1. GENERAL INFORMATION

Document Type:	Combined Synopsis/Solicitation
Solicitation Number:	12363N26Q4163
Posted Date:	05/27/2026
Original Response Date:	06/30/2026
Current Response Date:	N/A
Product or Service Code:	Z1LB
Set Aside:	Small Business
NAICS Code:	237310 Highway, Street, and Bridge Construction – $45 Million

Contracting Office Address

USDA Forest Service
Procurement and Property Services
National Stewardship Contracting Branch
1400 Independence Ave. SW, MS-1138
Washington DC 20250-1138

This is a combined synopsis/solicitation for commercial services prepared in accordance with FAR 12. This announcement constitutes the only solicitation; offers are being requested, and a separate written solicitation will not be issued.

Solicitation number 12363N26Q4163 has been issued as a Request for Quotes (RFQ) for the Siuslaw NF Hebo Annual Road Maintenance.

This acquisition is set aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

The associated North American Industrial Classification System (NAICS) code for this procurement is 237310 – Highway, Street, and Bridge Construction, with a small business size standard of $45 Million. The product service code is Z1LB. The government intends to award a Firm Fixed Price contract resulting from this combined synopsis/solicitation to the responsible offeror whose offer, conforming to the synopsis/solicitation, will be most advantageous to the government (as determined by the solicitation evaluation criteria). All responsible sources may submit a quotation which will be considered by the agency, and proposals shall be valid for 60 days after the date of receipt for the solicitation.

Points of Contact

Thomas Tran, Contracting Officer, thomas.tran2@usda.gov

No organized site visit is scheduled for this project. Interested vendors are encouraged to visit the project area to familiarize themselves with the requirements.

Offerors shall quote in accordance with the SOW. Please provide your price and technical proposal separately. Technical proposals that fail to adequately address all evaluation factors and criteria may receive a reduced score or may not be considered.

Quotes shall be valid for a minimum of 60 calendar days after submission.

Please label file name by format below:
Company name, price or technical proposal or both and name of project
Ex. USDA Price/Technical Proposal Solicitation #

Payment will be made via EFT. Invoice using IPP.Gov						
Set Aside For:	Large	Small	Woman-Owned	SDVOSB	Hubzone	8(a)
(Please check all that apply)		X				
MUST HAVE ALL INFO BELOW						
Company Name:						
Vendor Rep:						
Phone:						
Email:						
Mailing Address:						
UEI SAM #						

Estimated Period of Performance 07/15/2026 – 06/30/2027

Contractor Signature: _____

Contractor Parent BPA/IDIQ #: _____

QUOTES ARE DUE BY: 06/30/2026 by 11:00AM CST

Questions are due on 06/03/2026 at 11:00AM CST

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12363N26Q4163	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	3. DATE ISSUED 5/27/2026	PAGE OF PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1170341	6. PROJECT NO.

7. ISSUED BY CODE 363N

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

8. ADDRESS OFFER TO

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

9. FOR INFORMATION CALL:	a. NAME THOMAS TRAN	b. EMAIL thomas.tran2@usda.gov

SOLICITATION

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

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

SOLICITATION FOR PRICING AND TECHNICAL PROPOSALS

1170341 R6 OR Siuslaw NF Hebo Annual Road Maintenance

See Schedule of Items, specific work description, supplemental specifications/terms and conditions, and attachments that apply to the work. These terms supplement the base IDIQ terms and conditions.
**ALL DOCUMENTS, INCLUDING A SCANNED COPY OF THE FULLY EXECUTED BID BOND IF REQUIRED, SHALL BE SUBMITTED ELECTRONICALLY TO THOMAS TRAN AT thomas.tran2@usda.gov AND RECEIVED BY THE DEADLINE IN BLOCK 13.

11. The Contractor shall begin performance upon receipt of notice to proceed and shall be completed no later than June 30, 2027.

This performance period is ☒ mandatory ☐ negotiable. (See FAR Clause 52.211-10)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	☒ YES ☐ NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS

a. Offers to perform the work specified in Item 10 shall be submitted by 11:00 am CDT, June 30, 2026. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing bid bonds shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required. **(If total price exceeds $150,000 - see page 5)**

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

d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

See schedule

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☒ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE 363N

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

27. PAYMENT WILL BE MADE BY

INVOICE PROCESSING PLATFORM IPP
ALL INVOICES MUST BE SUBMITTED
ELECTRONICALLY THROUGH THE
INVOICE PROCESSING PLATFORM IPP
VIA WWW IPP GOV

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

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

THOMAS T. TRAN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

SCHEDULE OF ITEMS / SERVICES

Project Name: Hebo Road Maintenance 26-01		
Contract #:	**Issue Date:**	**Issuing and Billing Office:** **Hebo Ranger Station** **31525 Hwy 22** **Hebo, OR 97122**
Contractor:		

ITEM NO.	Schedule of Supplies/Services	QUANTITY	UNIT OF MEASURE	RATE	AMOUNT
	BASE ITEMS				
0001	811(1) Surface Maintenance w/ Roller Compaction	132.14	Miles	$	$
0002	814(2) Paved Surface Cleaning: Double Lane	8	Miles	$	$
0003	834(2) Clean Ditches and Drainage Structures	140.01	Miles	$	$
0004	842(1) Cutting Roadway Vegetation	140.01	Miles	$	$
0005	881(1) Mobilization	3	LS	$	$
0006	813(2) Spot Surfacing	1620	CY	$	$
				TOTAL	$

EVALUATION CRITERIA:

TECHNICAL PROPOSAL INSTRUCTIONS

General
Proposals shall be submitted in two parts: a technical proposal and a price proposal. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The price proposal shall be submitted with the solicitation forms.

Offerors are cautioned that sufficient and detailed information must be presented in their proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to ask for additional information and in the absence of appropriate information, the proposal will be rated deficient.

Price Proposal
A completed schedule of items with pricing information completes this requirement.

Technical Proposal
Offerors shall submit technical information for their firm and any proposed major subcontractors. Please submit your past performance with the technical information. Also, the offeror shall submit information that illustrates a technical understanding of the work to be performed.

1) Relevant Past Performance:
Relevant Past Performance shall be obtained from previous work with the Federal Government and utilized for evaluation on this contract. Please provide at least 3 past performances with references.

2) Technical Approach:
All offerors should show a high level of understanding of the work to be performed. This can be accomplished by submitting with the proposal the following information:

1. Description of how the work will be performed
2. Schedule (accomplishing work while meeting weather conditions)
3. Key Personnel
4. List of equipment to be used

3) Experience/Qualification:
The Offeror will be evaluated on the experience and qualifications of their company and personnel.

Technical Evaluation Criteria
Technical proposals will be evaluated and rated by a Technical Evaluation Panel. Proposals shall be prepared in accordance with the proposal preparation instructions. The Government intends to evaluate quotations using a comparative evaluation methodology. This means quotations will be compared against one another to determine which provides the best value to the Government, based on the evaluation factors outlined in this solicitation.

The Government may consider quotations that exceed minimum requirements and offer additional value or benefits, even if they are not the lowest priced.

1) Relevant Past Performance:
a) Relevant Past Performance shall be provided and utilized for evaluation on this contract.

2) Technical Approach:
b) Understanding of Proposed Work: Offeror demonstrates a technical understanding of the proposed work including but not limited to preliminary scheduling, equipment requirements, site conditions and location, project challenges, and material requirements.

3) Experience/Qualification:
Evaluates the company's history, background, and ability to perform work of similar size, scope, and complexity. Specialized work and accomplishments relative to the scope of work.

4) Acceptability:
An offeror's documented response to the solicitation will not be deemed acceptable, if not received by the specified closing date and time, and the submitted proposal not clearly demonstrate the offerors understanding the needed work. In such cases the offeror will be viewed as having "failed" this criterion and will not be considered for award.

5) Cost or Price:
Each acceptable offer will be evaluated for reasonableness of proposal price. This criterion will include consideration of cost information provided. It is the Government's intent to assess the unit prices to determine reasonableness and offeror's understanding of the work and ability to perform the contract. The importance of price may become greater as the differences between technical proposals decrease. Where technical proposals are determined to be substantially equal, price may control award.

(b) Award. A written notice of award or acceptance of an offer, mailed or otherwise 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.

US Department of Agriculture (USDA)

Performance Work Statement

Road Maintenance Service for the Hebo Ranger District,
Siuslaw National Forest

Forest Service Road 1400 Road Maintenance

Solicitation: TBD
Purchase Order: TBD

Project

Siuslaw National Forest: FSR 1400 Road Maintenance

General Information

1.0 Scope of Work

The Siuslaw National Forest requires Surface Maintenance (811-1), Spot Surfacing (813-2), Paved Surface Cleaning (814-2), Ditch and Drainage Structure Maintenance (834-2), Cutting Roadway Vegetation (842-1), and Hazard or Obstruction Removal (851-4) within the Hebo Ranger District along FSR 1400.
Specific performance tasks are listed in paragraph 3.

2.0 Background

Project Location
The project covers 138.14 miles of road within the Northern portion of the Hebo Ranger District of the Siuslaw National Forest.
31525 Hwy 22
Hebo, OR 97122
503-392-5100
Attn: Eric Hays, P: 503-392-5156, C: 541-243-3702. eric.hays@usda.gov

2.1 Period of Performance

Base Period: October 1st, 2025 to June 30th, 2026

Contractor Requirements

3.0 Performance Tasks

3.1 General:

3.1.a. This is a non-Personnel Services Contract. The Contractor shall furnish all labor, supervision, equipment, transportation, (except those designated as Government-furnished), and incidentals for road maintenance activities within the Wallowa-Whitman National Forest within the scope of this contract.

Contractor Work Plan: The contractor shall submit a work plan for acceptance to the COR within 14 calendar days of award. **(Deliverable 01).** At a minimum the work plan shall include: 1) Key Personnel. 2) Traffic Control Plan iaw FSSS 156 and the Manual on Uniform Traffic Control Devices (MUTCD): https://mutcd.fhwa.dot.gov/. 3) Safety Plan. 4) Fire Plan. 5) Contractor's Quality Control Plan iaw FP-03 153.02 and Best Management Practices for Water Quality Management: Road Management Activities can be found in Section 3 at National Best Management Practices for Water Quality Management on National Forest System Lands (usda.gov). 6) FS Overload Permits. 7) Contractor equipment storage request.

3.2 Provide Roadway Surface Maintenance 811(1). The Contractor shall Provide Road Surface Maintenance for an estimated 16.45 miles of single lane (811) on FS Road 1400 (aggregate surface) on the Hebo Ranger District. See Map.

This work consists of making roads passable and providing drainage from the traveled way and roadbed. Smooth and shape native or aggregate surfaced roads including traveled way, shoulders, turnouts, and intersections. Borrow material from the cut bank may be used to build up road surface or fill in eroded sections of native surface. The road surface is maintained to standard when the surface is compact, shaped to drain, and where ditches and road surface drainage structures function efficiently. The road surface has no continuous ruts or rills, and no large concentrations of unsuitable materials remain. Slough and slide material has been removed or reintegrated into the roadbed to regain useable road width.

All native material and pit run travel ways requiring compaction shall be compacted using Compaction Method A (Breaking track while operating equipment on the traveled way). Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer until there is no visible evidence of further consolidation. Make at least two complete passes.

All aggregate surface travel ways requiring compaction shall be compacted using Compaction Method B (7-9 metric ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two times). For aggregate surface roads, adjust moisture content to a level suitable for compaction. Operate roller compaction equipment over the full width of the traveled way until there is no visible evidence of further consolidation. All Measurement for blading will be linear mile measured along the centerline of the roadway. Measurement will be measured to the nearest one-tenth (0.1) mile. This task is paid by the Mile.

The contractor shall ensure holes and major defects are removed from the road surface, road surface material contains sufficient moisture (is not too wet or too dry to achieve compaction). Berms created during operations are removed from the roadway.

Chart 3.2.1	Surface Maintenance Single Lane 811(1)			
Road Number	**Lanes**	**Specifications**	**Description**	**Estimated Miles**
All Roads	1 and 2	811(1)	Surface Maintenance Single Lane	132.14
Total Miles				**132.14**

Standard: Work shall comply with Acceptable Quality Levels 811, listed in the Quality Assurance Surveillance Program (QASP) at Attachment 2.

Acceptable Quality Level: 90%

3.3 Paved Surface Cleaning 814(2). Clean the paved surface to the existing width. Move materials away from road centerline on double-lane roads. Blade and shape existing shoulder material the entire width to drain away from the traveled way. Vegetative or other unsuitable materials may be bladed onto slopes adjacent to the roadbed unless otherwise required in SPECIAL PROJECT SPECIFICATIONS. Provide a smooth transition with final shaping to the paved surface edge. Move all material longitudinally off the deck while cleaning a bridge deck.

Chart 3.3.1	Paved Surface Cleaning 814(2)			
Road Number	Lanes	Specifications	Description	Estimated Miles
FSR 1400	2	814(2)	Paved Surface Cleaning- FSR 1400 MP 0.00 - MP 8.00	8
Total Miles				8

Standard: Work shall comply with Acceptable Quality Levels 814, listed in the Quality Assurance Surveillance Program (QASP) at Attachment 2.

Acceptable Quality Level: 90%

3.4 Clean Ditches and Drainage Structures 834(2). Drainage system maintenance is complete when no obstruction remains in the defined area adjacent to the structure or in ditches which have the potential to block water from entering the structure, back water into the structure (except for structures designed to function in a back-flooded manner) or divert water outside the defined channel. Equipment operation in live streams or hydraulic flushing of drainage structures is not permitted.

Materials produced from drainage system maintenance have been placed outside the roadway without concentration, without obstructing drainage ways or structures, and are not located where erosion can allow sediment delivery to streams. When specified in the ROAD LISTING, materials have been hauled and placed in designated disposal areas.

Chart 3.4.1	Clean Ditches and Drainage Structures 834 (2)			
Road Number	Lanes	Specifications	Description	Estimated Miles
All Roads	1 and 2	834(2)	Clean Ditches and Drainage Structures	140.01
Total Miles				140.01

Standard: Work shall comply with Acceptable Quality Levels 834, listed in the Quality Assurance Surveillance Program (QASP) at Attachment 2.

Acceptable Quality Level: 90%

3.5 Cutting Roadway Vegetation 842(1). Brush, trees and other vegetation are cut within each area treated to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps. All limbs which extend into the clearing limits, or over the roadbed, to a height of 14 feet above the traveled way surface elevation have been removed.

Brush, trees and other vegetation are cut within each area treated to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps. All limbs which extend into the clearing limits, or over the roadbed, to a height of 14 feet above the traveled way surface elevation have been removed.

Chart 3.5.1	Cutting Roadway Vegetation (10 feet from edge) 842(1)			
Road Number	Lanes	Specifications	Description	Estimated Miles
All Roads	1 and 2	842(1)	Cutting Roadway Vegetation	140.01
Total Miles				140.01

Standard: Work shall comply with Acceptable Quality Levels 842, listed in the Quality Assurance Surveillance Program (QASP) at Attachment 2.

Acceptable Quality Level: 90%

3.6 Mobilization 881(1). Mobilization of personnel, equipment, and material to the project site. Moving equipment outside the established work schedule as ordered.
Mobilization is complete when 100% of the personnel, equipment, and materials necessary to complete the work have been moved to the project site. Moving is complete when the contractor has moved from the present work site to the ordered work site and returned to the previous location.

Chart 3.6.1	Mobilization 881(1)			
Road Number	Lanes	Specifications	Description	Estimated LS
All Roads	1 and 2	881(1)	Paved Surface Cleaning- FSR 1400 MP 0.00 - MP 24.45	3
Total LS				3

Standard: Work shall comply with Acceptable Quality Levels 842, listed in the Quality Assurance Surveillance Program (QASP) at Attachment 2.

Acceptable Quality Level: 90%

3.7 Spot Surfacing Commercial Source 813(2). Materials are sourced from a commercial source. The material will be added to the road surfaces to improve driving conditions. Consists of an estimated 500 CY of 1 ½" minus. The work will be considered completed when all designated materials have been hauled and placed as required, roughness from the operation has been smoothed and compacted, damage to haul routes have been repaired, and materials have not been placed to prevent existing drainage systems (ditches and culverts) from functioning properly. See Map.

Load, haul, and place surface material to repair or stabilize road surfaces. Spot surfacing is complete when the designated quantity of the ordered material has been placed, shaped and compacted. This task is paid by the Cubic Yard (measured in vehicles, or in aggregate placed). Specific locations and quantities will be staked at the project location.

Chart 3.7.1	Spot Surfacing Commercial Source 813(2)			
Road Number	**Lanes**	**Specifications**	**Description**	**Estimated Cubic Yards**
MISC	1	813(2)	Spot Surfacing Commercial Source	1620
Total Cubic Yards				**1620**

Standard: Work shall comply with Acceptable Quality Levels 842, listed in the Quality Assurance Surveillance Program (QASP) at Attachment 2.

Acceptable Quality Level: 90%

4.0 Contractor Property

(a) The contractor may store equipment and materials within the Wallowa-Whitman National Forest as approved by the COR. The contractor shall submit an equipment and materials storage plan to the COR for approval within 7 calendar days of contract award. **(Deliverable 3)**

(b) The contractor stores equipment and material at its own risk and is responsible for the security of any contractor property stored on Government lands and facilities. The contractor holds the Government harmless for property security and damage.

5.0 Deliverables / Schedule

DELIVERABLE	REFERENCE	DUE	SUBMIT TO
(1) Contractor Quality Control Plan	PWS Paragraph 3.1.b. The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with this PWS.	Within fourteen (14) calendar days after contract award	Contracting Officer's Representative
(2) Proposed Project Plan	PWS Paragraphs 3.2 and 3,3 Proposed project plan which outlines the contractor's technical approach, equipment and material requirements, scheduling, and any government furnished property including material and equipment storage/parking and access required.	Within fourteen (14) calendar days after contract award and exercised option.	Contracting Officer's Representative

(3) Contractor Property Plan	PWS Paragraph 4.2, Contractor Property.	Within fourteen (14) calendar days after contract award	Contracting Officer's Representative
(4) Key Personnel	PWS Paragraph 7, Contractor's Key Personnel.	Within fourteen (14) calendar days after contract award	Contracting Officer's Representative

6.0 Travel

Not Used

7.0 Contractor's Key Personnel

The Contractor shall provide a Contract Manager and designated alternate, as applicable, who has full authority to act for the Contractor on all contract matters relating to this contract. The Contract Manager or alternate shall be available during the Government's regular working hours and shall be available on site within one hour after the Government's regular working hours. The Contractor shall submit the name and contact information of the contract manager in writing to the COR within 7 calendar days of award. **(Deliverable 04)**

8.0 Security Requirements

Not Used

9.0 Data Rights

Not Used

10.0 Section 508 – Electronic and Information Technology Standards

Not Used

Enclosures:

Site Map
Roads List

Hebo RD - Deferred Road Maintenance - FY26									Contractor:				Page 1
ROAD NO	LENGTH	842(1) Cutting Roadway Veg (10 feet from edge)	811(1) Surface Maintenance: Single Lane Roads	834(2) Clean Ditches and Drainage Structures	813(2) Spot Surfacing Commercial Source	813(1) Spot Surfacing GOVT Source	811(3) Roller Compaction: Single Lane	814(1) Paved Surface Cleaning: Single Lane	861 (2) Install Rock Barrier	Clear and Grub	851 (2) Logging out	881(1) Mobilization	
	MI	MI	MI	MI	CY	CY	MI	MI	EA	MI	EA	LS	
1400	24.45	24.45	16.58	24.45			16.58	7.9				3.0	
1400-139	0.35	0.35	0.35	0.35			0.35						
1400-141	0.41	0.41	0.41	0.41			0.41						
1400-142	0.94	0.94	0.94	0.94			0.94						
1400-163	0.58	0.58	0.58	0.58			0.58						
1410	3.62	3.62	3.62	3.62			3.62						
1424	2.69	2.69	2.69	2.69			2.69						
1428	1.09	1.09	1.09	1.09			1.09						
1430	2.22	2.22	2.22	2.22			2.22						
1431	1.82	1.82	1.82	1.82			1.82						
1491	6.10	6.10	6.10	6.10			6.10						
1492	2.75	2.75	2.75	2.75			2.75						
1492-115	1.30	1.30	1.30	1.30			1.30						
1492-119	0.10	0.10	0.10	0.10			0.10						
1492-120	0.20	0.20	0.20	0.20			0.20						
1492-121	0.49	0.49	0.49	0.49			0.49						
1492-124	0.10	0.10	0.10	0.10			0.10						
2210	3.64	3.64	3.64	3.64			3.64						
2210-132	0.36	0.36	0.36	0.36			0.36						
2210-134	0.34	0.34	0.34	0.34			0.34						
2202	2.05	2.05	2.05	2.05			2.05						
2202-111	0.47	0.47	0.47	0.47			0.47						
2213	1.50	1.50	1.50	1.50			1.50						
2214	3.14	3.14	3.14	3.14			3.14						
2214-111	0.98	0.98	0.98	0.98			0.98						
2214-112	0.33	0.33	0.33	0.33			0.33						
2214-113	0.71	2.58	2.58	2.58			2.58						
2214-114	0.56	0.56	0.56	0.56			0.56						
2234	6.47	6.47	6.47	6.47			6.47						
2234-119	0.28	0.28	0.28	0.28			0.28						
2247	1.51	1.51	1.51	1.51			1.51						
2247-112	0.20	0.20	0.20	0.20			0.20						
2247-115	0.72	0.72	0.72	0.72			0.72						
2247-118	0.10	0.10	0.10	0.10			0.10						
2282	5.34	5.34	5.34	5.34			5.34						
2282-115	0.43	0.43	0.43	0.43			0.43						
2282-116	0.25	0.25	0.25	0.25			0.25						
2282-117	0.20	0.20	0.20	0.20			0.20						
2282-118	0.17	0.17	0.17	0.17			0.17						
2282-121	1.39	1.39	1.39	1.39			1.39						
2283	3.48	3.48	3.48	3.48			3.48						
2283-120	0.80	0.80	0.80	0.80			0.80						
2283-121	0.67	0.67	0.67	0.67			0.67						
2284	3.17	3.17	3.17	3.17			3.17						
2299	2.05	2.05	2.05	2.05			2.05						
2299-115	0.48	0.48	0.48	0.48			0.48						
2299-117	0.52	0.52	0.52	0.52			0.52						
8300	4.78	4.78	4.78	4.78			4.78						
8376	5.16	5.16	5.16	5.16			5.16						
8376-113	1.23	1.23	1.23	1.23			1.23						
8376-141	1.98	1.98	1.98	1.98			1.98						
8377	6.78	6.78	6.78	6.78			6.78						
8530	1.57	1.57	1.57	1.57			1.57						
8530-124	1.45	1.45	1.45	1.45			1.45						
8533	5.11	5.11	5.11	5.11			5.11						
8533-131	0.75	0.75	0.75	0.75			0.75						
8573	4.40	4.40	4.40	4.40			4.40						
8593	2.20	2.20	2.20	2.20			2.20						
8594	2.29	2.29	2.29	2.29			2.29						
8595	4.19	4.19	4.19	4.19			4.19						
8598	4.73	4.73	4.73	4.73			4.73						
MISC					1620.00								
sheet total	47.25	140.01	132.14	140.01	1620.00	0.00	132.14	7.87	0.00	0.00	0.00	3.00	deliv

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4

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

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

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

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

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

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

Employee Class	Monetary Wage -- Fringe Benefits
Aircraft Mechanic	$XX.XX

☒ 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 (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)

☐ 52.240-92 Security Requirements (Nov 2025)
☐ Alternate II (Nov 2025) of 52.240-92
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (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

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

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

The following clauses are applicable when checked:

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

☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)
☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.336-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☒ Alternate I (Nov 1991) of 52.236-13
☒ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☒ 52.236-16 Quantity Surveys (Jul 2025)
☒ Alternate I (Apr 1984) of 52.236-16
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-21
☐ Alternate II (Apr 1984) of 52.236-21
☒ 52.242-14 Suspension of Work (Apr 1984)
☒ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

Other Applicable Clauses

52.217-6 Option for Increased Quantity (Mar 1989)
52.217-7 Option for Increased Quantity - Separately Priced Line Item (Mar 1989)
52.217-8 Option to Extend Services (Nov 1999)
30 calendar days prior to contract expiration
52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 30 Calendar days prior to contract expiration and 60 days
(c) five years and 6 months.
52.232-90 Fast Payment Procedures (Nov 2025)
52.245-1 Government Property (Sep 2021)
☐ Alternate I (Sep 2021) of 52.245-1
52.245-2 Government Property Installation Operation Services (Apr 2012)
52.245-9 Use and Charges (Apr 2012)
52.246-15 Certificate of Conformance (Apr 1984)
52.247-29 F.O.B. Origin (Feb 2006)
52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

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 closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

452.204-71 Personal Identity Verification of Contractor Employees (Nov 2025)
(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series.
(b) Should the USDA Directives 4620-002 require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing. The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.
(c) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.
(d) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system.
(e) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from [hours and days to be added by CO] to [hours and days to be added by CO] at [office address for registration to be added by CO]. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).
(End of Clause)

452.232-71 Progress Payments for Commercial Construction Contracts (Dec 2025)

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

(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

3. Materials delivered on site and preparatory work;
4. Materials delivered to the Contractor at locations other than the site, if:
   i. Specifically authorized by the contract; and
   ii. The Contractor provides satisfactory evidence of title and intended use in the contract.

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

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

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

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

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

_____(name)
_____(title)
_____(date)

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

1. Records and Documentation:
   (i) Certified progress payment requests and supporting documentation;
   (ii) Subcontractor and supplier invoices, payment records, and lien waivers;
   (iii) Updated schedule of values and progress schedules;
   (iv) Quality assurance and inspection reports;
   (v) Payroll records, if applicable under labor provisions.

2. Facilities and Worksite Access:
   (i) Physical access to the construction site for inspection of work progress;
   (ii) Access to off-site storage locations for materials billed but not yet incorporated into the work; or
   (iii) Access to any fabrication facilities where contract-related work is being performed.

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

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

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

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

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

(j) *Reservation of rights.*

1. No payment, vesting of title under this clause, or other action taken by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or
(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

2. The Government's rights and remedies under this clause-
   (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
   (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

1. Notify the Contracting Officer of such performance deficiency; and
2. Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-
   (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
   (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

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

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

1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
2. Waiving the right of the Government to require the fulfillment of all the terms of the contract.
3. The Government's rights and remedies under this clause-
   (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

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

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

(o) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-

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

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

Solicitation Information

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.

Technical Approach:

The technical approach will evaluate the ability of the offeror 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. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

- Ability of the offeror to meet the schedule requirements listed in the Statement of Work (SOW).
- Detailed explanation of any requirement listed in the SOW that cannot be successfully accomplished by the offeror.

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 identify the offeror presenting the most technically advantageous solution based on the stated evaluation criteria. Once the highest technically rated offeror is identified, their price will be evaluated to determine whether it is fair and reasonable. Past performance will also be assessed to ensure it is acceptable or neutral.

Award will be made to the offeror whose proposal is determined to be the highest technically rated, provided that:
- The proposed price is fair and reasonable, and
- Past performance is assessed as acceptable or neutral.

Award will not necessarily be made to the lowest-priced offeror. Award will be made to the contractor that offers the best value to the government.

Other Information

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

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

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

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

<u>The following provisions are applicable if checked:</u>

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☒ 52.223-4 Recovered Material Certification (May 2008)
☒ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☒ 52.225-6 Trade Agreements-Certificate (Feb 2021)

☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
☐ Alternate I (May 2014) of 52.225-10
☐ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
☐ Alternate I (May 2014) of 52.225-12
☐ Alternate II (Nov 2023) of 52.225-12
☒ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.228-1 Bid Guarantee (Sep 1996)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions
52.217-5 Evaluation of Options (Nov 2025)
52.225-18 Place of Manufacture (Aug 2018)
52.233-2 Service of Protest (Sep 2025)

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

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

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

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

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

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

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

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

ADDENDUM TO FAR 52.212-3

EMPLOYMENT OF ELIGIBLE WORKERS

WORKFORCE CERTIFICATION

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. **If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.**

H-2B Workers: (http://www.foreignlaborcert.doleta.gov/)
[ ] Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
[ ] Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

MSPA Workers: (http://www.dol.gov/whd/mspa/)
[ ] Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
[ ] Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)
Authorization includes:
[ ] Transporting workers
[ ] Driving
[ ] Housing workers
[ ] Company has applied for certificate of registration on _____.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.
State of _____ No._____

I, on behalf of said Company, certify to the above responses.

_____
(Signature) (Date)

_____
(Printed Name) (Title)

END of ADDENDUM TO FAR 52.212-3

MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT (MSPA)

https://www.dol.gov/agencies/whd/agriculture/mspa

This attachment shall be incorporated into any BPA Call that employs MSPA-protected employees.

Employment of Eligible Workers

1. ***General***

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at: *http://www.dol.gov/whd/mspa/index.htm*

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required.

For further information on the requirements of the H-2B program, visit OFLC's website:

http://www.foreignlaborcert.doleta.gov/

U.S. DOL's Wage and Hour's website:

https://www.dol.gov/agencies/whd/immigration/h2b/2015-final-rule

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. ***Definitions***

a. H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

b. Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

- A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
- An overnight absence from the migrant workers permanent place of residence is required.
- Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
    1. Spouse
    2. Children, stepchildren, or foster children
    3. Parents, stepparents, or foster parents, or
    4. Brothers and sisters

c. Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

3. ***Registration Requirements***

a. Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at *http://www.dol.gov/whd/regs/compliance/whdfs78.htm*. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at *https://www.foreignlaborcert.doleta.gov/h-2b.cfm* or by paper application.

b. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (*https://www.dol.gov/agencies/whd/forms/wh530*). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage *http://www.dol.gov/whd/regs/compliance/whdfs49.htm*.

4. ***Certifications***

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions

above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. ***Worker Protections***

a. Worker Information Posters

- A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
- The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

b. Personal protective equipment

- 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
- Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
- The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
    1. Head Protection
    2. Hearing Protection
    3. Eye/Face Protection
    4. Leg Protection
    5. Foot Protection
    6. Hand Protection
- PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

- A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

  Reference *https://www.osha.gov/SLTC/personalprotectiveequipment/index.html* or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

  The booklet can be found at: *https://www.osha.gov/Publications/osha3151.pdf*

  Manual Logging and Forestry Related activities: *https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html*

  General Machine and Vehicles Logging and Forestry Related activities: *https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html*

c. Field Sanitation.

   OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. ***Employment Requirements***

Fact Sheets with relevant information may be found at:

http://www.dol.gov/WHD/fact-sheets-index.htm

a. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

b. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. ***Transportation***

a. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle

that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

b. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. ***Housing***

a. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

b. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under any other applicable clause in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

- Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

- The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

- The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

- Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
- Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

  The basic supplies must include:

  - Gauze pads (at least 4x4 inches)
  - Two large gauze pads (at least 8x10 inches)
  - Box adhesive bandages (such as band-aids)
  - One package of gauze roller bandage (at least 2-inches in width)
  - Two triangular bandages
  - Scissors
  - At least one blanket
  - Tweezers
  - Adhesive tape
  - Medical gloves, (latex or non-latex equivalent), and
  - Resuscitation device such as resuscitation bag, airway, or pocket mask.
- Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
- Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
- The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open

fires during the closed season established by law or regulation without the written permission from the Forest Service.

- If authorized to have an open fire, the Contractor shall comply with the following fire regulations:

    1. A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.

    2. All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.

    3. All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.

    4. All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

End of MSPA attachment.

Permits
The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

Note: This does not preclude expected quoter to be supplied any or all known regulatory certifications, permits, etc. to legally conduct stewardship work under this request for quote, should award be made. All expected quoters are encouraged to know the Federal and local prevailing labor laws and inspection standards for stewardship work within the State in which award is to be made. This is to include all known Farm Labor permits and timely submission for H2B-1 and Migrant Seasonal Worker Protection personnel. All posters and mandatory DOL and OSHA inspection criteria to be posted within the public work area for all workers free access may be obtained from DOL and OSHA via online downloads. The Government does not guarantee access nor full distribution of these items to the prospective awarded contractor.

This solicitation implements two FAR class deviations to ensure compliance with Executive Orders 14148, 14173, 14168 and 14208, issued since January 20, 2025. These deviations reflect recent policy updates and remove outdated requirements, as outlined below.

The following FAR provisions and clauses are hereby removed in their entirety from the IDIQ/BPA:

- 52.222-21 Prohibition of Segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-23 Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity for Construction
- 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation
- 52.222-25 Affirmative Action Compliance
- 52.222-26 Equal Opportunity
- 52.222-27 Affirmative Action Compliance Requirements for Construction
- 52.222-29 Notification of visa denial
- 52.223-10 Waste Reduction Program (MAY 2024)
- 52.223-19 Compliance with Environmental Management Systems (MAY 2011)
- 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation (DEC 2016)
- 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026*

*This provision was removed to comply with the Executive Order titled *"Additional Rescissions of Harmful Executive Orders and Actions,"* dated March 14, 2025.

The following FAR clauses now include deviations to align with recent Executive Orders:

- ~~52.204-8 Annual Representations and Certifications (JAN 2025) (DEVIATION FEB 2025)~~
- **52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024) (DEVIATION FEB 2025)**
- **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)**
- ~~52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)~~
- ~~52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)~~
- ~~52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)~~
- ~~52.223-23, Sustainable Products and Services (MAY 2024 (DEVIATION FEB 2025))~~

The following references to AGAR Clauses and Provisions are hereby removed to comply with AGAR Rule 2024-22463 (89 FR 81014):

- AGAR 452.215-73 Post Award Conference (NEV 1996) /2
- AGAR 452.216-74 (FEB 1988) (Applicable to Time-and-Materials/Labor Hour BPA Calls)
- AGAR 452.219-70 Size Standards and NAICS Cose Information (SEP 2001) /2
- AGAR 452.228-70 Alternative Forms of Security (NOV 1996)
- AGAR 452.228-71 Insurance Coverage (NOV 1996)
- AGAR 452.236-77 Emergency Response (NOV 1996)
- AGAR 452.237-74 Key Personnel (FEB 1988) /2

2/ AGAR clauses and provisions that were included in full text have been retained, with only the AGAR reference removed.

The following AGAR clause is hereby included:

- AGAR 452.236-70 Emergency Response, Fire Suppression and Liability (NOV 2024)

All call orders will incorporate these changes by reference at award.

Disclaimer: 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 agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

In advancement of Section 2 of Executive Order 14208, the removal of requirements related to Executive Order 14057 eliminates all non-statutory sustainability requirements or preferences in purchases of food service wares, including paper straws. In addition to removing requirements related to Executive Order 14057, the attachment also reflects recent updates to Code of Federal Regulation citations for the U.S. Department of Agriculture's BioPreferred® Program, a statutory purchasing preference program.

These class deviations will remain in effect until rescinded or incorporated into the FAR.

FAR Overhaul | FAR Companion Guide

Oct 30, 2025

The Federal Acquisition Regulatory Council has released an update to the FAR Companion as part of the ongoing Revolutionary FAR Overhaul (RFO) Initiative, in accordance with Executive Order 14275 and OMB Memorandum M-25-26.

The following RFO update was posted on October 30, 2025:

- FAR Companion, Version 2.0, includes the initial release of FAR Companion (FC) parts 2, 3, 7, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 27, 30, 32, 37, 41, 42, 44, 45, 47, 48, 52, and 53.
- Version 2.0 also includes updates to previously released content: update to FC 8.104 pertaining to "required use" contracts and providing more information and resources on Category Management, including beta version content of the Category Management Buying Guide; update to FC 8.401 pertaining to evaluation factors; updates to FC 8.401(b) and FC 12.301 removing references to debriefings; new annotation under FC 8.401(b) related to sole source justification content for FSS orders; new annotation under FC 12.001 related to contracting methods for commercial construction; update to FC 11.204 to clarify brand name or equal as distinct from brand name justifications under FAR 6.104; updates to thresholds referenced due to the October 1, 2025 inflation adjustment rule; various citation corrections throughout; and changed "Reserved" to "No additional guidance" when the FAR Companion does not provide any practice recommendations for that associated FAR part.
- FAR Companion, Version 2 is posted on www.acquisition.gov/far-overhaul.

To view the FAR Companion, Version 2.0. inclusive of all parts and updates, visit: https://www.acquisition.gov/sites/default/files/page_file_uploads/far-companion.pdf

To view all available rewritten FAR Parts and agency deviations, visit: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide.

Stay informed. View the latest FAR Overhaul news and announcements at: https://www.acquisition.gov/far-overhaul.

Incorporate the mandatory contract clause FAR 52.222 90, Addressing DEI Discrimination by Federal Contractors (Apr 2026), as required by Executive Order 14398.

"General Decision Number: OR20260001 01/23/2026

Superseded General Decision Number: OR20250001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

BROR0001-031 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 49.60	25.15

CARP0096-005 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 59.35	22.38

CARP0196-003 01/01/2025

	Rates	Fringes
Piledriver	$ 55.79	15.81

CARP0503-020 06/01/2025

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 53.94	16.81
DIVER STANDBY	$ 67.58	19.40
DIVERS TENDERS	$ 60.34	19.40
DIVERS	$ 103.21	19.40
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS	$ 65.34	19.40

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

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* ELEC0048-006 01/01/2025

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 69.85	30.44
ELECTRICIAN	$ 63.50	29.73

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:
Zone 1: 31-50 miles $1.50/hour
Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2025

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 63.00	27.87
ELECTRICIAN	$ 60.00	27.78

ELEC0280-003 01/01/2025

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 60.80	22.24
ELECTRICIAN	$ 56.46	23.05

ELEC0291-006 12/01/2024

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER	$ 46.81	19.86
ELECTRICIAN	$ 42.55	19.86

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* ELEC0659-004 01/01/2026

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 64.58	1.5%+22.34
ELECTRICIAN	$ 47.04	21.84

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN

GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	$1.50 PER HOUR
ZONE 3:	>30-40 MILES	$3.30 PER HOUR
ZONE 4:	>40-50 MILES	$5.00 PER HOUR
ZONE 5:	>50-60 MILES	$6.80 PER HOUR
ZONE 6:	>60 MILES	$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. zONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2024

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	$ 50.03	24.00

ENGI0701-005 01/01/2024

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	$ 56.66	16.90
GROUP 1A.....	$ 58.82	16.90
GROUP 1B.....	$ 60.98	16.90
GROUP 2.....	$ 54.75	16.90
GROUP 3.....	$ 53.60	16.90
GROUP 4.....	$ 50.27	16.90
GROUP 5.....	$ 49.03	16.90
GROUP 6.....	$ 45.81	16.90

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all

classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1
Concrete Batch Plan and or Wet mix three (3) units or more
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton.
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton with two-hundred-foot (200?) boom or less (including jib, inserts and/or attachments)
Crane, ninety (90) ton through one hundred ninety-nine (199) ton with over two hundred (200?) boom Including jib, inserts and/or attachments)
Crane, Tower Crane with one hundred seventy-five-foot (175?) tower or less and with less than two-hundred-foot (200?) jib
Crane, Whirley ninety (90) ton and over Helicopter when used in erecting work
Tunnel Boring Machine
Tunnel, Micro Boring Tunnel Machine

Group 1A
Crane, floating two hundred fifty (250) ton and over
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton, with over two-hundred-foot (200?) boom (including jib, inserts and/or attachments)
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton
Crane, Tower Crane with over one hundred seventy-five-foot (175?) tower or over two hundred
foot (200?) jib
Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton, with over two hundred- foot (200?) boom (including jib, inserts and/or attachments)
Floating crane, three hundred fifty (350) ton and over
Crane, four hundred (400) ton and over

Group 2
Asphalt Plant (any type)
Asphalt Roto-Mill, pavement profiler eight foot (8?) lateral cut and over

Auto Grader or ?Trimmer?
Blade, Robotic
Bulldozer, Robotic Equipment (any type)
Bulldozer, over one hundred twenty thousand (120,000) lbs. and above
Canal Trimmer
Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum
Concrete Canal Liner Operator
Concrete Diamond Head Profiler
Concrete, Automatic Slip Form Paver
Crane, Boom Truck fifty (50) ton and with over one hundred fifty-foot (150?) boom and over
Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton
Crane, Cableway twenty-five (25) ton and over
Crane, Floating Clamshell three (3) cu. Yds. And over
Crane, ninety (90) ton through one hundred ninety-nine (199) ton up to and including two hundred- foot (200?) boom (including jib inserts and/or attachments)
Crane, fifty (50) ton through eighty-nine (89) ton with over one hundred fifty-foot (150?) boom
(including jib inserts and/or attachments)
Crane, Whirley under ninety (90) ton
Crusher Plant
Drone
Excavator over one hundred thirty thousand (130,000) lbs.
Heavy Equipment Robotics Operator or Mechanic
Loader one hundred twenty thousand (120,000) lbs. and above
Master environmental Maintenance Mechanic
Remote Controlled Earth Moving Equipment
Shovel, Dragline, Clamshell, five (5) cu. Yds. And over
Underwater Equipment remote or otherwise, when used in construction work
Wheel Excavator any size

Group 3
Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.
Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty-foot (150?) boom
Crane, fifty (50) ton through eighty-nine (89) ton with one hundred fifty-foot (150?) boom or less
(including jib inserts and/or attachments)
Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.
Excavator over eighty-five thousand (85,000) lbs. through one hundred thirty thousand
(130,000) lbs.
Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4
Asphalt, Screed
Asphalt Paver
Asphalt Roto-Mill, pavement profiler, under eight foot (8?) lateral cut
Asphalt, Recycle Machine
Asphalt, Material Transfer Vehicle Operator
Back Filling Machine
Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with
any attachments
Blade (any type)
Boatman, Licensed
Boring Machine

Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to
seventy thousand (70,000) lbs.
Cable-Plow (any type)
Cableway up to twenty-five (25) ton
Cat Drill (John Henry)
Challenger
Chippers
Combination Heavy Duty Mechanic-Welder, when required to do both
Compactor, multi-engine
Compactor, Robotic
Compactor with blade self-propelled
Concrete, Breaker
Concrete, Grout Plant
Concrete, Mixer Mobile
Concrete, Paving Road Mixer
Concrete, Reinforced Tank Banding Machine
Crane, Boom Truck twenty (20) ton and under fifty (50) ton
Crane, Bridge Locomotive, Gantry and Overhead
Crane, Carry Deck, Spider Crane, and similar types
Crane, Chicago Boom and similar types
Crane, Derrick Operator, under one hundred (100) ton
Crane, Floating Clamshell, Dragline, etc. under three (3) cu. yds. Or less than thirty (30) ton
Crane, under fifty (50) ton
Crane, Quick Tower under one-hundred-foot (100?) in height and less than one hundred fifty foot
(150?) jib (on rail included)
Diesel-Electric Engineer (Plant or Floating)
Directional Drill over twenty thousand (20,000) lbs. pullback
Drill Cat Operator
Drill Doctor and/or Bit Grinder
Drill, Oscillator
Driller, Percussion, Diamond, Core, Cable, Rotary and similar type
Excavator Operator over twenty thousand (20,000) lbs. through eighty-five thousand (85,000)
lbs.
Generator Operator
Grade Setter/layout from plans
Grade-all
Guardrail Machines, i.e., punch, auger, etc.
Hammer Operator (Piledriver)
Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over
Hoist, two (2) drums or more
Hydro Axe (loader mounted or similar type)
Jack Operator, Elevating Barges, Barge Operator, self-unloading
Loader Operator, front end and overhead, twenty-five thousand (25,000) lbs. and less than
sixty thousand (60,000) lbs.
Log Skidders
Mechanic, Heavy Duty
Piledriver Operator (not crane type)
Pipe, Bending, Cleaning, Doping and Wrapping Machines
Rail, Ballast Tamper Multi-Purpose
Rubber-tired Dozers and Pushers
Scraper, all types
Side-Boom
Skip Loader, Drag Box
Stump Grinder (loader mounted or similar type)
Surface Heater and Planer
Tractor, rubber-tired, over fifty (50) HP Flywheel

Trenching Machine three-foot (3?) depth and deeper (Assistant to the Operator required)
Truck, Crane Oiler-Driver 250 tons and over
Tub Grinder (used for wood debris)
Tunnel Boring Machine Mechanic ? hyperbaric pay: additional ten dollars ($10.00) per hour, incudes prep and decompress
Tunnel, Mucking Machine
Tunnel, Segment Plant
Tunnel, Separation Plant
Tunnel, Shaef Loader
Tunnel, Shield Operator
Ultra-High-Pressure Water Jet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Water pulls, Water Wagons
Welder; Heavy Duty

Group 5
Asphalt, Extrusion Machine
Asphalt, Roller (any asphalt mix)
Asphalt, Roto-Mill pavement profiler ground man
Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less
Cement Pump
Chip Spreading Machine
Churn Drill and Earth Boring Machine
Compactor, self-propelled without blade
Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity
Concrete, Batch Plant Quality control
Concrete, Combination Mixer and compressor operator, gunite work
Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter
Concrete, Finishing Machine
Concrete, Grouting Machine
Concrete, Internal Full Slab Vibrator Operator
Concrete, Joint Machine
Concrete, Mixer single drum, any capacity
Concrete, Paving Machine eight foot (8?) or less (Assistance to the Operator required)
Concrete, Placing Boom
Concrete, Planer
Concrete, Pump
Concrete, Pump Truck
Concrete, Pumpcrete Operator (any type)
Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms
Concrete, Spreader
Concrete, Tele belt
Concrete, Treated Base Roller Operator, Oiling
Conveyored Material Hauler
Crane, Boom Truck under twenty (20) tons
Crane, Boom Type lifting device, five (5) ton capacity or less
Drill, Directional type less than twenty thousand (20,000) lbs. pullback
Drill, Mud Mixer
Elevating Grader Operator, Tractor towed requiring Operator or Grader
Elevating Loader Operator (any type)
Elevator to move personnel or materials
Forklift, over ten (10) ton or Robotic
Helicopter Hoist
Hoist Operator, single drum
Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.

Hydraulic Backhoe wheel type (any make)
Laser Screed
Lime Spreader, construction job site
  Loaders, rubber-tired type, less than twenty-five thousand
  (25,000) lbs.
Pavement Grinder and/or Grooving Machine (riding type)
Pipe, cast in place Pipe Laying Machine
Pulva-Mixer or similar types
Pump Operator, more than five (5) pumps (any size)
Rail, Ballast Compactor, Regulator, or Tamper machines
Rail, Car Mover
Rail, Clip Applicator
Rail, High Rail Self Loader Truck
Rail, Locomotive, forty (40) ton and over
Rail, Lo-Railer
Rail, Shuttle Car Operator
Rail, Speedswing
Rail, Track Liner
Service Oiler (Greaser)
Sweeper Self-Propelled, Construction Job Site
Tractor, Rubber-Tired, fifty (50) HP flywheel and under
  Trenching Machine Operator, maximum digging capacity
  three-foot (3?) depth
Truck, All Terrain or Track type
Truck, Barrel type
Truck, Crane Oiler-Driver 100-249 tons
  Truck, Heavy Haul, specialized transporter, hydraulic,
  electric, or similar
  Truck, Off Road Trucks, Articulated and Non-articulated
  Trucks over forty (40) ton
Truck, Vacuum
Truck, Water
Tunnel, Locomotive, Dinkey
Tunnel, Power Jumbo setting slip forms, etc.

Group 6
Air Filtration Equipment
Asphalt, Pugmill (any type)
Asphalt, Raker
Asphalt, Truck Mounted Asphalt Spreader, with Screed
Assistant to the Operator
Auger Oiler
Bell Man (any type of communication)
Boatman
Bobcat, skid steed (less than one (1) yard)
Broom, self-propelled, construction job site
  Compressor Operator (any power) under 1,250 cu. ft. total
  capacity
Concrete Curing Machine (riding type)
Concrete Saw
Conveyor Operator or Assistant
Crane, Tugger
Crusher Feederman
Crusher Oiler
Deckhand
Drill Assistant
Drill, Directional Locator
Forklift
Grade Checker
Guardrail Punch Oiler
Heavy Duty Repairman Assistant
Helicopter Radioman (ground)
Hydraulic Pipe Press
Hydrographic Seeder Machine, straw, pulp or seed
Hydrostatic Pump Operator

Material Handler
Mixer Box (CTB, dry batch, etc.)
Oiler
Parts Man (Tool Room)
Plant Oiler
Pump (any power)
Rail, Brakeman, Switchman, Motorman
Rail, Tamping Machine, mechanical, self-propelled
Rigger
Roller grading (not asphalt)
Truck, Crane Oiler-Driver under 100 tons
  Truck, Off-Road Trucks, Articulated and Non-Articulated
  Trucks forty (40) ton and under
Truck, over highway, examples: material and equipment
Welder?s Assistant
Welding Machine
Wire Mat or Brooming Machine

IRON0029-004 07/07/2025

	Rates	Fringes
IRONWORKER	$ 48.31	34.52

LABO0737-001 06/01/2024

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers	$ 43.79	17.05

LABO0737-008 06/01/2024

ZONE 1:
LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1	$ 39.00	17.30
GROUP 2	$ 40.41	17.30
GROUP 3	$ 34.39	17.30

Zone Differential (Add to Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 2.00
Zone 4 - 3.00
Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the

respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Gunite Nozzleman; Hazardous Waste Laborer; High Scalers; Laser Bean (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class ""C"" Suit - Basic hourly wage rate plus $1.00 per hour, fringes plus $0.15.

H-3 Class ""B"" Suit - Basic hourly wage rate plus $1.50 per hour, fringes plus $0.15.

H-4 Class ""A"" Suit -Basic hourly wage rate plus $2.00 per hour, fringes plus $0.15.

PAIN0010-005 07/01/2025

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT STRIPER	$ 41.19	17.09

PAIN0010-008 01/01/2025

	Rates	Fringes
PAINTER	$ 40.25	16.67

PLAS0555-001 06/01/2025

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 48.05	20.31
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 47.09	20.31
CEMENT MASONS	$ 46.13	20.31
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 47.09	20.31

Zone Differential for Cement Mason - Add to Basic Hourly Rate FOR THE FOLLOWING CITIES: (Reference City)
Bend, Portland, Pendleton, Medford, Corvallis, Salem, Eugene, The Dalles, Vancouver

When a contractor takes current employees to a project that is located more than 59 miles from the City Hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the City Hall of the identified Reference City and the project site, per the following:

Zone A - 60-79 miles - additional $3.00 hourly premium above the base
rate of all classification as listed in Schedule ""A"".

Zone B - 80-99 miles - additional $5.00 hourly premium above the base rate of all classifications as listed in Schedule ""A""

Zone C -100 or more miles - additional $10.00 hourly premium above the base rate of all classifications as listed in Schedule ""A""

TEAM0037-004 06/01/2025

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 35.41	18.30
GROUP 2	$ 35.57	18.30
GROUP 3	$ 35.74	18.30
GROUP 4	$ 36.08	18.30
GROUP 5	$ 36.35	18.30
GROUP 6	$ 36.57	18.30
GROUP 7	$ 36.82	18.30

Zone Differential (add to Zone 1 rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant

(manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not

outfitted with protective clothing.

H-2 Class ""C"" Suit - Basic hourly wage rate plus $1.00 per hour, fringes plus $0.15.

H-3 Class ""B"" Suit - Basic hourly wage rate plus $1.50 per hour, fringes plus $0.15.

H-4 Class ""A"" Suit -Basic hourly wage rate plus $2.00 per hour, fringes plus $0.15.

SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS	$ 8.35	4.30
OPERATING ENGINEERS	$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN	$ 9.12	4.30
TEAMSTERS	$ 9.74	3.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon 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. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. 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.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"