SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140L4326R0024	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/17/2026	1	66	

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044044112	

7. ISSUED BY CODE LHA

BLM OR-ST OFC PROC MGMT BR(OR952)
1220 SW 3rd Avenue, 12th Floor
PORTLAND OR 97204

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Joy R. Menguita	5038086312

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 number, date)*

HSO FIELD FENCE INSTALLATION
BLM NORTHWEST OREGON DISTRICT, OREGON

THIS SOLICITATION IS A SMALL BUSINESS SET ASIDE.

Company Name: _____
Company Point of Contact: _____
Email: _____
Phone: _____
SAM UEI: _____

11. The contractor shall begin performance within 10 calendar days and complete it within 45 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** See F.1.0 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	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 1700 ***(hour)*** local time 07/17/2026 (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 90 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)*

CODE FACILITY CODE

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

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

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. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
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

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* 0 *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)*

Matthew Duane

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 0011276587 BLM, Horning Seed Orchard HORNING SEED ORCHARD 27004 S SHECKLY RD COLTON OR 97017 US				
00010	field fencing Product/Service Code: F009 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SEED COLLECTION/PRODUCTION				

Section	Title
Part I—The Schedule	
A	Solicitation/contract form
B	Bid schedule
C	Specifications/Drawings
D	Packaging and marking
E	Inspection and acceptance
F	Deliveries or performance
G	Contract administration data
H	Special contract requirements
Part II—Contract Clauses	
I	Contract clauses
Part III—List of Documents, Exhibits, and Other Attachments	
J	List of attachments
Part IV—Representations and Instructions	
K	Representations, certifications, and other statements of offerors
L	Instructions, conditions, and notices to offerors
M	Evaluation factors for award

SECTION B – BID SCHEDULE

This requirement is for one (1) Firm Fixed Price Construction contract for HSO Field Fence Installation in Colton, Oregon. Horning Seed Orchard 27004 S. Sheckly rd. Colton, OR 97017

BASE

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
0001	Mobilization	1	LS	$	$
0002	Materials and Installation for a 7-foot-high woven wire fence (field fencing or deer fencing).	3370*	FT	$	$
0003	Materials and Installation for one 16ft double gate (**two 8-footers**)	1	EA	$	$
				TOTAL	$

*Estimated Quantity
LS = Lump Sum
FT = Feet
EA = Each

PERFORMANCE PERIOD: See F.1.0.

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

(End of Section B)

SECTION C – SPECIFICATIONS/DRAWINGS

Attachment 1 – Specifications and Drawings, 9 pages

CONSTRUCTION SPILL PROVISIONS

PART 2: PRODUCTS

A. Spark Arresters: Shall meet the requirements of the State of Oregon's regulations.

PART 3: EXECUTION

3.01 HAZARDOUS MATERIAL CONTAINMENT/CLEANUP

A. During contractor operations on lands managed by the BLM, in event of a release as defined in Oregon Administrative Rules (OAR), Chapter 340, Division 142, Oil and Hazardous Materials Emergency Response Requirements, the Contractor shall immediately implement the SPCC plan as referenced herein and notify the on-site Government Contract Representative (COR or PI). The Government Representative will initiate the District's Hazardous Materials Contingency Plan and/or Spill Containment Plan reporting requirements. The Government Representative will remain on scene until relieved by the District Hazardous Materials Management Coordinator (HMMC) or his/her representative.

B. Spill Prevention, Control, and Countermeasure Plan (SPCC): The Contractor shall develop an SPCC Plan as defined under 40 CFR Part 112. The SPCC Plan will be reviewed and accepted by the Contracting Officer prior to initiating project work. The SPCC Plan shall, as a minimum, contain the following information:

1. Response Priorities

2. Contractor Representative in Charge

3. Duties of Contractor Personnel

4. Contractor Emergency Response Procedures

5. Contents of Spill Containment Kit (SCK)

6. Spill Response Diagram

Upon request, an example of a SPCC may be obtained from the _____ District Environmental Protection Specialist for Hazardous Materials.

C. Spill Containment Kit (SCK): The Contractor shall have a SCK, as described in the SPCC, on-site during any operation and provide training to employees on how components of the SCK are used. The SCK must be designed for use with petroleum products, and must contain, as a minimum, the following items:

1. Two Bales (4 Booms/Bale, of 8" dia. X 10' length Oil-only Absorbent Booms)

2. Two Bales (100 Pads/Bale, of Oil-only Absorbent Pads, minimum of 17"x19"x1/4")

3. One Oil-only Absorbent Sweep (minimum of 18" dia. X 100' length)

4. One Floating On-Water Containment Boom (minimum 18" width x 100' length) (only required for in-stream or riparian work within 50 feet or less of a waterway.)

5. Gloves (PVC and Latex), Goggles, and Garbage Bags sufficient to contain soiled absorbents.

D. The Contractor shall implement the Emergency Response Actions described in the SPCC plan. Those actions include, but are not limited to, immediate action to protect employee health and safety, immediate action to stop the flow of product from the equipment, removal of equipment from the waterway if required and/or possible, deployment of the absorbent booms and pads downstream from the equipment, and any other immediate action as specified by Federal and/or State On-Scene Coordinators or his/her representative. The Contractor shall be responsible for cleanup/removal and proper disposal of contaminated materials from the site.

E. If the HMMC determines that additional resources are needed, the HMMC will implement the District's Hazardous Materials Contingency Plan and the District Spill Containment Plan. The Contractor may be responsible for any or all costs associated with this level of effort. The amount of actual damage will be deducted by the Government from the amount due the Contractor prior to final payment.

(End of Section C)

SECTION D – PACKAGING AND MARKING

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

The following clauses are incorporated by reference:

52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

F.1.0 PERIOD OF PERFORMANCE

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 4**5 days after the date the contractor receives the notice to proceed** The time stated for completion shall include final cleanup of the premises.

F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details its proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule must reflect a work progress rate equal to the available amount of contract performance time.

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

The following local clauses are provided in full text:

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) FAR 42.1102 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.1102.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30- day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of clause)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (FEB 2021

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Products or Commercial Services included in commercial products or commercial services contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Invoice billed according to contract line items and rates.
2. Certified payrolls and Statement of Compliance in accordance with clause 52.222-8.
3. If partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
4. If final payment is billed, the last invoice shall state "FINAL".
5. Contractor's Release of Claims shall be submitted with the final invoice.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contract (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1.0 BONDS

When a financial protection is covered by an individual surety, the Contractor shall email the signed Standard Form 28 Affidavit of Individual Surety to the contracting office using the instructions in Section L below.

Bureau of Land Management
Oregon State Office
ATTN: Branch of Procurement Management [*Contractor insert Contract no.]*
P.O. Box 2965
Portland, OR 97208

Where authorized, bonds covered by United States bonds or notes, certified cashier's checks, bank drafts or money orders must be mailed to the above address using ATTN: CBS Lead [Contractor insert Contract no.]

H.2.0 ACCESS

In the event of a site/facility closure, the Contractor shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Contracting Officer or their designated representative.

H.3.0 WORK HOURS

Unless otherwise specified in Section C, Specifications, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.4.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.4.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work where the Contractor proceeds during unsafe adverse weather or site conditions, and/or fire danger. Historical average days of severe weather have been included in the performance period. The Contractor will not be entitled to additional contract time or compensation for any such suspensions except when unusually severe weather or unforeseen conditions exist.

H.4.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area.

H.5.0 DRAWINGS

H.5.1 Reduced Size Drawings. Drawings appearing in this package may be photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. The Contractor may request full-size drawings from the Contracting Officer.

H.6.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.6.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

H.6.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.6.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

H.6.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

H.7.0 SUBSTITUTION – PROCESSION OF WORK

Any proposed key personnel, minimum qualifications for incoming or replacement key personnel, subcontractors, processes, procedures or materials included in the quotation are hereby incorporated into the contract. Performance shall be limited to the personnel, qualifications, firms, procedures, and materials that were specifically identified in the quotation accepted. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions or changes. All substitutions or replacements shall comply with the terms and conditions of the contract.

H.8.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.9.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.

Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

H.10.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at *www.epa.gov/cpg/products.htm*.
- USDA Biobased product listings published at *www.biopreferred.gov*.
- Energy Star® product listings published at *www.energystar.gov/products*.
- FEMP Low Standby Power product listings published at *http://energy.gov/eere/femp/covered-product-categories*

Contractor shall comply with all reporting requirements stated in the applicable clause(s):

- 52.223-1 Biobased Product Certification
- 52.223-2 Reporting of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

H.11.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

H.12.0 CONSTRUCTION WAGE RATES APPLICABLE TO TRUCK DRIVERS

29 CFR 5.2(j) limits coverage of construction contractor or subcontractor employees performing as truck drivers under the Davis-Bacon Act (FAR 52.222-6) to only their time spent directly upon the "site of the work" or when hauling between the site of the work and a facility which is dedicated to and located in the proximity of the actual construction location. Other transportation of materials or supplies to or from the site of work by employees of the construction contractor or subcontractor is not “construction” at the site of work and accordingly is not subject to the Davis-Bacon Act.

H.14.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR and outlined in the attachment at the end of this section.

H.15.0 SUBMITTALS

H.15.1 LIABILITY INSURANCE

In accordance with clause 1452.228-70, upon contract award submit a copy of an acceptable insurance certificate to the Contracting Officer prior to beginning the work by sending it to joy_menguita@ios.doi.gov.

H.15.2 PERFORMANCE AND PAYMENTS BONDS

Contractor shall furnish all executed Performance and Payments bonds in accordance with clause 52.228-15 to the Contracting Officer. The electronically signed Standard Forms 25 and 25-A shall be sent via email to joy_menguita@ios.doi.gov.

H.16.0 SITE VISIT

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit has been scheduled for Tuesday, June 30, 2026 at 9:00 AM, PT. Contact Jay Torland at jtorland@blm.gov for more information.

Participants will meet at 27004 S. Sheckly Rd., Colton, OR 97017

FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- Fire tools must be on site;
- Fire extinguisher must be in all vehicles;
- Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- Only unmodified saws are to be used in the forest;
- Approved spark arresters must be on all internal combustion engines;
- Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- No smoking is permitted while working or traveling through any operations area in the forest;
- No use of explosives is permitted unless approved by the State Forester's representative;
- Permits to burn are required unless waived by a representative of the State Forester.
- Permits to operate power-driven machinery shall be obtained by the Contractor prior to commencing operations unless waived by a representative of the State Forester (ORS 47.625).

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- Physically capable and experienced in operating any firefighting equipment on site.
- On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

	NUMBER OF PERSONNEL										
	1- 4	5	6	7	8	9	10	11	12	13	14
KIND OF TOOLS	NUMBER OF TOOLS REQUIRED										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

For chainsaws - 8 oz. capacity by weight.
For vehicles - UL rating of at least 4 BC.

4. ADDITIONAL WATER SUPPLY

Contractor shall comply with ORS 477.615 during fire season when inside or within one-eighth of one mile of a state forest protection district and furnish additional water supply and equipment for use in fire suppression in conformity with the rules promulgated by the Oregon State Forester, when directed by the Oregon State Forester in writing. When required, all water supply and equipment components shall be maintained and ready for immediate use.

During fire season when operating a stationary internal combustion engine inside or within one eighth of one mile of a state forest protection district, Contractor shall comply with ORS 477.650 and provide a water supply, with equipment for its use in fire suppression for each engine, in conformity with the rules promulgated by the Oregon State Forester. All water supply and equipment components shall be maintained and ready for immediate use.

(End of Section H)

SECTION I – CONTRACT CLAUSES

The following clauses are incorporated by reference:

Clause	Title	Date
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	MAR 2026 – RFO Overhaul
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	MAR 2026– RFO Overhaul
52.209-6	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	APRIL 2026– RFO Overhaul
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	APRIL 2026– RFO Overhaul
52.211-13	TIME EXTENSIONS	SEPT 2000
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JAN 2026– RFO Overhaul
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUNE 2003
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 2026– RFO Overhaul
52.219-28	POSTAWARD SMALL BUSINESS REREPRESENTATION	JAN 2026– RFO Overhaul
52.222-3	CONVICT LABOR	MAY 2026– RFO Overhaul
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2026– RFO Overhaul
52.222-7	WITHHOLDING OF FUNDS	MAY 2026-RFO Overhaul
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2026-RFO Overhaul
52.222-9	APPRENTICES AND TRAINEES	MAY 2026-RFO Overhaul
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION – DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAY 2026-RFO Overhaul
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2022
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	APR 2026-RFO Overhaul
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007

52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-14	IRREVOCABLE LETTER OF CREDIT	MAY 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-1	DISPUTES	APRIL 2026-RFO Overhaul
52.233-3	PROTESTS AFTER AWARD	APRIL 2026-RFO Overhaul
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	APRIL 2026-RFO Overhaul
52.236-2	DIFFERING SITE CONDITIONS	JAN 2026– RFO Overhaul
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	JAN 2026– RFO Overhaul
52.236-5	MATERIAL AND WORKMANSHIP	JAN 2026– RFO Overhaul
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	JAN 2026– RFO Overhaul
52.236-7	PERMITS AND RESPONSIBILITIES	JAN 2026– RFO Overhaul
52.236-8	OTHER CONTRACTS	JAN 2026– RFO Overhaul
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	JAN 2026– RFO Overhaul
52.236-10	OPERATIONS AND STORAGE AREAS	JAN 2026– RFO Overhaul
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	JAN 2026– RFO Overhaul
52.236-12	CLEANING UP	JAN 2026– RFO Overhaul
52.236-13	ACCIDENT PREVENTION	JAN 2026– RFO Overhaul
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	JAN 2026– RFO Overhaul
52.236-17	LAYOUT OF WORK	JAN 2026– RFO Overhaul
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	JAN 2026– RFO Overhaul
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-5	CHANGES AND CHANGED CONDITIONS	OCT 2026-RFO Overhaul
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING - CONSTRUCTION	OCT 2025
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 1984

52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) – ALTERNATE I	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

The following clauses are provided in full text:

52.240-93 – BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS **(**MAR 2026 RFO Overhaul**)**

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (MAY 2026-RFO Overhaul)

(a) *Definitions.* As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).
Worker—

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and —

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the

Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and
(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and
(ii) A worker performs *in connection with* a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(a) Executive Order minimum wage rate.

(1) The Contractor must pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.
(2) The Contractor must adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on *https://www.sam.gov* (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.
(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs must include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors must consider any subcontractor requests for such price adjustment.
(iii) The Contracting Officer must not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and must not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers must be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
(6) The Contractor must pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.
(7) The Contractor must not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards

statute, the cash equivalent thereof.
(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
(9) The Contractor must pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
(10) The Contractor must follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
(2) This clause does not apply to—
(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);
(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and
(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor must notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor must post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor must make and maintain records, for three years after completion of the work, containing the following information for each worker:
(i) Name, address, and social security number;
(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made; and
(vi) Total wages paid.

(2) The Contractor must make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor must also make such records available upon request of the Contracting Officer.

(3) The Contractor must make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment must be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor must permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, must withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor must not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor must include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.223-23 SUSTAINABLE PRODUCTS (MAY 2026-RFO Overhaul

(a) *Definitions.* As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-

products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of Clause)

52.225-9 – BUY AMERICAN–CONSTRUCTION MATERIALS (APRIL 2026-RFO Overhaul)

(a) *Definitions*. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel

additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

_____*[Contracting Officer to list applicable excepted materials or indicate "none"]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For* domestic *construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For* domestic *construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

	Construction Material Description	Unit of Measure	Quantity	Price (dollars)*	
	Item1:				
	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	
	Item2:	_____	_____	_____	
	Foreign construction material	_____	_____	_____	
	Domestic construction material				

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]

(End of clause)

52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(a) *Definitions*. As used in this clause-

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 26.505, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

(a) *Definitions*. As used in this clause-

"Driving"–

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.228-11 INDIVIDUAL SURETY—PLEDGE OF ASSETS (FEB 2021) [(DEVIATION MAY 2023)]

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2)Standard Form 28, Affidavit of Individual Surety[, except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12].

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c)A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-15 – PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023)

(a) *Definitions.* As used in this clause --

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25 [, except that a seal is not required]*). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A [, except that a seal is not required]*). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management
Service Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at http://www.fms.treas.gov/c570/ .

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c))*. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

52.232-39 – UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement , that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

(End of clause)

52.252-6 – AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ *[insert regulation name]* (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.203-70 RESTRICTIONS ON ENDORSEMENTS—DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

1452.224-1 PRIVACY ACT NOTIFICATION (JUL 1996) (DEVIATION)

(a) As prescribed in 1424.104, the clause at FAR 52.224–1, Privacy Act Notification, shall be modified before insertion into solicitations and contracts by—

(1) Changing the title of the clause to read "Privacy Act Notification (JUL 1996) (Deviation)"; and

(2) Adding the following sentence to the end of the clause:

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.

(b) As prescribed in FAR 52.103(a) and 52.107(f), the clause at FAR 52.252–6, Authorized Deviation in Clauses, shall be inserted into solicitations and contracts containing the clause in paragraph (a) of this section.

(End of clause)

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$ 500,000 each person
$ 500,000 each occurrence
$ 500,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT—DEPARTMENT OF THE INTERIOR (JUL 1996)

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

Attachment 2 Construction Wage Requirements Determination no. WD OR20260053 ver5-18-26; 8 pages
The latest wage determination shall be incorporated at the time of award.

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SIGNATURE EXTENSION

If the Offeror is a partnership or a joint venture, all partners or joint venture representatives are required to sign as contractors. Signatures shall be provided below:

Name:_____ Name:_____

Title:_____

The following provisions are incorporated by reference:

Provision	Title	Date
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014

The following provisions are provided in full text:

52.203-98, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-02) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

52.240-90 – SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (MAR 2026-RFO Overhaul)

(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA *Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

1510-52.222-71 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION NUMBER

If applicable, a valid U.S. Department of Labor Registration number must be supplied within five (5) days after date of award. Failure to provide such number is grounds for contract termination.

Application for numbers should be made on Form WH-510, Application for a Farm Labor Contractor Certificate of Registration, which should be available at your State Employment Service Offices or your nearest U.S. Department of Labor Office. Further information may be obtained from:

U.S. Department of Labor Telephone: (415) 975-4520
Wage and Hour Division
71 Stevenson Street, Suite 930
San Francisco, CA 94105
Registration Number: _____
(Migrant Seasonal Agricultural Workers Protection Act)

(End of provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1.0 GENERAL. This is a Request for Proposal (RFP). An award notice will be posted on the Contract Opportunities website located at www.sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

L.1.1 Electronic Response. **Electronic proposal will not be accepted through: www.fedconnect.net.** The proposal shall be electronically submitted via email to Joy R. Menguita at joy_menguita@ios.doi.gov and Matthew Duane at matthew_duane@ios.doi.gov by **July 17, 2026, 5:00 PM, PT.**

L.1.2 Requests for Information. Questions regarding this solicitation must be submitted in writing to via e-mail to joy_menguita@ios.doi.gov and matthew_duane@ios.doi.gov by **July 1, 2026, 5:00 PM, PT.**

L.2.0 PROPOSAL INSTRUCTIONS. The proposal shall be submitted in two parts consisting of a (1) non-price and (2) price section.

L.2.1 FORMAT AND CONTENT OF NON-PRICE SECTION. The non-price section shall be organized by evaluation factor and sequenced in the below order. The Respondent shall address the following factors in sufficient narrative and qualitative detail to be evaluated.

Factor 1: Relevant Experience

a. Offerors shall demonstrate their specialized experience by furnishing at least one (1) project of similar scope and magnitude to this requirement that were completed as a Prime Contractor within six (6) years of the solicitation closing date. Experience information shall include:

- Customer/contracting agency
- Contract number
- Contract title with location
- Identify whether experience was as a Prime or Subcontractor
- Award date.
- Initial award amount
- Award amount at contract completion
- Contract completion date
- Actual completion date
- Description of project
- Describe relevant experience and any unique conditions and/or challenges

b. Local Market Knowledge. Offerors shall demonstrate their specialized experience with similar work in project location or locations that have similar conditions to those found in the local area. The local area is defined as Clackamas County, Oregon. The Offeror, through these projects, must demonstrate knowledge of local weather, transportation complexities, subcontracts and local market conditions.

Factor 2: Price

Price will be evaluated for fair and reasonableness but not rated.

L.2.2 FORMAT AND CONTENT OF PRICE SECTION

L.2.2.1 Submit the completed Standard Form 1442 and all acknowledged amendments, if any.

L.2.2.2 Evaluation Factor, Price. The Respondent shall remit a completed price schedule (Section B).. The Respondent shall enter unit price and extended total for each item listed in Section B. The price shall

include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit, unless the cost is identified as a separately priced contract line item.

L.2.2.3 The Respondent shall complete and submit all applicable Representations, Certifications and Other Statements of Offerors. In accordance with FAR 4.1201, representations and certifications shall be submitted to the System for Award Management (www.sam.gov) and updated at least annually to ensure they are kept current, accurate, and complete.

The following provisions are incorporated by reference:

Provision	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION	MAR 2026-RFO Overhaul
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	APRIL 2026-RFO Overhaul

The following provisions are provided in full text:

52.216-1 – TYPE OF CONTRACT (APRIL 2026-RFO Overhaul)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of provision)

52.222-5 – CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

52.223-1, BIOBASED PRODUCT CERTIFICATION (APRIL 2026-RFO Overhaul)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at *https://www.biopreferred.gov/resources/categories.html* to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.225-10 – NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

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):

Federal Acquisition Regulation: https://www.acquisition.gov/far/
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): https://www.acquisition.gov/diar/

(End of provision)

52.252-5 – AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ *[insert regulation name]*(48 CFR Chapter_____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1.0 BASIS OF AWARD.

This solicitation will result in the award of a Firm Fixed Price Construction contract in accordance with the provisions herein this section. The Government intends to award, without discussions, to the responsible offeror submitting the proposal with the lowest evaluated price which meet or exceed the acceptable standards for technical factors (Lowest Price Technically Acceptable) pursuant to the procedures in FAR subpart 15.103-2, and whose proposal complies with the solicitation requirements and is determined to be the best value to the Government. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using the non-cost/price factors.

M.2.0 EVALUATION FACTORS FOR AWARD. There is one (1) non-price/cost evaluation factors along with price.

Evaluation Factor 1. Relevant Experience.

(a) At least one (1) project of similar scope and magnitude to this requirement that was completed as a Prime Contractor within six (6) years of the solicitation closing date.

(b) The Offeror/Respondent demonstrates reasonable specialized experience in the local area or comparable to be capable of successfully completing this requirement.

RATING	DEFINITION
Technically Acceptable	Meeting or exceeding the minimum acceptability standard.
Not Technically Acceptable	Not meeting the minimum acceptability standard.

Evaluation Factor 2. Price.

Price. Price will be evaluated for fair and reasonableness but not rated.

The following provisions are provided in full text:

1510-52.213-70 EVALUATION OF QUOTATIONS

Award will be made to the responsible firm whose quote is most advantageous to the Government, price and other factors considered. Other factors for this solicitation include past performance of the quoter. Past performance information may be based on the Government's knowledge of and previous experience with the quoter, or other reasonable basis.

(End of provision)

(End of Section M)

Statement of Work

Bureau of Land Management

Horning Seed Orchard – Colton, OR

Field Fencing

Description – The Horning Tree Seed Orchard utilizes several miles of wire fenceline to protect various stands of seed trees. Three sections of seven-foot (7') high woven wire fence will be replaced under this contract. The first section, along Sheckly and Unger Roads, is approximately 1,860 feet long and includes an eight-foot by sixteen foot (8' x 16') double panel gate. The second section is approximately 580 feet long and traverses through a dense canopy. The third section is approximately 930 feet

Quantity: approximately 3,370 ft (0.64 miles) – measured with horizontal distances.

Project Location: Horning Seed Orchard 27004 S. Sheckly rd. Colton, OR 97017.

Estimated Period of Performance: 45 days after issuance of Notice to Proceed (NTP)

1.0 INTRODUCTION:

Horning Seed Orchard produces improved conifer seed for reforestation. It is important to protect the trees that provide the seed from theft, animal browse, or other damage.

2.0 SITE DESCRIPTION

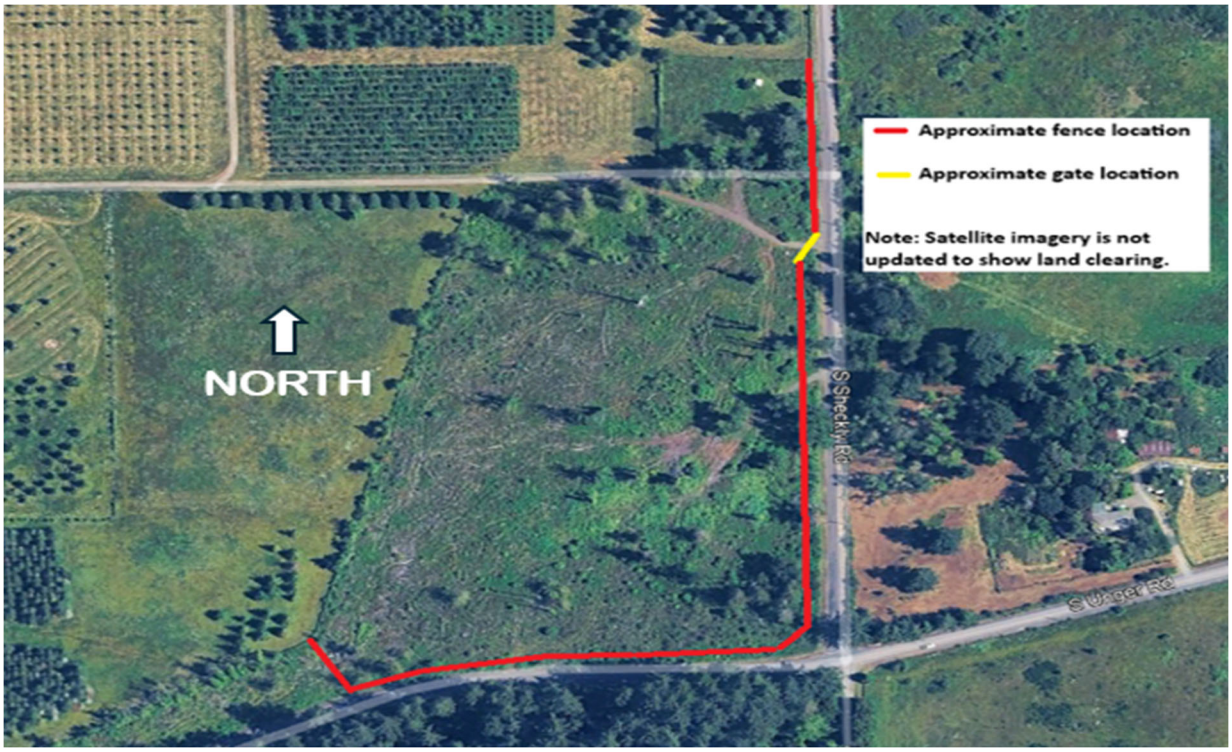
The first section (1,860 feet w/ gate) sits at an elevation of 900 feet, is generally flat, and was recently cleared and pile burned. As of January 2026, the site was bare mineral soil. The length of the section is easily accessible.

The second section (580 feet) is at approximately the same elevation, is in a forested setting, and includes a small ravine. The proposed fenceline, which follows remnants of an existing fence, will be cleared out by the BLM. The area is currently not drivable with a truck, but a UTV or small equipment can access it. There are roads at both ends on the fence for access as well.

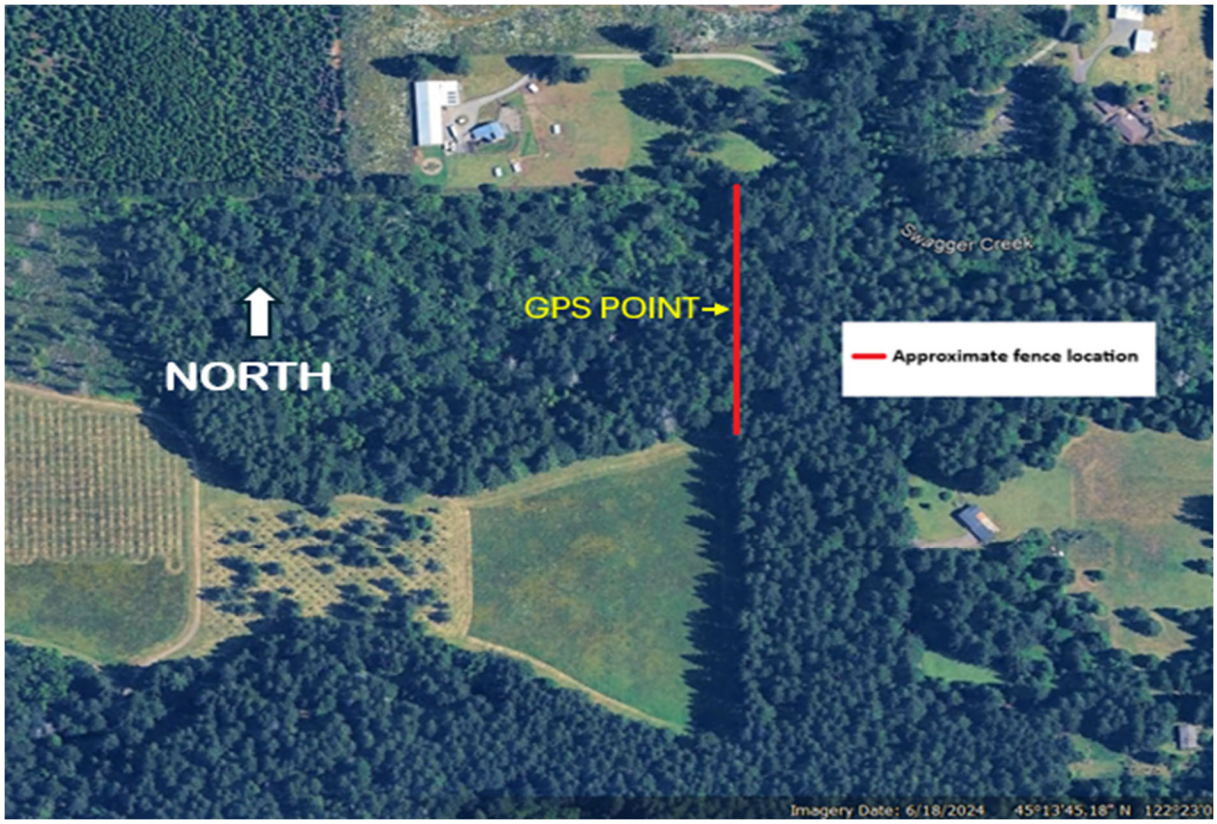
The third section (930 feet) is at nearly the same elevation, is in a area that was recently logged, and also includes a small ravine. This fenceline also follows the remnants of a existing fence and there is a trail that follows the line. The area is not drivable but a UTV or small equipment may access some of the areas.

3.0 LOCATION OF PROJECTS

Both projects are located in Clackamas County near Colton, Oregon. The GPS location of the first section is 45°12'21.3"N 122°23'38.9"W, which marks the intersection of Sheckly and Unger roads. The GPS location of the second section is 45°13'45.1"N 122°23'00.1"W, which is the point indicated on the Section 2 project map below. The GPS location of the third section is 45°12'59.9"N 122°23'00.4"W, which is the point indicated on the Section 3 project map below.



PROJECT MAP **SECTION ONE (1)**



PROJECT MAP **SECTION TWO (2)**

PROJECT MAP **SECTION THREE (3)**

4.0 DESCRIPTION OF WORK

The Contractor shall clearly mark, with stakes and flagging, the new fence location along each section, and all corners, stress panels and the gate. All marked areas shall be approved by the COR prior to fence installation.

The following are specifications for fencing components to be installed on all fence sections.

Fence Fabric. Minimum 7-foot high, 12-gauge square or rectangle woven wire. Installed flush with ground and tensioned to eliminate any sag between posts. Additional fence posts or other devices may be necessary to keep the fabric flush with the ground in certain areas. Fabric shall be attached using a minimum of four (4) 11 Gauge tie wires or pre-formed steel fence ties or clips.

Line (Intermediate) Posts. Minimum 10' length, studded, high strength steel, painted. Each post shall be driven 36 inches into the ground and be plumb in all viewing directions. Line posts shall be installed every 15 feet and when necessary to keep fabric flush to the ground.

Stress Panels (Anchor Posts). Consist of a center 4" diameter pipe post, and two 3" diameter pipe brace posts, connected horizontally and diagonally with 2" pipe bracing and two diagonal truss rods with turnbuckles. See photo "Stress Panel" below. Each post shall be driven 36" into the ground and be plumb. Posts can alternatively be concreted in a 10" diameter hole, 36" in depth. All bracing shall be connected to the posts using standard galvanized chain-link fence rail end caps, brace bands or brackets and hardware. Truss rods and turnbuckles shall be galvanized. Fence fabric shall be fastened to each post identical to a line post. Stress Panels shall be installed at least every 300 feet.

Corners. Identical to Stress Panels, with brace posts oriented in line with each change in direction. See Stress Panels and photo "Corner" for requirements.

Gate. Consists of two 6-inch (minimum) diameter pipe support posts, two welded 8-foot square full swing (180 degrees) panels, welded wire panel in-fill, heavy duty tamper-proof hinges (4), and two tension posts on each side (similar to a stress panel configuration).

- ***Support Posts*** shall be minimum 6" O.D., ¼" thick steel, minimum 11-foot length. Set in concrete a minimum of 3 feet, 8 feet exposed above ground, top caps, painted.
- ***Swing Panels*** shall be each 8' H x 8'W, two-inch (2") diameter welded pipe frames with horizontal center rails, with chain hanger plate on one side, painted.
- ***Welded Wire In-fill*** shall be welded to the Swing Panels, galvanized (painted after welded to panels), 4 or 6 gauge, 4x4 mesh.
- ***Hinges*** shall be heavy duty and adjustable. Two minimum per panel. Provide vandal-proof attachment fasteners to avoid panel theft.

- ***Tension Posts*** shall be 4” diameter pipe, 10-feet long, set 3-feet deep, driven or set in concrete.
- ***Bracing*** consists of 2” diameter horizontal and diagonal pipes, end caps, and truss rods with turnbuckles.

5.0 ACCESS TO PROJECT AREA

Access to both project sites is gained from Sheckly Road. BLM staff will control access and may issue a gate key if necessary.

6.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described in the SOW.

Crew Requirements

A. The Contractor shall always maintain an adequate work force to ensure timely completion of the work.

B. At the pre-work conference, the Contractor shall designate one English-speaking supervisor, who is knowledgeable and experienced in the required work. Any changes in supervisory designations must be submitted in writing to the Contract Officer Representative (COR) at least 24 hours prior to the change taking effect.

C. The person designated by the Contractor as supervisor must perform in that capacity. The supervisor must, therefore, effectively direct the crew by making periodic inspections of the crews' work and advising them of any discrepancies found in the work that deviate from the specifications and by providing instructions for correcting any improper work. Any group of people without such an individual will not be considered a crew.

D. The designated supervisor shall be present at the work site each workday. If the supervisor is not present, the crew will not be permitted to work.

E. The supervisor shall know the requirements of the contract including technical requirements and unit locations. The COR or any Government representative will not act as a supervisor to the crew.

Materials

A. The contractor shall supply all material specified in the Description of Work, and appurtenances necessary to complete the project.

Equipment

A. The contractor is responsible for supplying all equipment to complete the fencing requirements. Equipment may be stored on site. The government is not liable for any damage or theft that may occur to equipment during operations or storage.

7.0 SECURITY OF MATERIALS

The Contractor may leave its equipment and supplies at the work site. The Contractor shall be responsible for any equipment and supplies if it should be lost, stolen or damaged. Any refuse, garbage, or debris are to be properly discarded by the Contractor.

8.0 WORK PLAN

The Government may request a work plan to be submitted with the price proposal. The Government shall furnish the Contractor with a written request that shall include all documentation necessary for the Contractor to prepare a work plan for the individual requirement. Work plan requests, if needed, shall be specific to the requirement. The work plan is the Contractor's overall estimate for the completion of the requirement and shall include the following:

8.1 Date of commencement of work and any necessary revision to the Government's requested schedule of performance.

8.2 In the event certain items and/or services are required and are not contained or priced in the contract schedule, the Contractor shall immediately contact the BLM Contracting Officer (CO) for appropriate guidance.

9.0 QUALITY CONTROL PLAN/INSPECTION

The contractor shall establish and maintain a complete Quality Control Plan acceptable to the Government to ensure the requirements of the contract are provided as specified. The government shall inspect and approve the fence line flagging/staking prior to fence installation. The Government shall inspect completed fence as a basis for acceptance and payments, and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with requirements of contract specifications.

Unsatisfactory Work

If the work quality is deemed unsatisfactory, the COR shall immediately notify the CO and the Contractor in writing. The CO, COR, and Contractor shall meet and discuss the unsatisfactory work and how to resolve any issues to bring the work back to an acceptable level.

Performance Time

If work is performed that is contrary to the requirements in the Contract, the Government is not liable for costs incurred by the Contractor during negligent performance that is without the fault or negligence of the Government.

10.0 WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours. Regular working hours are limited to between one-half hour before sunrise to one-half hour after sunset each day, Monday through Friday, excluding Government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and Government holidays, a request must be submitted to the Contracting Officer Representative in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.

11.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

The Historic and Archeological Data Preservation Act of 1974 provides for the preservation of historical and archeological data that might otherwise be lost as the result of alterations to the terrain caused by a federal or federally licensed activity or programs.

If, in connection with operations under this contract, the Contractor or employees discovers, encounters, or becomes aware of any possible historical or archeological data, objects or sites of cultural value on the project area, such as historical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR and shall notify the Contracting Officer in writing, giving the location and nature of the findings. No objects of cultural resource value may be removed.

Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the Changes clause.

The Contractor shall be responsible for protecting the cultural resources within the affected area from damage. In addition, the contractor shall be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The Contractor shall immediately notify the Contracting Officer or his/her representative if any damage occurs to any cultural resource and immediately suspend work in the area in which damage has occurred until authorized to proceed. Actions taken under this paragraph shall be subject to the FAR 52.242-15 Stop-Work Order.

12.0 MEASUREMENT AND PAYMENT

The work described in this section will be measured and paid for under each pay item listed in Section B, the bid schedule. The bid items shall include full compensation for all work described in this contract and includes furnishing all labor, equipment, and materials required to complete the project to the satisfaction of the Government. Payment shall be made in full only after the

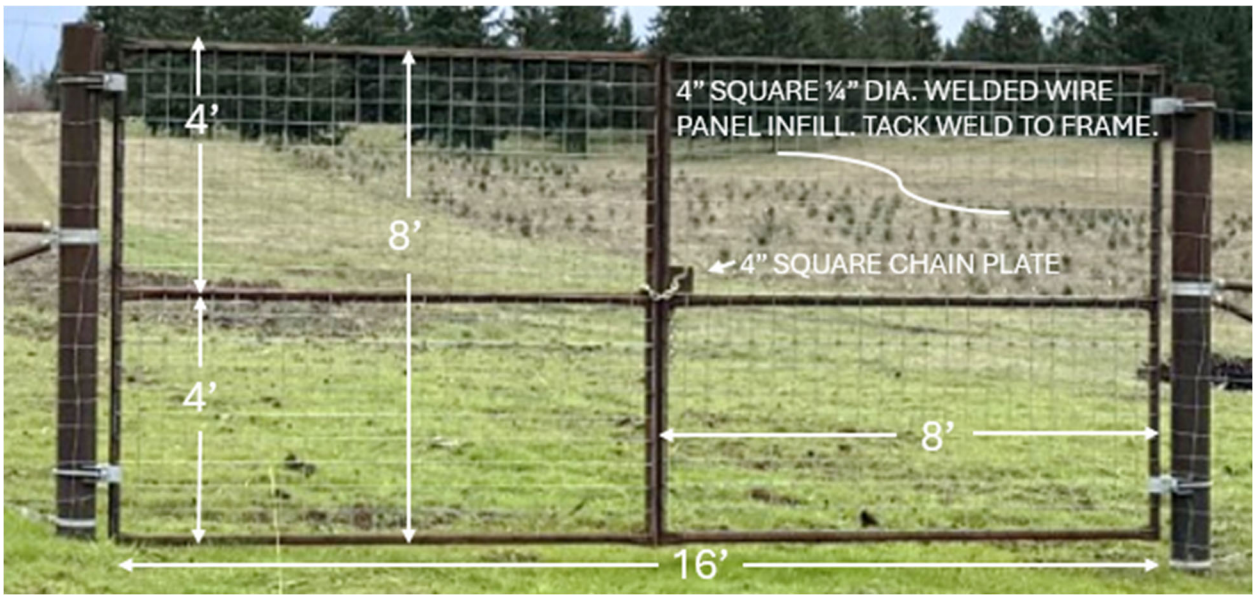
COR has completed the final inspection and no punch list items remain. When satisfied with the final product, the COR shall immediately notify the CO that the work is acceptable, and the project is complete.

13.0 EXAMPLE PHOTOS

EXAMPLE OF A **STRESS PANEL**

EXAMPLE OF A **CORNER**

EXAMPLE OF A **DOUBLE GATE with TENSION POSTS**



EXAMPLE OF A **DOUBLE GATE**

"General Decision Number: OR20260053 05/18/2026

State: Oregon

Construction Types: Heavy

Counties: Oregon Counties of
Clackamas

Excludes Dredging

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

BROR0001-033 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 49.60	25.15

CARP0096-006 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 59.35	22.38

CARP0503-017 06/01/2025

	Rates	Fringes
PILEDRIVERMAN	$ 53.94	16.81
CARPENTER (INCLUDING FORM WORK)	$ 53.94	16.81

ELEC0048-018 01/01/2025

	Rates	Fringes
ELECTRICIAN	$ 63.50	29.73

ELEC0048-026 01/01/2025

	Rates	Fringes
ELECTRICIAN (LOW VOLTAGE WIRING INSTALLER FOR FIRE ALARM, NURSE CALL, BURGLAR ALARM, SECURITY AND VOICE EVACUATION SYSTEMS AND OTHER SYSTEMS THAT ARE PART OF A FIRE OR LIFE SAFETY SYSTEM.)	$ 52.12	24.37
ELECTRICIAN (LOW VOLTAGE WIRING INSTALLER FOR ALL OTHER WORK)	$ 42.68	23.14

ENGI0701-029 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 6 LOADERS: (LESS THAN 1 CU YD.); OILER; BOBCAT/SKID LOADER; GRADE CHECKER; CRANE OILER; FORKLIFT; ASPHALT SPREADER; BROOM OPERATOR; FORKLIFT; ROLLER (NON-ASPHALT)		

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY

HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE
ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR
PROJECTS LOCATED MORE THAN 50 MILES FROM THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 45.81 16.90
POWER EQUIPMENT OPERATOR GROUP 5 TRACKHOE/BACKHOE
HYDRAULIC: TRACK TYPE UP TO AND INCLUDING 20,000
LBS, WHEEL TYPE (FORD, JOHN DEER, CASE TYPE); BOOM
TRUCK OPERATOR; DRILLING: CHURM DRILL AND EARTH
BORING MACHINE OPERATOR; DIRECTIONAL DRILL OPERATOR
LESS THAN 20,000 LBS PULLBACK; CONCRETE PUMPER;
CONCRETE PAVER: COMPACTOR; LOADERS, RUBBER TIRED
TYPE , LESS THAN 25,00 LBS; FORKLIFT OVER 5 TON,
BULLDOZER 20,000 LBS OR 100 HORSES OR LESS; MIXER
OPERATOR; ROLLER ZONE DIFFERENTIAL (ADD TO ZONE 1
RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE
FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND
COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON
WITH MODIFICATIONS AS INDICATED: ALL JOBS OR
PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION
COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD
NATIONAL FOREST AND WEST OF MILE POST 30 ON
INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE
HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22
AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY,
WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS
OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY,
WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN
THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE
I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR
PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED
BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE
PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR
ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS
LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY
HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE,
SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.
FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS
BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD;
ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30
MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE
MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL
CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED
MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.
ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES
FROM THE RESPECTIVE CITY HALL OF THE ABOVE
MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL
CLASSIFICATIONS.....$ 49.03 16.90
POWER EQUIPMENT OPERATOR GROUP 4 CRANE: HYDRAULIC
CRANE OPERATOR, UNDER 50 TONS; LATTICE BOOM CRANE
OPERATOR: LATTICE BOOM CRANE OPERATOR, UNDER 50
TONS; TRACKHOE/BACKHOE-ROBOTIC: TRACK AND WHEEL
TYPE, UP TO AND INCLUDING 20,0000 LBS. WITH ANY OR
ALL ATTACHMENTS; BLADE: BLADE OPERATOR; TRACTOR
OPERATOR WITH BOOM ATTACHMENT; DRILLING: CHURM
DRILL AND EARTH BORING MACHINE OPERATOR;
DIRECTIONAL DRILL OPERATOR OVER 20,000 LBS
PULLBACK; CRANE: CHICAGO BOOM AND SIMILAR TYPES;
BOOM TYPE LIFTING DEVICE, 5 TON CAPACITY OR LESS;
ASPHALT PAVER; RUBBER-TIRED SCRAPER, SINGLE ENGINE,
SINGLE SCRAPER; COMPACTOR-SELF PROPELLED; LOADERS
25,000 LBS AND LESS THAN 60,000 LBS; BULLDOZER OVER
20,000 LBS AND MORE THAN 100 HORSE UP TO 70,000
LBS; MECHANIC;CRANE: DERRICK BARGE OPERATOR LESS
THAN 30 TON; PILEDRIVER; EXCAVATOR OVER 20,000 LBS
THROUGH 80,000 LBS; SCREED ZONE DIFFERENTIAL (ADD
TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00
FOR THE FOLLOWING METROPOLITAN COUNTIES:
MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL;
AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON
WITH MODIFICATIONS AS INDICATED: ALL JOBS OR
PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION
COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD
NATIONAL FOREST AND WEST OF MILE POST 30 ON
INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE
HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22
AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY,
WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS
OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY,
WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN
THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE
I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR
PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED
BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE
PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR
ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS
LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY
HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE,
SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....$ 50.27 16.90

POWER EQUIPMENT OPERATOR GROUP 3 HYDRAULIC CRANE: HYDRAULIC CRANE OPERATOR, 50 TONS THROUGH 89 TONS (WITHOUT LUFFING OR TOWER ATTACHMENT); LATTICE BOOM CRANES: LATTICE BOOM CRANE-50 THROUGH 89 TONS (AND LESS THAN 150 FEET BOOM); RUBBER TIRED SCRAPER: WITH TANDOM SCRAPERS; SELF LOADING, PADDLE WHEEL, AUGER TYPE, FINISH AND/OR 2 OR MORE UNITS; LOADER 60,000 LBS AND LESS THAN 120,000 LBS; BULLDOZER OVER 70,000 LBS UP TO AND INCLUDING 120,000 LBS; EXCAVATOR OVER 80,000 LBS THROUGH 130,000 LBS ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL
CLASSIFICATIONS.....$ 53.60 16.90

POWER EQUIPMENT OPERATOR GROUP 2 CRANE: CABLEWAY OPERATOR, 25 TONS AND OVER; HYDRAULIC CRANE: HYDRAULIC CRANE OPERATOR 90 TONS THROUGH 199 TONS (WITHOUT LUFFING OR TOWER ATTACHMENT); TOWER/WHIRLEY OPERATOR: TOWER CRANE OPERATOR; WHIRLEY OPERATOR, UNDER 90 TONS; LATTICE BOOM CRANE: 90 THROUGH 199 TONS AND/OR 150 TO 200 FEET BOOM; HYDRAULIC CRANE: HYDRAULIC CRANE OPERATOR, 50 TONS THROUGH 89 TONS (WITH LUFFING OR TOWER ATTACHMENT); RUBBER TIRED SCRAPER WITH TANDOM SCRAPERS, MULTI-ENGINETRENCHING MACHINE-WHEEL OPERATOR; LOADER 120,000 LBS AND ABOVE; BLADE: AUTO GRADER; BLADE OPERATOR-ROBOTIC; BULLDOZER OVER 120,000 LBS AND ABOVE; CRANE: DERRICK BARGE OPERATOR 30 TON BUT LESS THAN 150 TON; EXCAVATOR OVER 130,000 LBS AND ABOVE ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR

PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....$ 54.75 16.90

POWER EQUIPMENT OPERATOR GROUP 1B LATTICE BOOM CRANE: OPERATOR, 300 TONS THROUGH 399 TONS WITH OVER 200 FEET BOOM; OPERATOR 400 TONS AND OVER ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 60.98 16.90

POWER EQUIPMENT OPERATOR GROUP 1A HYDRAULIC CRANE: HYDRAULIC OPERATOR, 200 TONS AND OVER (WITH LUFFING OR TOWER ATTACHMENT); LATTICE BOOM CRANE: OPERATOR, 200 TONS THROUGH 299 TONS, WITH OVER 200 FEET BOOM; ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..$ 58.82 16.90
POWER EQUIPMENT OPERATOR GROUP 1 CRANE: HELICOPTER OPERATOR, WHEN USED IN ERECTING WORK; WHIRLEY OPERATOR, 90 TON AND OVER; LATTICE BOOM CRANE: OPERATOR 200 TONS THROUGH 299 TONS, AND/OR OVER 200 FEET BOOM; HYDRAULIC CRANE: HYDRAULIC CRANE OPERATOR 90 TONS THROUGH 199 TONS WITH LUFFING OR TOWER ATTACHMENTS; ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - $3.00 ZONE 3 - $6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....$ 56.66 16.90

IRON0029-011 07/07/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING, AND STRUCTURAL).....	$ 48.31	34.52

LABO0737-005 06/01/2024

	Rates	Fringes
LABORERS: (MASON TENDER-CEMENT/CONCRETE).....	$ 43.79	17.05

LABO0737-024 06/01/2024

	Rates	Fringes
LABORERS: GROUP 3 TRAFFIC CONTROL-CONE SETTER.....	$ 34.39	17.30
LABORERS: GROUP 2 GRADE CHECKER; VIBRATING PLATE....	$ 40.41	17.30
LABORERS: GROUP 1 BLASTER, DEMOLITION; CHAIN SAW....	$ 39.11	17.30

PAIN0010-005 07/01/2025

	Rates	Fringes
PAINTER (HIGHWAY & PARKING LOT STRIPER).....	$ 41.19	17.09

PAIN0010-006 07/01/2025

	Rates	Fringes
PAINTERS: (BRUSH, ROLLER AND SPRAY).....	$ 39.94	16.68

PLAS0555-006 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	$ 46.13	20.31

PLUM0290-012 04/01/2025

	Rates	Fringes
PIPEFITTER.....	$ 60.77	34.72

SUOR2009-051 11/23/2009

	Rates	Fringes

TRUCK DRIVER: LOWBOY TRUCK	$ 17.07	5.50
TRUCK DRIVER: DUMP TRUCK	$ 19.58	6.47
OPERATOR: TRACTOR	$ 20.00	0.73
OPERATOR: ROTOMILL	$ 28.25	9.70
OPERATOR: COMPACTOR	$ 28.99	5.02
LABORER: WATER, SEWER, UNDERGROUND	$ 17.00	1.75
LABORER: PIPELAYER	$ 23.93	7.46
LABORER: MASON TENDER - BRICK	$ 28.14	4.53
LABORER: LANDSCAPE	$ 19.01	7.45
LABORER: FORM-STRIPPING	$ 19.27	6.32
LABORER: FLAGGER	$ 20.70	5.48
LABORER: COMMON OR GENERAL	$ 22.34	7.86
LABORER: ASPHALT SPREADER	$ 22.18	9.39

TEAM0037-010 06/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 4 WATER TRUCK OVER 10,000 TO 15,000 GALLONS	$ 36.08	18.30
TRUCK DRIVER GROUP 3 WATER TRUCK OVER 5,000 TO 10,000 GALLONS	$ 35.74	18.30
TRUCK DRIVER GROUP 2 VACTOR TRUCK; WATER TRUCK OVER 3,000 TO 5,000 GALLONS	$ 35.57	18.30
TRUCK DRIVER GROUP 1 FLATBED TRUCK; OFF THE ROAD TRUCK; WATER TRUCK UP TO 3,000 GALLONS	$ 35.41	18.30

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).

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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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