aircraft Mechanic II		35.99
23023 - Aircraft Mechanic III		37.81
23040 - Aircraft Mechanic Helper		25.41
23050 - Aircraft, Painter		32.47
23060 - Aircraft Servicer		28.96
23070 - Aircraft Survival Flight Equipment Technician		32.47
23080 - Aircraft Worker		30.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		30.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		34.25
23110 - Appliance Mechanic		30.04
23120 - Bicycle Repairer		22.76
23125 - Cable Splicer		63.47
23130 - Carpenter, Maintenance		29.64
23140 - Carpet Layer		31.23
23160 - Electrician, Maintenance		43.08
23181 - Electronics Technician Maintenance I		32.37
23182 - Electronics Technician Maintenance II		34.18
23183 - Electronics Technician Maintenance III		36.01
23260 - Fabric Worker		30.48
23290 - Fire Alarm System Mechanic		32.61
23310 - Fire Extinguisher Repairer		28.59
23311 - Fuel Distribution System Mechanic		36.75
23312 - Fuel Distribution System Operator		29.14
23370 - General Maintenance Worker		26.06
23380 - Ground Support Equipment Mechanic		34.25
23381 - Ground Support Equipment Servicer		28.96
23382 - Ground Support Equipment Worker		30.76
23391 - Gunsmith I		28.59
23392 - Gunsmith II		32.37
23393 - Gunsmith III		36.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic		30.20
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		31.73

23430 - Heavy Equipment Mechanic	36.14
23440 - Heavy Equipment Operator	32.46
23460 - Instrument Mechanic	36.01
23465 - Laboratory/Shelter Mechanic	34.18
23470 - Laborer	21.79
23510 - Locksmith	34.18
23530 - Machinery Maintenance Mechanic	31.58
23550 - Machinist, Maintenance	30.24
23580 - Maintenance Trades Helper	20.86
23591 - Metrology Technician I	36.01
23592 - Metrology Technician II	37.84
23593 - Metrology Technician III	39.75
23640 - Millwright	36.01
23710 - Office Appliance Repairer	30.04
23760 - Painter, Maintenance	23.30
23790 - Pipefitter, Maintenance	42.10
23810 - Plumber, Maintenance	39.91
23820 - Pseudraulic Systems Mechanic	36.01
23850 - Rigger	36.01
23870 - Scale Mechanic	32.37
23890 - Sheet-Metal Worker, Maintenance	30.44
23910 - Small Engine Mechanic	28.01
23931 - Telecommunications Mechanic I	30.05
23932 - Telecommunications Mechanic II	31.57
23950 - Telephone Lineman	31.70
23960 - Welder, Combination, Maintenance	27.36
23965 - Well Driller	33.41
23970 - Woodcraft Worker	36.01
23980 - Woodworker	28.59
24000 - Personal Needs Occupations	
24550 - Case Manager	23.81
24570 - Child Care Attendant	18.04
24580 - Child Care Center Clerk	22.51
24610 - Chore Aide	20.74
24620 - Family Readiness And Support Services Coordinator	23.81
24630 - Homemaker	23.81
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.09
25040 - Sewage Plant Operator	31.37
25070 - Stationary Engineer	33.09
25190 - Ventilation Equipment Tender	24.55
25210 - Water Treatment Plant Operator	31.37
27000 - Protective Service Occupations	
27004 - Alarm Monitor	31.75
27007 - Baggage Inspector	18.81
27008 - Corrections Officer	37.55
27010 - Court Security Officer	34.60
27030 - Detection Dog Handler	21.05
27040 - Detention Officer	37.55
27070 - Firefighter	31.04
27101 - Guard I	18.81
27102 - Guard II	21.05
27131 - Police Officer I	42.08
27132 - Police Officer II	46.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.30
28042 - Carnival Equipment Repairer	22.78
28043 - Carnival Worker	16.71
28210 - Gate Attendant/Gate Tender	24.81
28310 - Lifeguard	18.24
28350 - Park Attendant (Aide)	27.74
28510 - Recreation Aide/Health Facility Attendant	20.25
28515 - Recreation Specialist	34.38
28630 - Sports Official	22.11
28690 - Swimming Pool Operator	25.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.37
29020 - Hatch Tender	32.37
29030 - Line Handler	32.37
29041 - Stevedore I	30.48
29042 - Stevedore II	34.18
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 35.33
30021 - Archeological Technician I	21.12
30022 - Archeological Technician II	23.62
30023 - Archeological Technician III	29.26
30030 - Cartographic Technician	29.26
30040 - Civil Engineering Technician	42.79
30051 - Cryogenic Technician I	32.41
30052 - Cryogenic Technician II	35.80
30061 - Drafter/CAD Operator I	21.12
30062 - Drafter/CAD Operator II	23.62
30063 - Drafter/CAD Operator III	26.34
30064 - Drafter/CAD Operator IV	32.41
30081 - Engineering Technician I	18.82
30082 - Engineering Technician II	21.12

30083 - Engineering Technician III	23.62
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.80
30086 - Engineering Technician VI	43.32
30090 - Environmental Technician	29.26
30095 - Evidence Control Specialist	29.26
30210 - Laboratory Technician	26.34
30221 - Latent Fingerprint Technician I	32.41
30222 - Latent Fingerprint Technician II	35.80
30240 - Mathematical Technician	29.26
30361 - Paralegal/Legal Assistant I	23.42
30362 - Paralegal/Legal Assistant II	29.01
30363 - Paralegal/Legal Assistant III	35.49
30364 - Paralegal/Legal Assistant IV	42.95
30375 - Petroleum Supply Specialist	35.80
30390 - Photo-Optics Technician	29.26
30395 - Radiation Control Technician	35.80
30461 - Technical Writer I	29.26
30462 - Technical Writer II	35.80
30463 - Technical Writer III	43.32
30491 - Unexploded Ordnance (UXO) Technician I	29.57
30492 - Unexploded Ordnance (UXO) Technician II	35.78
30493 - Unexploded Ordnance (UXO) Technician III	42.89
30494 - Unexploded (UXO) Safety Escort	29.57
30495 - Unexploded (UXO) Sweep Personnel	29.57
30501 - Weather Forecaster I	32.41
30502 - Weather Forecaster II	39.42
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 26.34
30621 - Weather Observer, Senior	(see 2) 29.26
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.78
31020 - Bus Aide	18.00
31030 - Bus Driver	24.07
31043 - Driver Courier	20.86
31260 - Parking and Lot Attendant	18.03
31290 - Shuttle Bus Driver	18.59
31310 - Taxi Driver	15.33
31361 - Truckdriver, Light	22.30
31362 - Truckdriver, Medium	23.77
31363 - Truckdriver, Heavy	30.36
31364 - Truckdriver, Tractor-Trailer	30.36
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.45
99030 - Cashier	17.45
99050 - Desk Clerk	18.04
99095 - Embalmer	29.57
99130 - Flight Follower	29.57
99251 - Laboratory Animal Caretaker I	21.25
99252 - Laboratory Animal Caretaker II	22.72
99260 - Marketing Analyst	37.14
99310 - Mortician	29.57
99410 - Pest Controller	26.85
99510 - Photofinishing Worker	15.54
99710 - Recycling Laborer	32.56
99711 - Recycling Specialist	38.21
99730 - Refuse Collector	29.97
99810 - Sales Clerk	18.13
99820 - School Crossing Guard	18.48
99830 - Survey Party Chief	37.90
99831 - Surveying Aide	23.81
99832 - Surveying Technician	32.41
99840 - Vending Machine Attendant	23.56
99841 - Vending Machine Repairer	28.52
99842 - Vending Machine Repairer Helper	23.56

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 contract. 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: \$5.92 per hour, up to 40 hours per week, or \$236.80 per week or \$1,026.13 per month

HEALTH & WELFARE EO 13706: \$5.42 per hour, up to 40 hours per week, or \$216.80 per week, or \$939.46 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (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)).""