1. GENERAL INFORMATION

Document Type:	Combined Synopsis/Solicitation
Solicitation Number:	12363N26Q4220
Posted Date:	07/30/2026
Original Response Date:	08/14/2026
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 12363N26Q4220 has been issued as a Request for Quotes (RFQ) for the TX NFGT Angelina Road and Culvert Maintenance.

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 #

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12363N26Q4220	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	3. DATE ISSUED 7/30/2026	PAGE OF PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1173061	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

1173061 R8 TX NFGT Angelina Road and Culvert 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 March 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, July 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

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 08/24/2026 – 03/30/2027

Contractor Signature: _____

Contractor Parent BPA/IDIQ #: _____

QUOTES ARE DUE BY: 08/14/2026 by 11:00AM CST

Questions are due by COB 08/05/2026

Line Item #	Description	Quantity	Unit	Price	Total
1	Grading Surface Roads	45	MI		
2	Crush Limestone	425	TN		
3	1x3 Rock	225	TN		
4	4x8 Rock	100	TN		
5	Furnished and Placing Backfill Material	230	CY		
6	Clean and Reshape Ditches	78	MI		
7	Routine Mowing	53	MI		
8	Compaction	10	HR		
9	Dozer	16	HR		
10	Excavator	16	HR		
11	Back Hoe	20	HR		
12	18" Culverts	160	LF		
13	48" Culverts	80	LF		
14	72" Culverts	80	LF		
				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.

- Name of contract
- Contract number
- Total contract value
- Completion date, or stage of completion if still in progress
- Project owner's name, email address, and telephone number
- Specific type of work, project location, size, etc.
- Whether the project was completed within the contract timeframe
- What the exam quality was, and if there was any work that received less than full pay or any penalties and the extent of rework conducted.
- Reference for the 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.

Scope of Work

Angelina Ranger District

Brief Description of Project:

The contractor shall furnish all labor, equipment, materials, supervision, and incidentals necessary to perform roadway maintenance, ditch reshaping, mowing, and culvert removal and replacement throughout the southern portion of the Angelina National Forest. Work includes disposal of all removed culverts from Forest Service property. The contractor is responsible for disposing of the original culverts and removing from the forest.

Location of Work:

All work will occur within the southern portion of the Angelina National Forest.

Period of Performance:

Performance begins on the effective date of the Notice to Proceed (NTP) and continues until all required calendar days have elapsed.

1. Roadway Requirements:

1.1 Roadway Surface Maintenance

- Surface grading of 45.3 miles of designated Forest Service roads.

1.2 Ditch Cleaning and Reshaping

- Cleaning and reshaping ditches along 77.8 miles of roadway.

1.3 Routine Vegetation Management

- Routine mowing of 53.3 miles of roadside vegetation.

2. Culvert Removal and Replacement:

2.1 General Requirements

- All culverts listed by the Government will be staked by the Engineer prior to work.
- Contractor shall remove, replace, and dispose of all existing culverts.

2.2 Culvert Quantities

- 160 LF of 18-inch culverts
- 80 LF of 48-inch culverts
- 80 LF of 72-inch culverts

3. Equipment Requirements:

The contractor shall provide and operate the following minimum equipment hours:

- 10 hours – Compaction equipment
- 16 hours – Dozer
- 16 hours – Excavator
- 20 hours – Backhoe

4. Materials to Be Furnished and Installed:

- 425 tons – Crushed limestone
- 225 tons – 1x3 rock
- 100 tons – 4x8 rock
- 230 cubic yards – Backfill material

5. Quality Requirements

5.1 General Quality Standards

- All work shall meet **Forest Service road maintenance standards** and industry best practices.
- Work areas must be left clean, stable, and safe at the end of each workday.
- All materials must meet Forest Service gradation and quality specifications.

5.2 Roadway Surface Grading Quality

- Graded surfaces must be uniform, free of ruts, potholes, washboarding, or standing water.
- Crown and drainage features must be restored to proper line and grade.
- No windrows or berms shall remain unless directed by the Engineer.

5.3 Ditch Cleaning and Reshaping Quality

- Ditches must allow **unobstructed water flow** and proper drainage.
- Spoil material must be placed in designated areas and not allowed to re-enter the ditch.
- Side slopes must be smooth, stable, and free of undercutting.

5.4 Vegetation Management Quality

- Mowing must be uniform with no missed strips or scalping.
- Vegetation shall be cut to the height specified by the Forest Service.
- Debris shall not obstruct roadways, ditches, or culvert inlets/outlets.

5.5 Culvert Removal and Replacement Quality

- Culverts must be installed at correct **invert elevation**, **slope**, and **alignment**.
- Backfill must be placed in uniform lifts and compacted to prevent settlement.
- Inlet and outlet areas must be shaped to ensure proper hydraulic flow.
- Removed culverts must be fully extracted and disposed of off Forest Service property.

5.6 Material Placement Quality

- Rock and aggregate must be placed to specified depth and compacted to a stable surface.
- Backfill must be free of organic matter or oversized debris.
- All materials must be compacted to eliminate voids and ensure uniform density.

5.7 Equipment Operation Quality

- Equipment must be operated to avoid damage to existing roads, vegetation, and drainage structures.
- Any rutting or disturbance caused by equipment must be corrected at no additional cost.

5.8 Inspection and Acceptance

- Work will be inspected periodically and upon completion.
- Deficiencies must be corrected within the timeframe specified by the Government.

- Final acceptance occurs only after all corrective actions are completed.

6. Safety and Environmental Requirements

All work shall be performed in a safe, orderly, and environmentally responsible manner consistent with USDA Forest Service policies, applicable federal and state regulations, and industry best practices. The contractor is responsible for ensuring that all personnel, equipment, and operations comply with the requirements outlined in this section.

6.1 General Safety Standards

The contractor shall comply with all applicable **OSHA regulations**, **USDA Forest Service safety policies**, and **state and federal safety laws** throughout performance of this contract. All work shall be performed in a manner that protects workers, the public, and Forest Service property.

- A site-specific **Safety Plan** shall be maintained and made available to the Government upon request.
- All personnel shall wear appropriate **PPE**, including high-visibility vests, hard hats, gloves, and protective footwear.
- Equipment operators must be trained, certified (where required), and competent in the safe operation of assigned machinery.

6.2 Traffic Control and Work Zone Safety

- The contractor shall implement **traffic control** measures when working on or adjacent to Forest Service roads.
- Signage, cones, barricades, and flaggers shall be used when necessary to protect workers and road users.
- Work zones must be clearly marked and maintained in accordance with the **Manual on Uniform Traffic Control Devices (MUTCD)**.

6.3 Environmental Protection Requirements

The contractor shall perform all work in a manner that prevents environmental damage and protects natural resources within the Angelina National Forest.

6.3.1 Spill Prevention and Response

- Fuel, oil, hydraulic fluid, and other hazardous materials must be stored and handled to prevent spills.

- A **spill response kit** shall be present at all active work sites.
- Any spill, regardless of size, must be immediately contained and reported to the CO or designated inspector.

6.3.2 Waterway and Soil Protection

- Work shall be performed to prevent sediment, debris, or contaminants from entering streams, wetlands, or drainage structures.
- Disturbed soil areas must be stabilized to prevent erosion.
- Culvert installation must avoid unnecessary disturbance to streambanks and channel beds.

6.3.3 Vegetation and Habitat Protection

- Equipment shall remain on designated routes and work areas to avoid unnecessary vegetation damage.
- No trees or large shrubs shall be removed unless specifically authorized by the Government.
- Wildlife habitat features (e.g., den trees, riparian vegetation) shall not be disturbed.

6.4 Equipment Safety and Environmental Controls

- Equipment must be maintained in good working condition, free of leaks, and compliant with manufacturer safety requirements.
- Idling shall be minimized to reduce emissions and noise impacts.
- Equipment shall not be operated in a manner that causes rutting, soil displacement, or damage to existing road surfaces.

6.5 Fire Prevention Requirements

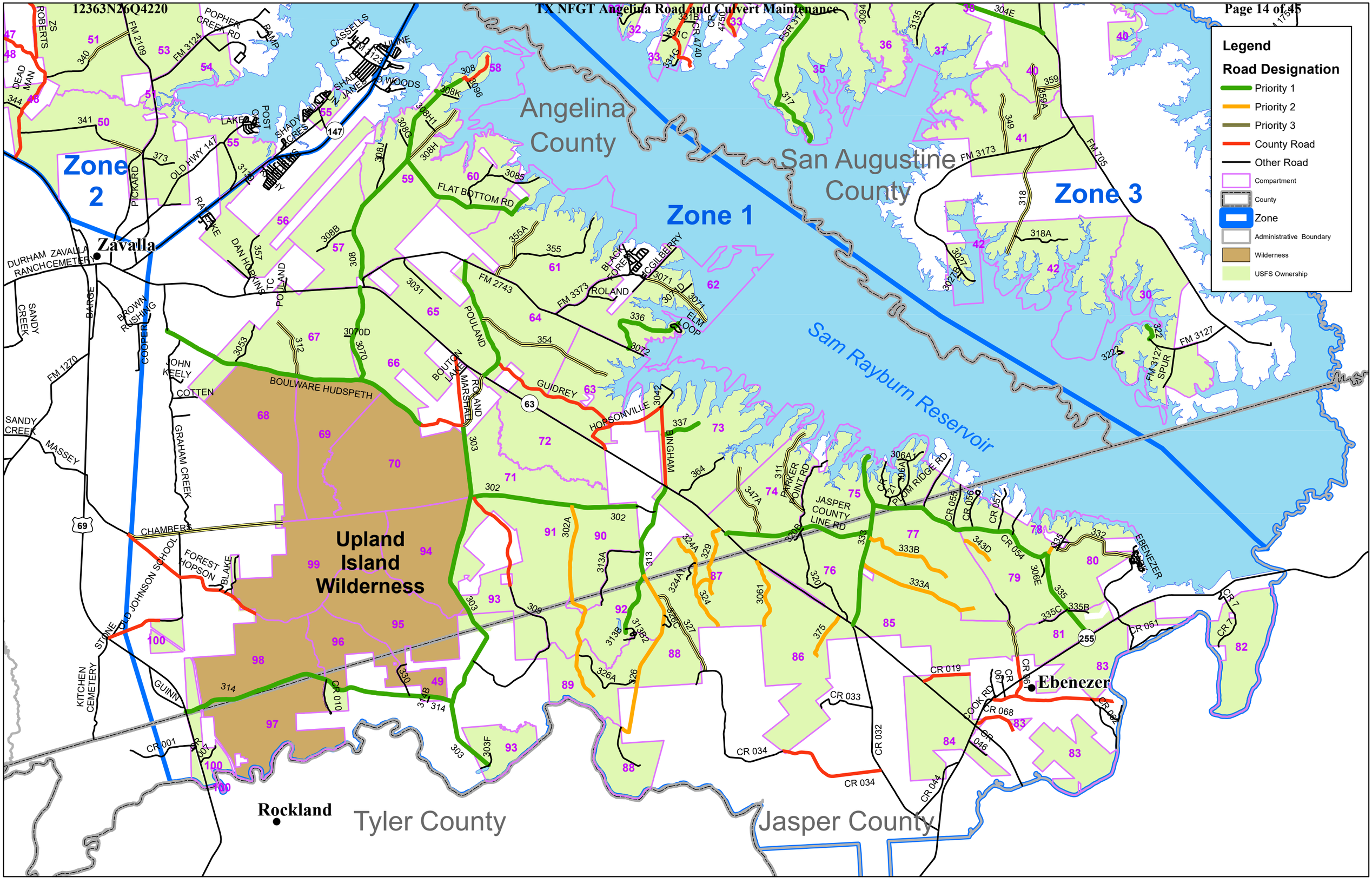
- The contractor shall comply with all Forest Service fire restrictions and seasonal fire danger guidelines.
- Spark arrestors must be installed on all internal combustion equipment.
- A fire extinguisher rated for construction operations must be present on each piece of equipment.

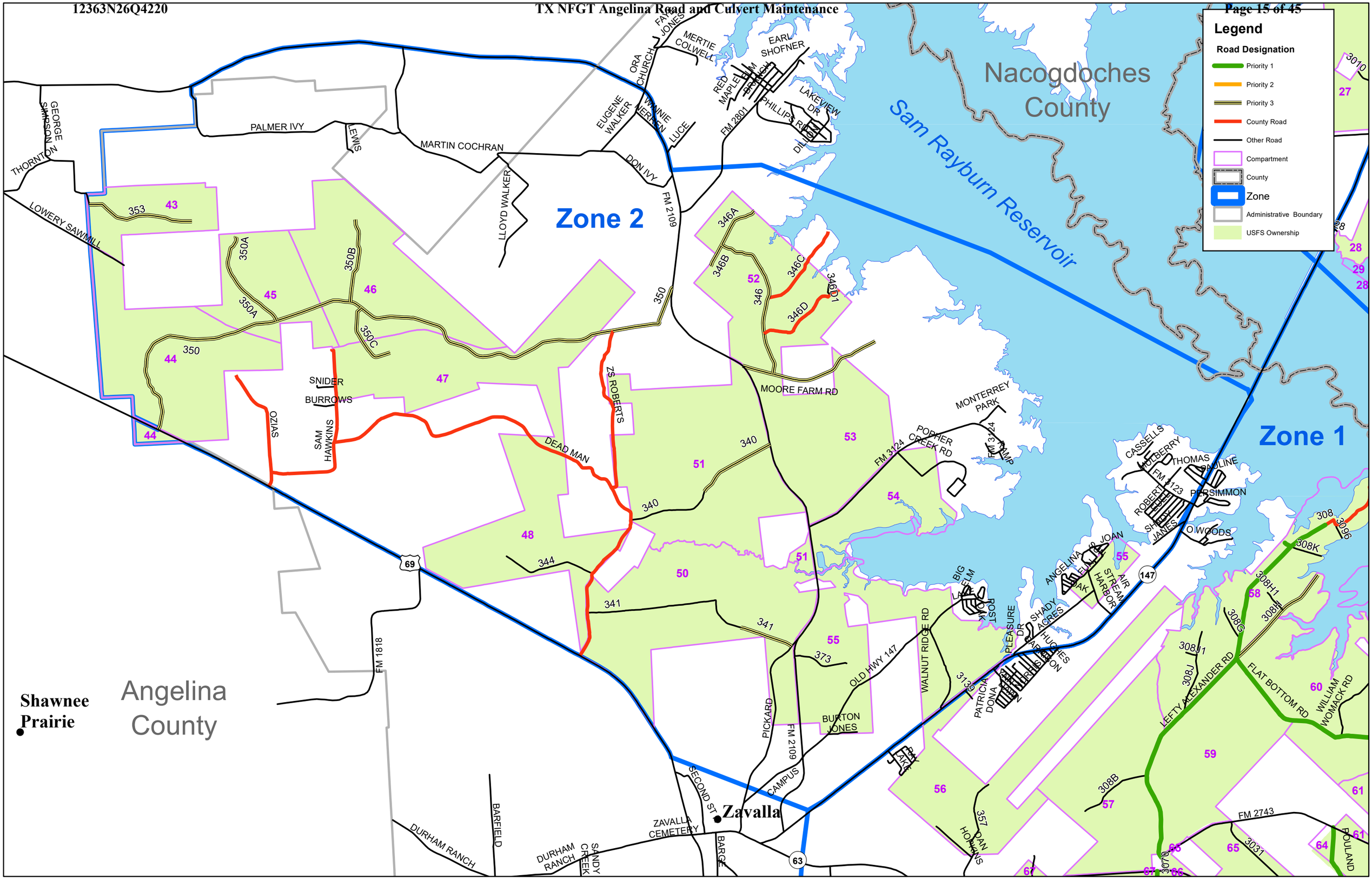
6.6 Waste and Debris Management

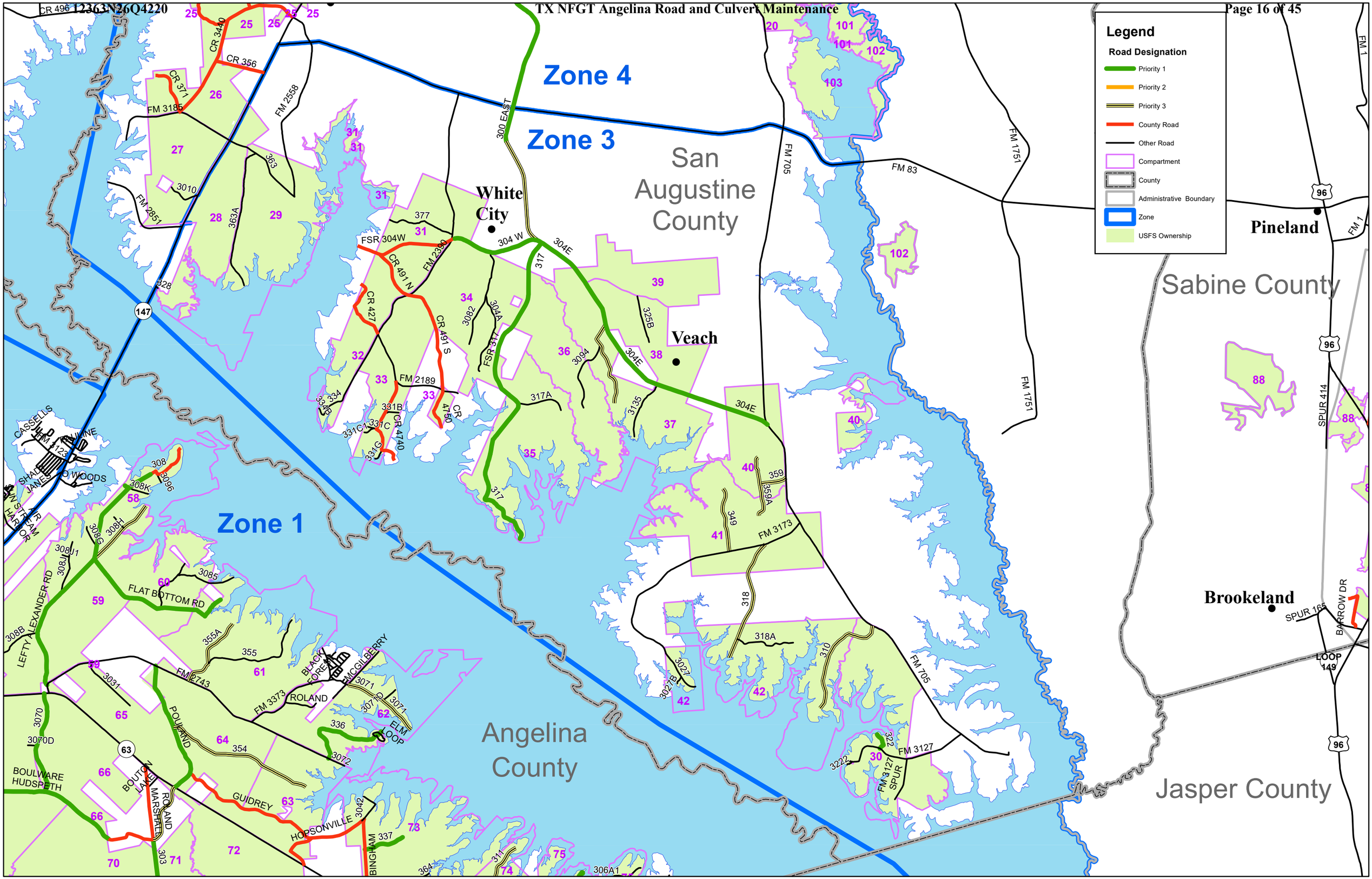
- All removed culverts, vegetation debris, spoil material, and waste shall be disposed of in accordance with Forest Service direction.
- No waste materials may be buried, burned, or abandoned on Forest Service land.
- Work areas must be kept clean and free of hazards at all times.

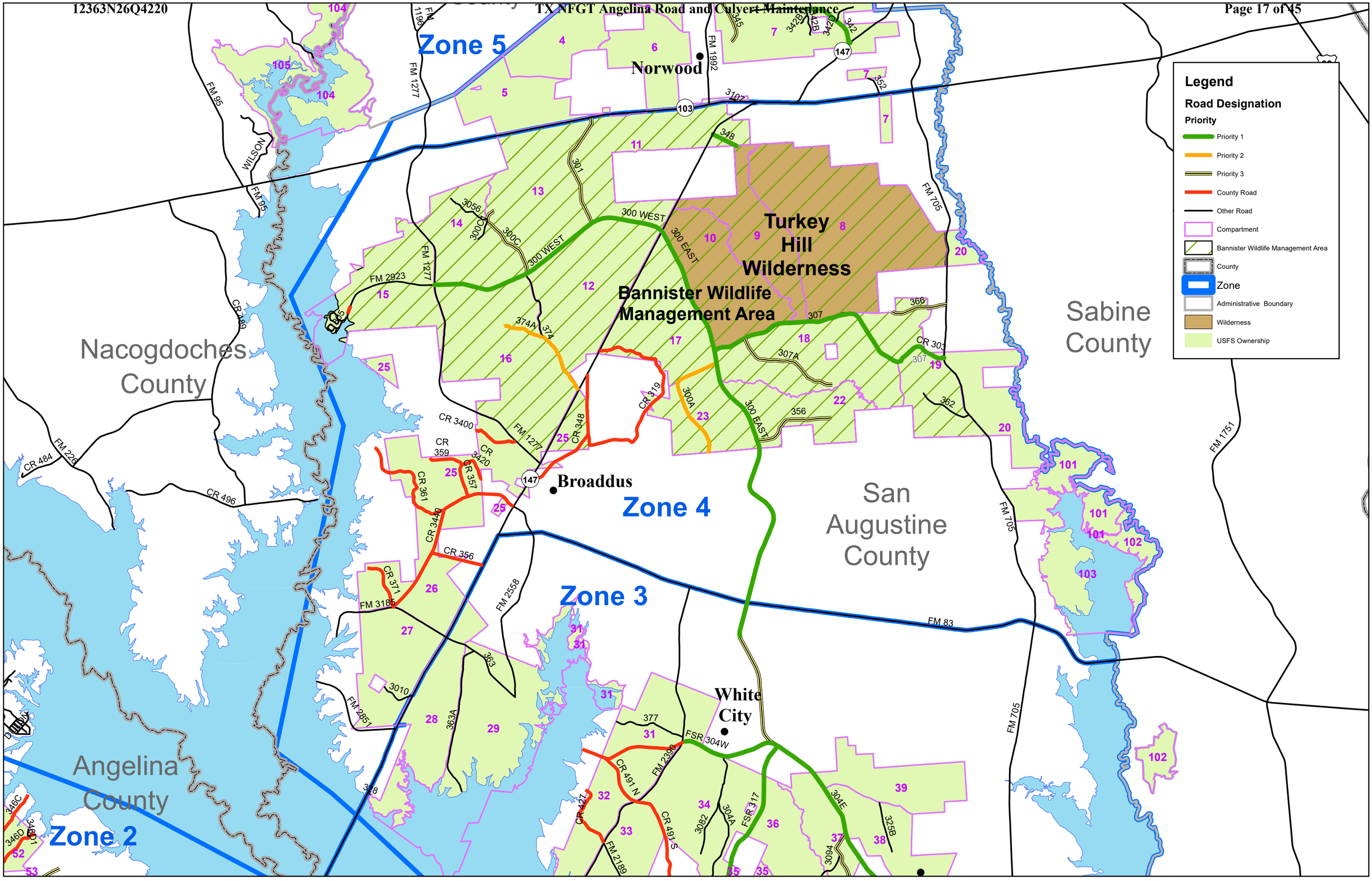
6.7 Government Inspection and Compliance

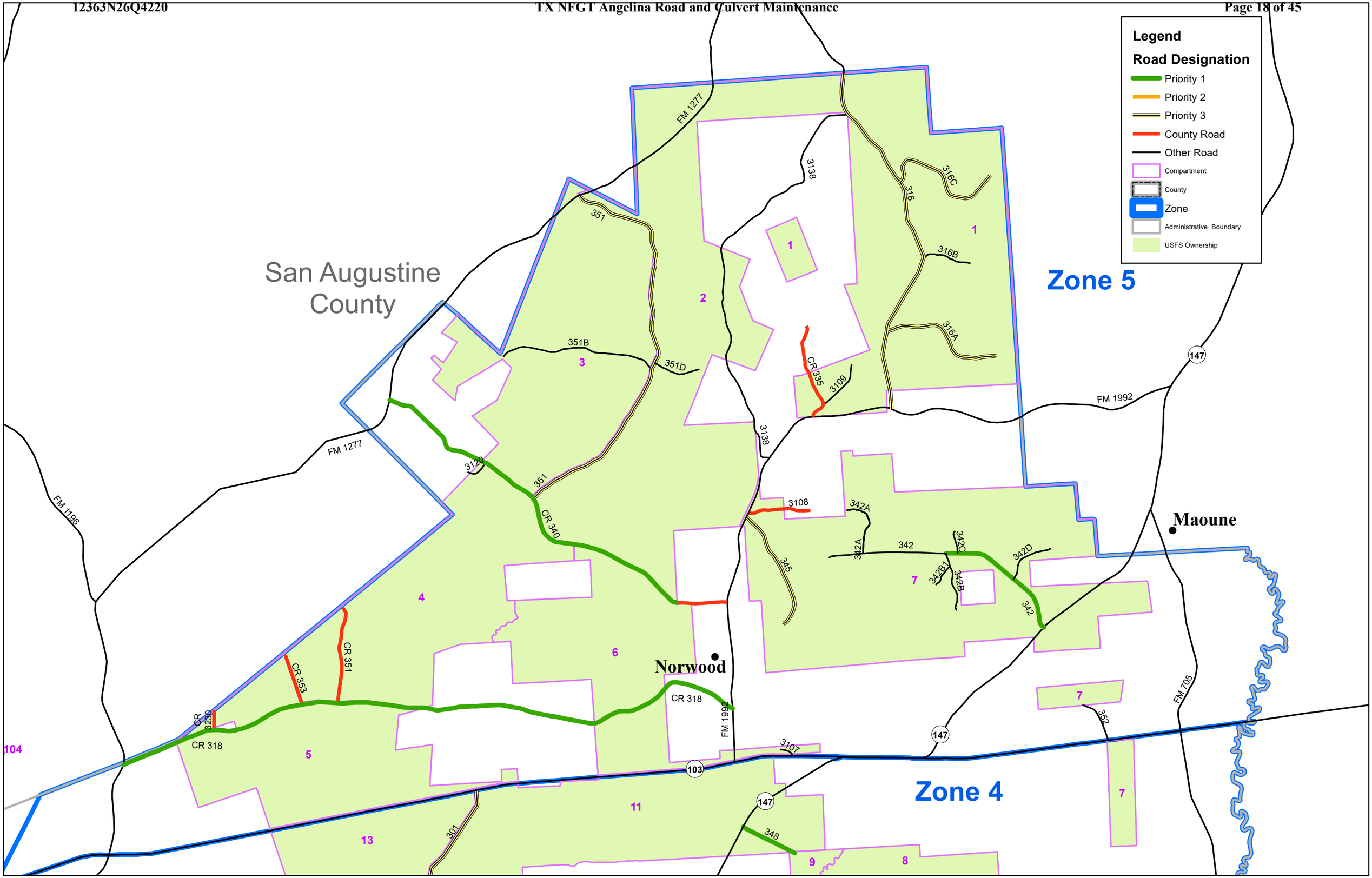
- The Government may suspend work if unsafe or environmentally harmful practices are observed.
- The contractor must correct deficiencies immediately at no additional cost to the Government.
- Continued noncompliance may result in removal from the worksite.

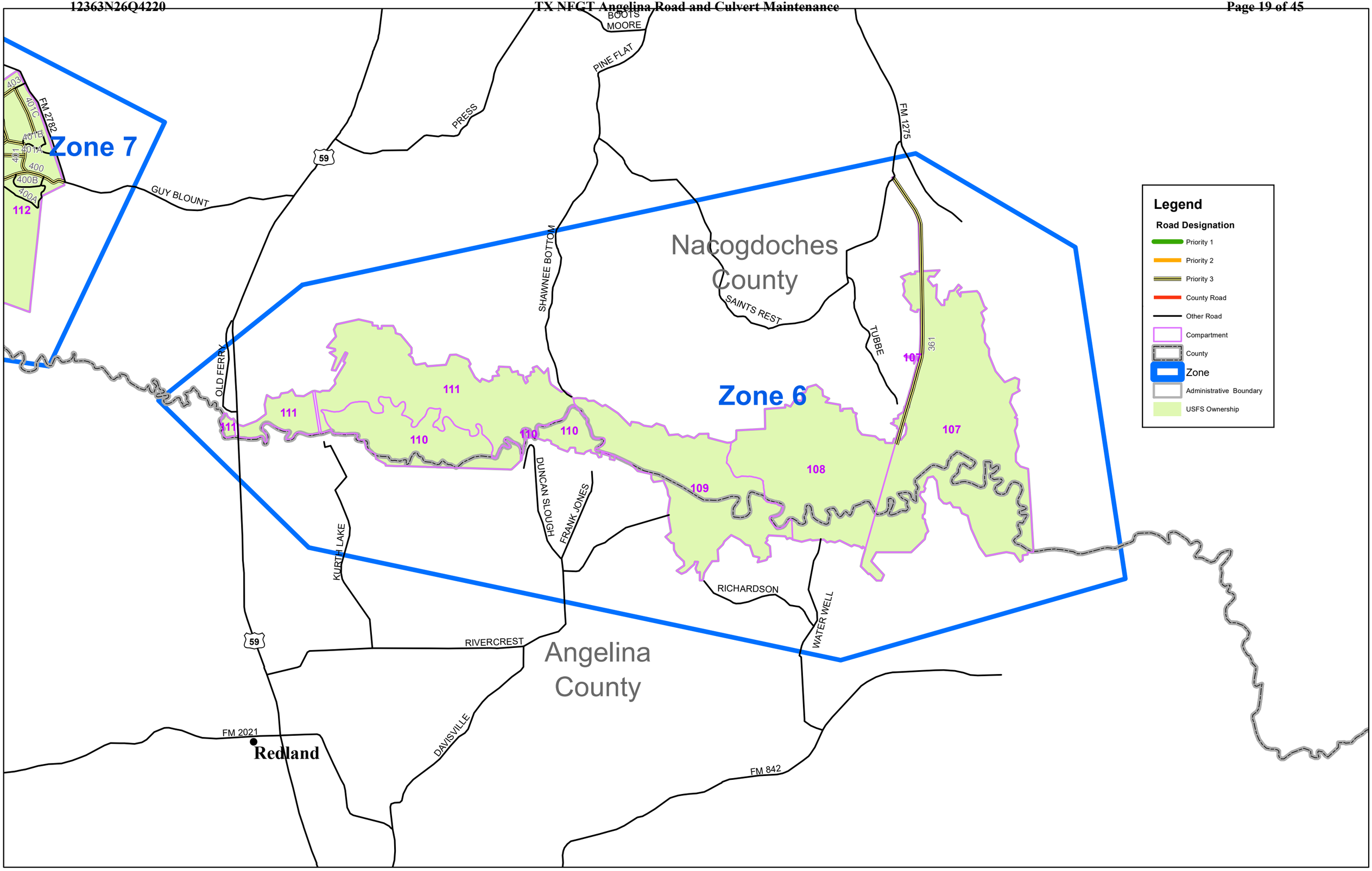

Legend
Road Designation
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
County
Zone
Administrative Boundary
Wilderness
USFS Ownership
Zone 1
Zone 2
Zone 3
Angelina County
San Augustine County
Tyler County
Jasper County
Sam Rayburn Reservoir
Upland Island Wilderness
Zavalla
Rockland
Ebenezer

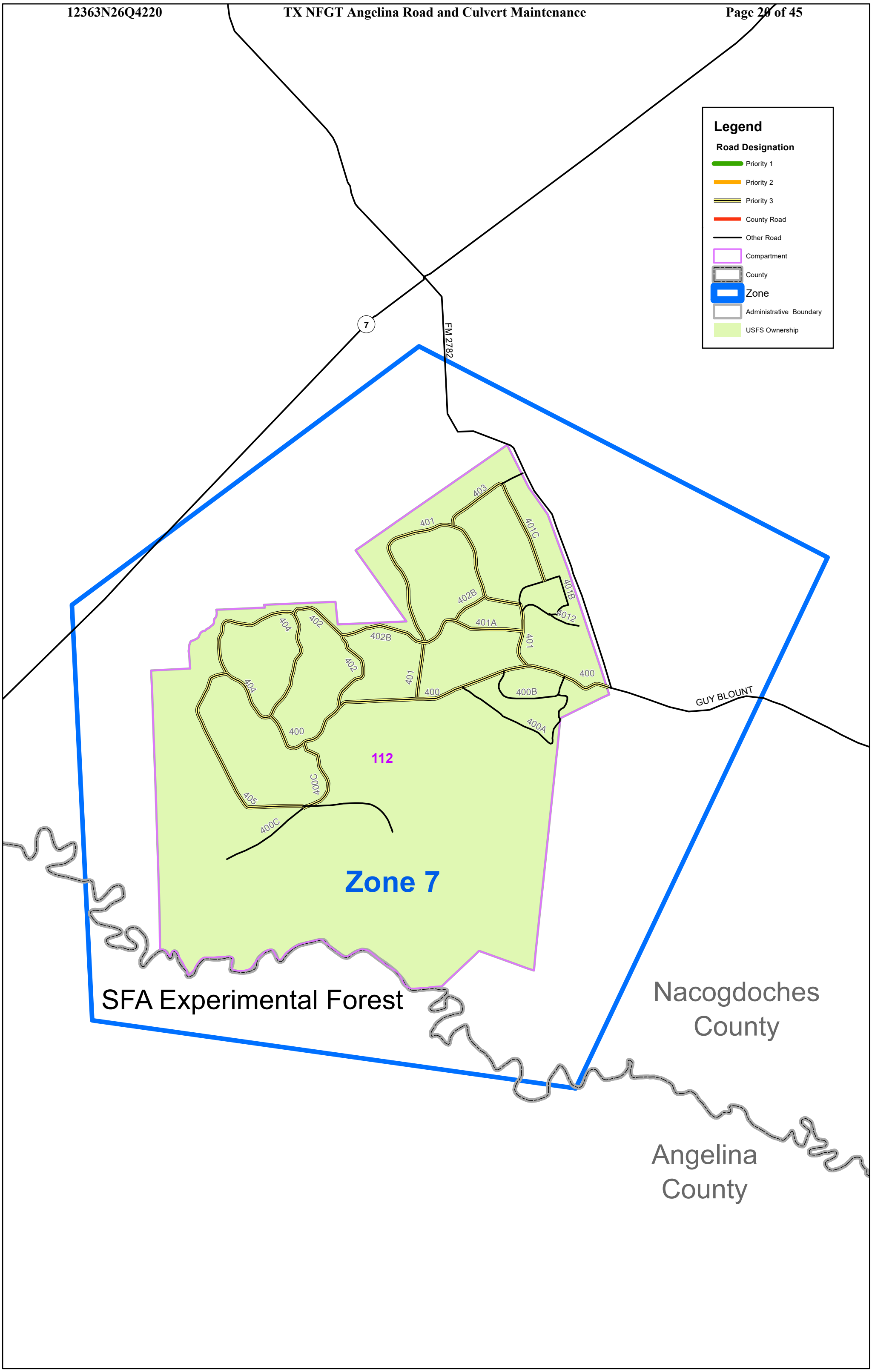

Legend
Road Designation
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
County
Zone
Administrative Boundary
USFS Ownership
Nacogdoches County
Angelina County
Sam Rayburn Reservoir
Zone 1
Zone 2
Shawnee Prairie
Zavalla
PALMER IVY
MARTIN COCHRAN
LLOYD WALKER
DON IVY
FM 2109
EUGENE WALKER
WINNIE MERKEL
LUCE
ORA CHURCH
FAYE JONES
MERTIE COLWELL
EARL SHOFNER
RED MAPLE
ELM BRANCH
FM 2801
PHILLIPS RD
LAKEVIEW DR
DILLON
GEORGE SIMPSON
THORNTON
LEWIS
LOWERY SAWMILL
SNIDER
BURROWS
OZIAS
SAM HAWKINS
DEAD MAN
ZS ROBERTS
MOORE FARM RD
MONTERREY PARK
PODHER CREEK RD
FM 3124
FM 3123
CAMP
CASSELLS
MULBERRY
THOMAS
PAULINE
PERSIMMON
ROBERTS
SHADY
JANES
OLD WOODS
JOAN
ANGELINA
AIR STREAM HARBOR
BIG ELM
POST OAK
PLEASURE DR
SHADY ACRES
HUGHES
PATRICIA DONA
WALNUT RIDGE RD
OLD HWY 147
BURTON JONES
PICKARD
CAMPUS
SECOND ST
ZAVALLA CEMETERY
BARGE
DURHAM RANCH
BARFIELD
SANDY CREEK
FM 1818
DAN HOPKINS
LEFTY ALEXANDER RD
FLAT BOTTOM RD
WILLIAM WOMACK RD
FM 2743
POULAND
43
44
45
46
47
48
50
51
52
53
54
55
56
57
58
59
60
61
64
65
66
67
27
28
29
353
350A
350B
350C
350
346A
346B
346C
346D
346D1
340
344
341
373
313
308
308K
308H1
308G
308J
308J1
308B
3010
3096
3070
3031
69
147
63


Legend
Road Designation
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
County
Administrative Boundary
Zone
USFS Ownership
Zone 4
Zone 3
Zone 1
San Augustine County
Angelina County
Sabine County
Jasper County
White City
Veach
Pineland
Brookeland
CR 496
CR 3440
CR 356
CR 371
FM 3186
FM 2558
FM 2851
363
363A
3010
328
147
300 EAST
FM 83
FM 705
FM 1751
FM 1
96
377
FSR 304W
CR 491 N
FM 2390
304 W
304E
317
CR 427
CR 491 S
3082
304A
FSR 317
325B
3094
317A
3135
FM 2189
334
334A
331B
331C1
331C
CR 4740
331G
CR 4750
359
359A
349
FM 3173
318
318A
310
3027
3027A
322
3222
FM 3127
FM 3127 SPUR
SPUR 414
88
40
CASSELLS
FM 1123
SHADY WOODS
JANES
WINSTEAD HARBOR
308
3096
308K
308G
308H
308U1
308J
3085
FLAT BOTTOM RD
LEFTY ALEXANDER RD
308B
3031
355A
355
FM 2743
FM 3373
ROLAND
BLACK FOREST
MCGILBERRY
3071
3071D
ELM LOOP
336
3072
POULAND
354
3070
3070D
63
BOULWARE HUDSPETH
BOUTON LAKE
MARSHALL
303
GUIDREY
HOPSONVILLE
3042
BINGHAM
337
364
311
306A1
SPUR 165
BARROW DR
LOOP 149


Legend
Road Designation
Priority
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
Bannister Wildlife Management Area
County
Zone
Administrative Boundary
Wilderness
USFS Ownership
Zone 5
Zone 4
Zone 3
Zone 2
Norwood
Broaddus
White City
Turkey Hill Wilderness
Bannister Wildlife Management Area
Nacogdoches County
Sabine County
San Augustine County
Angelina County
FM 95
WILSON
FM 1277
FM 1198
FM 1992
FM 705
FM 1751
FM 83
FM 2923
FM 3185
FM 2558
FM 2851
FM 2390
FM 2189
CR 489
CR 484
FM 229
CR 496
CR 3400
CR 359
CR 3420
CR 357
CR 361
CR 3440
CR 356
CR 371
CR 348
CR 319
CR 303
CR 427
CR 491 N
CR 491 S
FSR 304W
FSR 317
300 WEST
300 EAST
300C
374A
374
307
307A
300A
366
362
356
377
3056
301
348
3107
342
342B
345
352
363
363A
3010
3082
304A
304E
3094
325B
346C
346D
147
103


Legend
Road Designation
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
County
Zone
Administrative Boundary
USFS Ownership
San Augustine County
Zone 5
Zone 4
Norwood
Maoune
FM 1277
FM 1196
FM 1992
FM 705
CR 318
CR 340
CR 351
CR 353
CR 335
CR 8230
147
103
351
351B
351D
3138
316
316A
316B
316C
3109
3120
3108
3107
342
342A
342B
342B1
342C
342D
345
352
301
348
1
2
3
4
5
6
7
8
9
11
13
104


Zone 7
Zone 6
Nacogdoches County
Angelina County
Redland
BOOTS MOORE
PINE FLAT
PRESS
FM 2782
GUY BLOUNT
59
FM 1275
SHAWNEE BOTTOM
SAINTS REST
TUBBE
OLD FERRY
KURTH LAKE
DUNCAN SLOUGH
FRANK JONES
RICHARDSON
WATER WELL
RIVERCREST
DAVISVILLE
FM 2021
FM 842
403
401C
401B
401A
401
400
400B
400A
112
111
110
109
108
107
361
Legend
Road Designation
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
County
Zone
Administrative Boundary
USFS Ownership


Legend
Road Designation
Priority 1
Priority 2
Priority 3
County Road
Other Road
Compartment
County
Zone
Administrative Boundary
USFS Ownership
7
FM 2782
GUY BLOUNT
403
401
401C
401B
4012
402B
401A
401
400
400B
400A
404
402
402B
401
400
404
402
400
400C
405
400C
112
Zone 7
SFA Experimental Forest
Nacogdoches County
Angelina County

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ 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)
☒ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☒ 52.237-3 Continuity of Services (Jan 1991)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

Add any other clauses that apply to this procurement. Consider Parts 16, 17, 27, 39, 36, 45, 47, etc. Some common clauses are (this is not an inclusive list):

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.
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
52.245-9 Use and Charges
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 close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

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)

452.211-71 Variation in Quantity (Sep 2025)
(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
(b) The permissible variation shall be limited to:
___ Percent increase TBD
___ Percent decrease TBD
This increase or decrease shall apply to _____. *
(End of clause)
* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as-

1. The total contract quantity;
2. Item1 only;
3. Each quantity specified in the delivery schedule;
4. The total item quantity for each destination; or
5. The total quantity of each item without regard to destination.

(End of Clause)

452.211-72 Delivery of Excess Quantities (Sep 2025)
The Contractor must deliver item quantities within allowable variations. Excess quantities received by the Government are considered delivered for the Contractor's convenience. The Government may keep excess quantities up to $250 in value without compensating the Contractor therefore, and the Contractor waives all rights, title, or interests therein. For excess quantities over $250, the

Government may return the items at the Contractor's expense or retain and pay at the contract unit price.
(End of clause)

Provisions

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.

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)

☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☒ 52.223-4 Recovered Material Certification (May 2008)
☒ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☒ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☒ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)
52.225-18 Place of Manufacture (Aug 2018)
52.233-2 Service of Protest (Sep 2025)
52.237-1 Site Visits (Apr 1984)

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

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

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

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

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are

predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

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

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

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

452.211-70 Brand Name or Equal (Sep 2025)
(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(5) Meet the salient physical, functional, or performance characteristics specified in this solicitation;
(6) Clearly identify the item by-
    i. Brand name, if any; and
    ii. Make or model number;
(7) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
(8) Clearly describe any modifications the offeror plans to make to a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.
(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.

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: TX20260295 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of
Anderson, Angelina, Bosque, Camp, Cass,
Cherokee, Erath, Falls, Fannin,
Franklin, Freestone, Grimes, Hamilton,
Henderson, Hill, Hood, Hopkins, Houston,
Jack, Jasper, Lamar, Leon, Limestone,
Madison, Marion, Milam, Morris,
Nacogdoches, Navarro, Newton, Palo
Pinto, Panola, Polk, Rains, Red River,
Sabine, San Augustine, Shelby,
Somervell, Titus, Trinity, Tyler, Van
Zandt, Walker, Washington and Wood

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SATX2025-009 11/15/2023

	Rates	Fringes
WORK ZONE BARRICADE SERVICER	$ 16.89	0.00
TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER	$ 20.32	0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK	$ 20.30	0.00
TRUCK DRIVER, SINGLE AXLE	$ 19.22	0.00
TRUCK DRIVER LOWBOY FLOAT	$ 23.97	0.00
SPREADER BOX OPERATOR	$ 18.52	0.00
SERVICER	$ 20.94	0.00
SCRAPER OPERATOR	$ 17.71	0.00
ROLLER OPERATOR, OTHER	$ 17.09	0.00
ROLLER OPERATOR, ASPHALT	$ 18.34	0.00
REINFORCING STEEL WORKER	$ 22.24	0.00
RECLAIMER/PULVERIZER OPERATOR	$ 18.15	0.00
PIPELAYER	$ 19.97	0.00
PAVEMENT MARKING MACHINE OPERATOR	$ 22.96	0.00
OFF ROAD HAULER	$ 16.90	0.00
MOTOR GRADER OPERATOR, ROUGH	$ 21.43	0.00
MOTOR GRADER OPERATOR, FINE GRADE	$ 24.43	0.00
MILLING MACHINE OPERATOR	$ 19.99	0.00
MECHANIC	$ 24.13	0.00
LOADER/BACKHOE OPERATOR	$ 20.42	0.00
LABORER, UTILITY	$ 18.80	0.00
LABORER, COMMON	$ 16.72	0.00
FRONT END LOADER OPERATOR, OVER 3 CY	$ 19.55	0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS	$ 18.58	0.00
FOUNDATION DRILL OPERATOR, TRUCK MOUNTED	$ 25.95	0.00
FORM SETTER, PAVING & CURB	$ 18.25	0.00
FORM BUILDER/SETTER, STRUCTURES	$ 20.05	0.00
FLAGGER	$ 13.99	0.00
EXCAVATOR OPERATOR, OVER 50,000 POUNDS	$ 22.80	0.00

```
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS...........$ 21.05                0.00
ELECTRICIAN.........................................$ 32.38                0.00
CRAWLER TRACTOR OPERATOR............................$ 19.82                0.00
CRANE OPERATOR, LATTICE BOOM OVER 80 TONS...........$ 23.75                0.00
CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS........$ 24.33                0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS...........$ 27.22                0.00
CONCRETE SAW OPERATOR...............................$ 25.50                0.00
CONCRETE PAVING, CURING, FLOAT, TEXTURING MACHINE
OPERATOR............................................$ 23.12                0.00
CONCRETE PAVEMENT FINISHING MACHINE OPERATOR........$ 23.11                0.00
CONCRETE FINISHER, PAVING AND STRUCTURES............$ 20.66                0.00
BROOM OR SWEEPER OPERATOR...........................$ 17.58                0.00
ASPHALT RAKER.......................................$ 19.53                0.00
ASPHALT PAVING MACHINE OPERATOR.....................$ 21.26                0.00
ASPHALT DISTRIBUTOR OPERATOR........................$ 22.69                0.00
AGRICULTURAL TRACTOR OPERATOR.......................$ 19.97                0.00
----------------------------------------------------------------

-------------------------------------------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
================================================================
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 $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026.  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.

==========

END OF GENERAL DECISION