SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12363N26Q4202	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/20/2026

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1172044	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

9. FOR INFORMATION CALL	a. NAME JAMES KAMINSKI	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 573-453-8424

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)*

Payment and Performance bonds are required for construction projects over $35,000. Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price;

IPNF Abandoned Mine Closure
Idaho Panhandle National Forest
Shoshone County, ID

Estimated Period of Performance - September 30, 2026, to September 30, 2027

SEE ATTACHED SCHEDULE OF ITEMS AND STATEMENT OF WORK

11. The Contractor shall begin performance within 0 calendar days and complete it within 0 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☐ mandatory ☒ negotiable. (See _____.)

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

12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1000 *(hour)* local time 08/24/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE 363N

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

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ 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)*

CHAD A. BULLOCK

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12363N26Q4202

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ALL QUOTES SHALL BE EMAILED TO: CHAD.BULLOCK@USDA.GOV; JAMES.KAMINSKI@USDA.GOV,D__QUOT.mtbu47ao1yx7klxi@u .box.com on or BEFORE August 24, 2026, 10:00 AM MOUNTIAN TIME. Since all documents will be submitted to me electronically. Follow this naming convention for your attachments and keep the subject line the same or just reply all to this email. Be sure to fill out all required documentation. Required to be filled in below: Company Name:_____ POC Name:_____ Phone number:_____ Email:_____ BPA/IDIQ/MATOC Contract #_____ UEI SAM #_____ Contractual POC: Chad A.T. Bullock Contracting Officer, chad.bullock@usda.gov 385-368-5300 Contractual Technical: James Kaminski APSO, 573-453-8424 Delivery: 09/30/2027 Delivery Location Code: 363N USDA-FS STEWARDSHIP CONTRACTING BR 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138 US Mark For: USDA-FS STEWARDSHIP CONTRACTING BR 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138 Period of Performance: 09/30/2026 to 09/30/2027				
0001	The purpose of the contract is to close the open/hazardous 4th of July Mine adit #1. This mine will need to be closed with an hdpe Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12363N26Q4202

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	culvert/backfill type closure due to the size and unstable conditions of the adit. In addition, the access road to the site of approximately 750' will need to be brushed out/improved for equipment passage and then obliterated once the job is completed. Product/Service Code: F999 Product/Service Description: OTHER ENVIRONMENTAL SERVICES The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP), https://www.ipp.gov. If the contractor lacks an IPP account, USDA will automatically initiate the enrollment process with Treasury using the contractor's SAM.gov Accounts Receivable POC as the IPP account holder. Once the enrollment process is complete, the IPP account holder will receive notification and can being invoicing. More information about IPP can be found at: https://www.ipp.gov				

Site Visit for 12363N26Q4202 IPNF Abandoned Mine Closure Scheduled for July 28, 2026 at 1000am PT

A good meeting point would be the intersection of the FS-456 and 507 roads. Coordinates of pullout - 47°22'35.51"N 115°45'48.11"W. Any questions reach out to Niranjan Walters-(208)449 5404

IPNF Abandoned Mine Closure

Schedule of Items

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Base	1	Ea.		

Scope of Work

The IPNF intends to have an open mine adit closed by backfilling/culvert installation at a mine located on the St Joe Ranger District, of the IPNF at 115.7459594°W 47.3836116°N. This mine presents a hazard to public health & safety as well as to wildlife and this adit closure is in the interest of the public. The adit needs to be closed with a combination grated pvc pipe/backfill type closure due to extremely unstable and hazardous conditions.

Scope of Work

Base 4th of July Mine Adit Closure -

- Location is approximately 2 miles east of the junction of FS-456 with the FS-507 road on Bullion Creek, approximately 26 miles southeast of Wallace, ID, 18 miles north of Avery, ID and 10 miles southeast of I-90 near Tammany, MT. Access is via open Forest Service System roads.
- The old mining road leading to the site from the FS-507 Road needs to be re-established by clearing/grubbing & stockpiling vegetation, and stabilizing and widening as needed for safe equipment passage. The access road is approximately 750'.
- Woody debris will be scattered along the length of the road and the front end of the road will be obliterated and/or blocked with rocks to prevent access once closure is completed.
- The adit will be closed by installing a 10.5' x 2.8' pvc pipe with a grate that will be installed horizontally and backfilling and compacting rock around the pipe with an excavator. Material around the site will be used to block the entrance of the mine, which is 15' high by approximately 20' wide.
- It is anticipated that 150 cy of material will be needed to complete the job. There are on-Forest pits that can be used near the mine site for additional rock material if needed.
- The Forest Service will provide the hdpe pipe with grate.
- Contractor will provide all tools, equipment, fuels & supplies needed to clear/grub and improve the access road and perform the closure work. Contractor is responsible for transportation of all equipment to and from site.
- Provide short report and photos of completed closure.

US Department of Agriculture (USDA)

Statement of Work

Contents

Project 3
General Information 3
1.0 Scope of Work 3
2.0 Background 3
Contractor Requirements 3
3.0 Technical Requirements / Tasks 3
4.0 Government Furnished 3
5.0 Deliverables / Schedule 3
6.0 Travel 4
7.0 Contractor's Key Personnel 4
8.0 Security Requirements 4
9.0 Data Rights 4
10.0 Section 508 – Electronic and Information Technology Standards 4
Attachment 4

Project

IPNF Abandoned Mine Closure Contract 2026-2027

General Information

1.0 Scope of Work

Location is approximately 2 miles east of the junction of FS-456 with the FS-507 road on Bullion Creek, approximately 18 miles north of Avery, ID and 10 miles southeast of I-90 near Tammany. Access is via open Forest Service System roads. The old mining road leading to the site from the FS-507 Road needs to be brushed out/cleared & grubbed, and minor work done for temporary access. The access road is approximately 750'. The front end of the old mining road will be obliterated and/or blocked with rocks to prevent access once closure is completed. The adit will be closed by installing a 10.5' x 2.8' pvc pipe with a grate that will be installed horizontally and backfilling and compacting rock around the pipe with an excavator. It is estimated that approximately 150-200 cy of rock will be needed for the backfilling. Material around the site and any excavated during road reconstruction will be used to block the entrance of the mine, which is about 15' high by approximately 25' wide. If more material is needed for the backfill, there is a source on Forest at 115.8276889°W 47.3947103°N which is approximately 8 miles north on FS-456 from the site, and another at 115.7362177°W 47.3511566°N which is approximately 6 miles south of the site at the junction of FS-456 and FS-300 roads. The Forest Service will provide the hdpe pipe with grate. Contractor will provide all tools, equipment, fuels & supplies needed to brush out and improve the access road and perform the closure work. Contractor is responsible for transportation of all equipment to and from site. Provide short report and photos of completed closure.

2.0 Background

.

This mine site is close to an open Forest System road that sees a lot of use by the public and has therefore been prioritized for closure to mitigate the risk to public health and safety. According to historic reports, there is a waste rock dump at the site of adit #1 that is 135' long, 30' wide and 5-7' thick, approximately 900 cy at the time of the survey in 1996. This material will be used to plug the mine opening as needed.

Contractor Requirements

3.0 Technical Requirements / Tasks

Insert Technical Requirements / Tasks Here

- Clearing/grubbing and recontouring of 750' old mine access road – expect about 1 day to complete this task
- Stockpiling of trees and slash for road reclamation use
- Prepping mine site by clearing/brushing access to portal, removal of old timbers/portal materials and clearing waste rock pile for access to materials
- Installation of government furnished hdpe culvert in mine opening
- Backfilling and compacting of rock material around culvert to permanently secure it in place and block all other access to the mine adit – expect about 1 day to complete this task
- Demolition of temporary access road and spreading of woody debris to block future use – expect about 1 day to complete this task

4.0 Government Furnished

- 1 10.5' long x 2.8' wide hdpe culvert with fixed horizontal grate
- Rock material needed to plug mine opening

5.0 Deliverables / Schedule

Key Deliverables

Item No.	*Deliverable*	*Objective*	*Due*
1	*Secured Mine Adit*	*Defining the responsibilities, timeline, risks and milestones of contract objectives. Ref. Subtask 4.1.3*	*No later than five (5) business days after contract award*
2	*Final Report and Photos*	*Document work done and site conditions once job is complete*	*At the end of the project*

Insert Deliverables / Schedule Here

6.0 Travel

The contractor is responsible for travelling to the site at their expense

7.0 Contractor's Key Personnel

- Qualified equipment operators/drivers for excavator/dump truck/skidsteer etc

8.0 Security Requirements

N/A

9.0 Data Rights

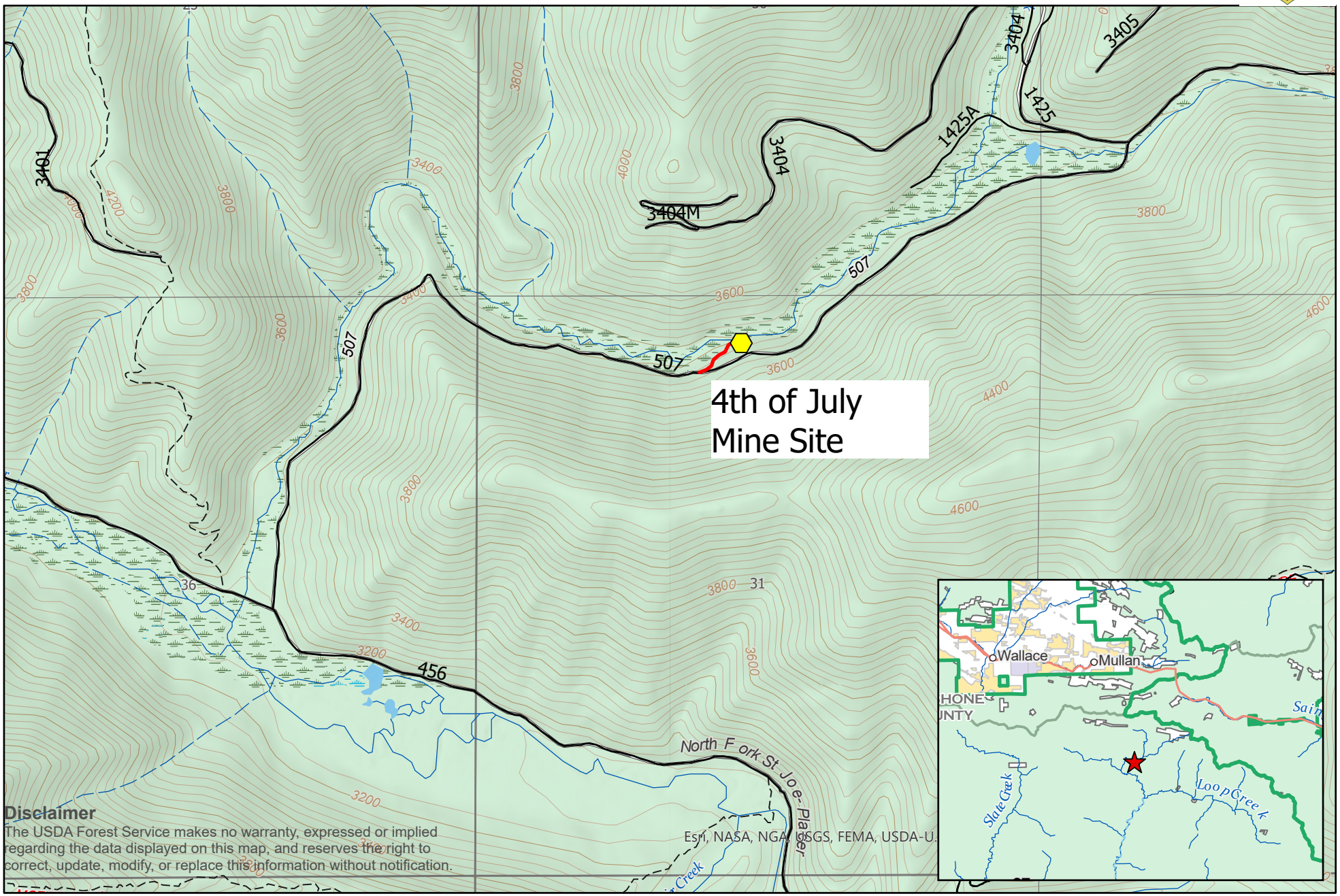
N/A

10.0 Section 508 – Electronic and Information Technology Standards

N/A

Attachment

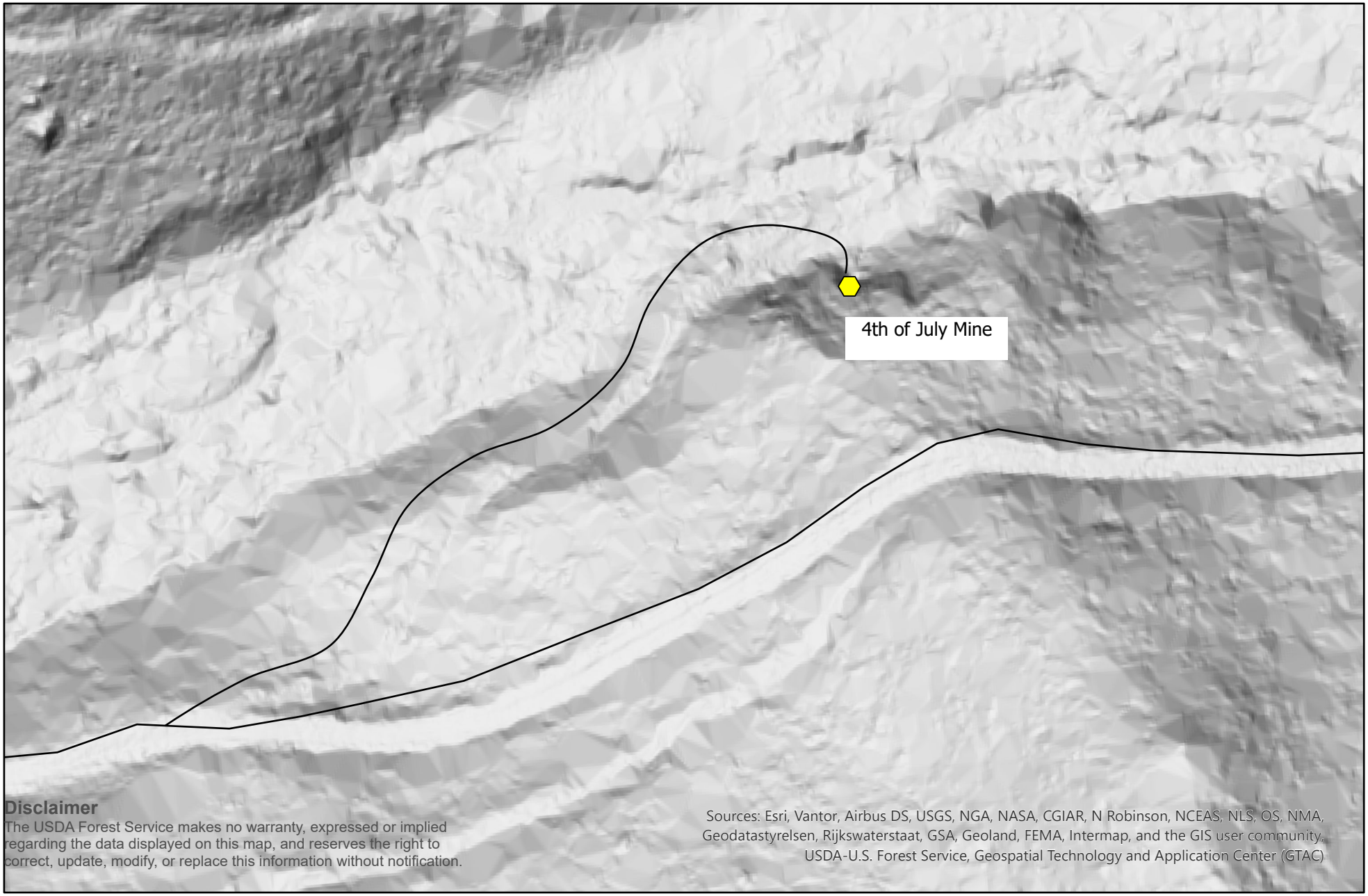
4th of July Mine Closure Site w/Temp Road



0 0.13 0.25 0.5 Miles

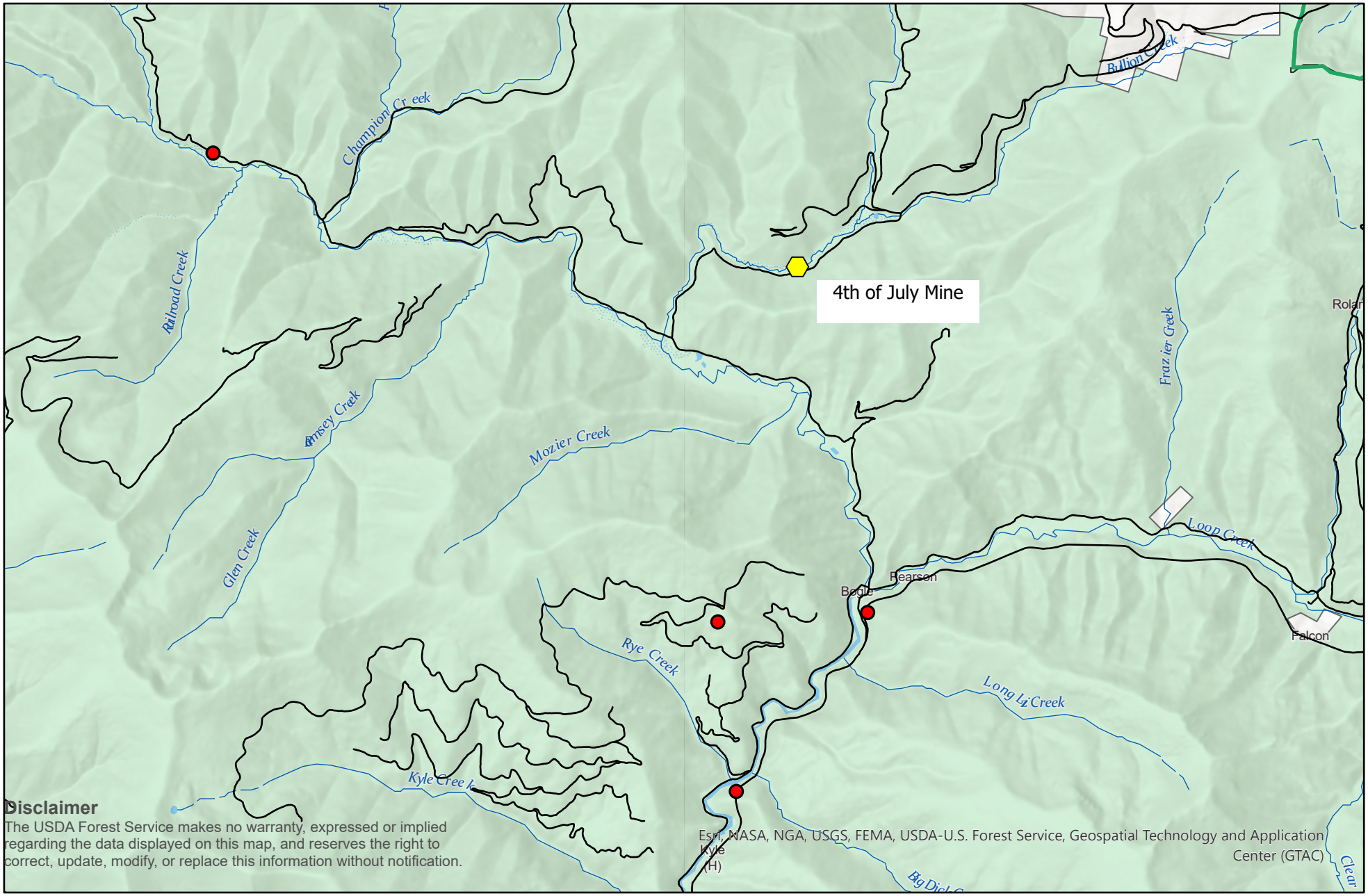
Forest Service Roads

4th of July Mine & LiDAR Image of Old Mine Road



0 45 90 180 Feet

4th of July Mine Closure & Potential Rock Sources



0 0.5 1 2 Miles

Pits & Quarries

Forest Service Roads

AN Example of an Enclosure

Definitization of Equitable Adjustments for Change Orders

36.101-1 Acquisition Strategy.
(a) The contracting officer will only use sealed bid procedures (see part 14) for a construction contract if the conditions in part 6 for use of sealed bidding are met. However, the contracting officer should not use sealed bidding if the contract will be performed outside the United States and its outlying areas.

(b) The following must be considered when determining the contract type and pricing structure and must be addressed in the acquisition plan.
(1) Generally, firm-fixed-price contracts must be used to acquire construction. They may be priced—
(i) on a lump-sum basis (when a lump sum is paid for the total work or defined parts of the work),
(ii) on a unit-price basis (when a unit price is paid for a specified quantity of work units), or
(iii) using a combination of the two methods.
(2) Lump-sum pricing must be used in preference to unit pricing except when—
(i) Large quantities of work such as grading, paving, building outside utilities, or site preparation are involved;
(ii) Quantities of work, such as excavation, cannot be estimated with sufficient confidence to permit a lump-sum offer without a substantial contingency;
(iii) Estimated quantities of work required may change significantly during construction; or
(iv) Offerors would have to expend unusual effort to develop adequate estimates.
Pursuant to FAR 36.101-4(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at Contracting with USDA under "Federal Acquisition Regulation 36.101-4". USDA's procedures that apply to the definitization of equitable adjustments for change orders under construction contracts may be found in AGAR 443.304 -70.

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

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

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

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

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

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

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

☐ 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)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☒ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)

☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☐ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☒ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ Alternate II (Nov 2025) of 52.240-92
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
☐ 52.242-13 Bankruptcy (July 1995)
☒ 52.246-21 Warranty of Construction (Mar 1994)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

<u>The Contractor shall comply with the following FAR Clauses for Commercial Construction.</u>

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

52.216-18 Ordering (Aug 2020)
52.216-19 Delivery – Order Limitations (Oct 1995)
52.216-21 Requirements (Nov 2025)
☐ Alternate I (Apr 1984) of 52.216-21
52.216-22 Indefinite Quantity (Nov 2025)
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
52.245-9 Use and Charges (Apr 2012)
52.246-21 Warranty of Construction
452.236-71 Prohibition Against the Use of Lead-Based Paint.
452.236-72 Use of Premises.
452.236-73 Archeological or Historic Sites
452.236-74 Control of Erosion, Sedimentation, and Pollution
452.236-76 Samples and Certificates
452.236-77 Emergency Response

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

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

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

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of

1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

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

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

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

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

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

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

(1) Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

(2) Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.
(End of Clause)

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

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

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

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

i. Specifically authorized by the contract; and

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

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

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

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

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

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

_____(name)

_____(title)

_____(date)

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

(1) Records and Documentation:

i. Certified progress payment requests and supporting documentation;

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

iii. Updated schedule of values and progress schedules;

iv. Quality assurance and inspection reports;

v. Payroll records, if applicable under labor provisions.

(2) Facilities and Worksite Access:

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

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

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

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

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

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

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

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

(j) *Reservation of rights.*

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

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

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

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

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

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

exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

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

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

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

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

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

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

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

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

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government must, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the

contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause must not apply to that portion of progress payments attributable to bond premiums.

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

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

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

(End of clause)

Award Type

It is anticipated that a Firm Fixed Price will be awarded as a result of this synopsis/solicitation. The Government reserves the right to make more than one award (multiple awards) for different line items, if, after considering the additional administrative cost to the Government of awarding and administering separate purchase orders, it is determined that the multiple awards will result in the best value to the Government. For purposes of evaluating the cost of making multiple awards, it is assumed that the administrative cost of awarding and administering a purchase order is $500.

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

Organized Site Visit: Site visits may be arranged during normal duty hours by contacting:

Name: Niranjan Walters
Address: USFS – Idaho Panhandle National Forests
3232 Nursery Rd, Coeur d'Alene, ID

Telephone: (208)449 5404

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.

Evaluation Criteria:

The Government will evaluate the task order quotes against the below-stated evaluation factors for award.

Factor #1 –Planned Technical Approach

Submit with your company's quote your Planned Technical Approach that addresses your Company's strategy for each of the following:

Site access;
Adit closure;
Emergency communications; and
Conducting field work in this remote location

Factor #2 –Schedule Compliance Statement

In accordance with Section 6, provide a statement that your company is capable of starting and finishing the project as required.

Factor #3 – Contractor Performance Assessment Reporting System (CPARS)

Your company is not required to submit any documents for this evaluation criterion. The contracting officer will review CPARS to determine past performance history.

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. Tradeoffs will not be conducted.

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)

Period for acceptance of offers.
The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions
Questions shall be submitted via email to Jon.Smith@usda.gov and are due no later than November 15, 2025, at 12:00 PM Pacific Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

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

The following provisions are applicable if checked:

☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

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

☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☐ 52.228-1 Bid Guarantee (Sep 1996)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions
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)

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.

USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest
If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

Davis-Bacon Act WD # ID20260060

Wage Determination

Modification #

1

Construction

Heavy

Last Revised Date

May 18, 2026

States and Counties

State

Idaho

Counties

Shoshone

Document

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          "General Decision Number: ID20260060 05/18/2026


State: Idaho


Construction Types: Heavy


Counties: Idaho Counties of
Shoshone





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


 CARP0001-045 06/01/2021
                                                          Rates
Fringes
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CARPENTER (FORM WORK ONLY).....$ 38.87
17.84

ELEC0073-011 08/01/2025

Rates
Fringes
ELECTRICIAN.....$ 49.55
19.09

ENGI0370-035 06/01/2018

Rates
Fringes
POWER EQUIPMENT OPERATOR: GROUP 8 CRANES (85 TONS
& OVER), FRONT END LOADER (10 YDS & OVER) ZONE
PAY: ZONE CENTERS: SPOKANE, PASCO, LEWISTON ZONE
1: 0-45 MILES: FREE ZONE 2: 45 MILES & OVER: $2.00
BOOM PAY (ALL CRANES): (A): 180'-250': $.50
OVER SCALE (B): OVER 250': $.80 OVER SCALE.....$ 30.41
15.95
POWER EQUIPMENT OPERATOR: GROUP 7 BACKHOE (OVER
110,000 GW), CRANES (45-85 TONS), HEAVY DUTY
MECHANIC, FRONT END LOADER (8-10 YDS) ZONE PAY:
ZONE CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1:
0-45 MILES: FREE ZONE 2: 45 MILES & OVER: $2.00
BOOM PAY (ALL CRANES): (A): 180'-250': $.50 OVER
SCALE (B): OVER 250': $.80 OVER SCALE.....$ 29.31
15.95
POWER EQUIPMENT OPERATOR: GROUP 6 BACKHOE
(45,000-110,000 GW), CRANE (25-45 TONS), BULLDOZER
(D-6 AND OVER), GRADER/BLADE, FRONT-END LOADER(4-8
YDS), PAVER, SCRAPERS (ALL) ZONE PAY: ZONE
CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1: 0-45
MILES: FREE ZONE 2: 45 MILES & OVER: $2.00 BOOM
PAY (ALL CRANES): (A): 180'-250': $.50 OVER SCALE
(B): OVER 250': $.80 OVER SCALE.....$ 29.04
15.95
POWER EQUIPMENT OPERATOR: GROUP 5: BACKHOE
(45,000 GW & UNDER), CRANES (25 TONS & UNDER),
DRILL (8 IN BIT AND OVER ZONE PAY: ZONE
CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1: 0-45
MILES: FREE ZONE 2: 45 MILES & OVER: $2.00 BOOM
PAY (ALL CRANES): (A): 180'-250': $.50 OVER SCALE
(B): OVER 250': $.80 OVER SCALE.....$ 28.76
15.95
POWER EQUIPMENT OPERATOR: GROUP 4 FRONT END LOADER

(UNDER 4 YDS) ZONE PAY: ZONE CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1: 0-45 MILES: FREE ZONE 2: 45 MILES & OVER: $2.00 BOOM PAY (ALL CRANES): (A): 180'-250': $.50 OVER SCALE (B): OVER 250': $.80 OVER SCALE.....$ 28.60 15.95
POWER EQUIPMENT OPERATOR: GROUP 3 BULLDOZER (UP TO D-6) ZONE PAY: ZONE CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1: 0-45 MILES: FREE ZONE 2: 45 MILES & OVER: $2.00 .....$ 28.44 15.95
POWER EQUIPMENT OPERATOR: GROUP 1 ROLLERS (ALL) ZONE PAY: ZONE CENTERS: SPOKANE, PASCO, LEWISTON ZONE 1: 0-45 MILES: FREE ZONE 2: 45 MILES & OVER: $2.00.....$ 27.51 15.95

IRON0014-006 07/03/2025

Rates Fringes
IRONWORKER: REINFORCING AND STRUCTURAL.....$ 43.40 30.27

LABO0238-028 06/01/2017

Rates Fringes
LABORER (PIPELINE ONLY): COMMON.....$ 26.28 12.15

LABO0238-031 07/01/2019

Rates Fringes
LABORER:GROUP 1A FLAGGER ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $2.00 BASE POINTS: SPOKANE ZONE 1: 0-45 RADIUS MILES FROM THE MAIN POST OFFICE. ZONE 2: 45 RADIUS MILES AND OVER FROM THE MAIN POST OFFICE.....$ 25.84 13.00
LABORER: GROUP 4 ASPHALT INCLUDES RAKER, SHOVELER, SPREADER, AND DISTRIBUTOR ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $2.00 BASE POINTS: SPOKANE ZONE 1: 0-45 RADIUS MILES FROM THE MAIN POST OFFICE. ZONE 2: 45 RADIUS MILES AND OVER

FROM THE MAIN POST OFFICE.....$ 28.48
13.00

PLAS0072-003 06/01/2025

Rates
Fringes
CEMENT MASON/CONCRETE FINISHER (ZONE 1) ZONE
DIFFERENTIAL (ADD TO ZONE 1 RATE): ZONE 2 - $3.00
BASE POINTS: SPOKANE, PASCO, LEWISTON, WENATCHEE
ZONE 1: 0-45 RADIUS MILES FROM THE MAIN POST
OFFICE ZONE 2: OVER 45 RADIUS MILES FROM THE
MAIN POST OFFICE.....$ 40.89
18.64

PLUM0044-015 06/01/2019

Rates
Fringes
PLUMBER (ZONE 1).....$ 37.71
23.44

SUID2010-053 08/08/2012

Rates
Fringes
TRUCK DRIVER: WATER TRUCK.....$ 24.48
11.67
TRUCK DRIVER: LOWBOY TRUCK.....$ 21.00
12.10
OPERATOR: CONCRETE BATCH PLANT.....$ 24.94
11.96
OPERATOR: FORKLIFT.....$ 21.20
0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....$ 20.97
0.00
LABORER: PIPELAYER.....$ 17.67
7.26
LABORER: LANDSCAPE.....$ 22.13
11.13
LABORER: COMMON OR GENERAL.....$ 24.66
8.36
CARPENTER, EXCLUDES FORM WORK.....$ 29.92
5.20

TEAM0690-002 06/01/2024

Rates
Fringes
TRUCK DRIVER: DUMP (OVER 6 YDS).....$ 37.02
20.93
TRUCK DRIVER: DUMP (6 YDS AND UNDER).....$ 36.58
20.93

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 $13.65 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.

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END OF GENERAL DECISION

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