

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1240LT27Q0003	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 10/07/2026	PAGE OF PAGES 1 0	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1166690	6. PROJECT NO.
7. ISSUED BY USDA FS CARIBOU-TARGHEE NATIONAL FOREST 1405 HOLLIPARK DRIVE IDAHO FALLS ID 83401	CODE 02NM	8. ADDRESS OFFER TO James Edington PPS.proposals@usda.gov	
9. FOR INFORMATION CALL	a. NAME JAMES EDINGTON	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 307-631-0640	

SOLICITATION

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

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

GAOA MESA FALLS VC ROOF REPAIRS IN CARIBOU-TARGHEE NATIONAL FOREST, IDAHO

THIS RFQ WILL RESULT IN ONE PURCHASE ORDER BEING ISSUED

WORK WILL BE PERFORMED IAW THIS SOLICITATION, SPECIFICATIONS AND DRAWINGS

THIS IS A 100% SMALL BUSINESS SETASIDE UNDER NAICS 238160

BID GUARANTEE, PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS PROJECT

THE MAGNITUDE OF THIS REQUIREMENT IS BETWEEN \$250,000 AND \$500,000

DAVIS BACON WAGES APPLY - WAGE DETERMINATION ATTACHED

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☒ YES ☐ NO (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1500</u> (hour) local time <u>12/01/2026</u> (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 <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

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

15. TELEPHONE NO. (Include area code)

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

CODE

FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY

CODE

02NM

27. PAYMENT WILL BE MADE BY

USDA FS
CARIBOU-TARGHEE NATIONAL FOREST
1405 HOLLIPARK DRIVE
IDAHO FALLS ID 83401

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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)

BLAINE M. GREENWALT

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1240LT27Q0003

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Base Bid Items				
0002	Optional Bid Items (Option Line Item)				

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GAOA Mesa Falls VC Roof Repairs in Caribou-Targhee National Forest, Idaho

Description

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

Solicitation number 1240LT27Q0003 is issued as a Request for Quotation (RFQ) for Mesa Falls VC Roof Repairs in Caribou-Targhee National Forest.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 238160. The small business size standard is \$19 million. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

Statement of Requirement

See Attachment 2 SOW

Schedule of Items

See Attachment 1 SOI

Technical Data -

Technical data and supporting documentation associated with this solicitation are available through the following sources:

The following documents are included as attachments to this solicitation and can be accessed via the "Attachments/Links" section of the posting. The following attachments are a part of this solicitation and any resulting contract.

- Attachment 1-SOI
- Attachment 2-SOW
- Attachment 3-Drawings
- Attachment 4- General Decision ID20260100 05182026
- Attachment 5- Site Visit Plan
- Attachment 6-RFI Form

Project Location

See Attachment 1 SOW

Definitization of Equitable Adjustments for Change Orders

Pursuant to FAR 36.101-4(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at [Contracting with USDA](#) under "Federal Acquisition Regulation 36.101-4". USDA's procedures that apply to the definitization of equitable adjustments for change orders under construction contracts may be found in AGAR 443.304 -70.

GAOA Mesa Falls VC Roof Repairs in Caribou-Targhee National Forest, Idaho**Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions**

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

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

52.252-2 Clauses Incorporated by Reference**Feb 1998**

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

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

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

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

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):

- ☐ FAR 52.243-4, Changes (Nov 2025)
- ☒ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)
- 52.202-1 Definitions (JUN 2020)
- 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
- 52.233-3 Protest After Award (Sep 2025)
- 52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
- 52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

GAOA Mesa Falls VC Roof Repairs in Caribou-Targhee National Forest, Idaho

52.253-1 Computer Generated Forms (NOV 2025)

The following clauses are applicable if checked:

- ☐ 52.203-3 Gratuities (APR 1984)
- ☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
- ☒ 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
- ☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
- ☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
- ☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
- ☐ 52.204-91 Contractor identification (Nov 2025)
- ☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
- ☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
- ☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
- ☐ Alternate I (Mar 2020).
- ☐ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
- ☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
- ☐ Alternate III (Nov 2025) of 52.219-9.
- ☐ Alternate IV (Nov 2025) of 52.219-9
- ☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
- ☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
- ☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation (Mar 2026)
- ☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
- ☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
- ☐ Alternate I (Jul 2014) of 52.222-35
- ☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
- ☒ Alternate I (Jul 2014) of 52.222-36
- ☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
- ☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- ☐ 52.222-41 Service Contract Labor Standards (Aug 2018)
- ☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

This Statement is for Information Only:

It is not a Wage Determination

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

- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
- ☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
- ☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
- ☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
- ☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- ☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
- ☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
- ☐ 52.223-3 Hazardous Material Identification and Safety Data (NOV 2025) Alt I (NOV 2025)
- ☐ 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
 - ☐ Alternate I (May 2008) of 52.223-9
- ☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
- ☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
- ☒ 52.223-23 Sustainable Products and Services (Nov 2025)
- ☐ 52.224-3 Privacy Training (Jan 2017)
 - ☐ Alternate I (Jan 2017) of 52.224-3
- ☐ 52.225-1 Buy American-Supplies (Nov 2025)
 - ☐ Alternate I (Oct 2022) of 52.225-1
- ☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
 - ☐ Alternate II (Nov 2025) of 52.225-3.
 - ☐ Alternate III (Nov 2025) of 52.225-3.
 - ☐ Alternate IV (Oct 2022) of 52.225-3
- ☐ 52.225-5 Trade Agreements (Nov 2023)
- ☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
- ☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)

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- ☐ 52.227-1 Authorization and Consent (JUN 2020)
- ☐ 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
- ☐ 52.229-3 Federal, State, and Local Taxes (JUL 2025)
- ☐ 52.229-12 Tax on Certain Foreign Procurements
- ☒ 52.232-17 Interest (May 2014)
- ☒ 52.232-23 Assignment of Claims (MAY 2014)
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
- ☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
- ☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
- ☐ 52.232-36 Payment by Third Party (Nov 2025)
- ☒ 52.233-1 Disputes (SEP 2025) Alt I (SEP 2025)
- ☐ 52.240-92 Security Requirements (Nov 2025)
 - ☐ Alternate II (Nov 2025) of 52.240-92
- ☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
- ☐ 52.242-13 Bankruptcy (July 1995)
- ☒ 52.246-21 Warranty of Construction (Mar 1994)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
 - ☐ Alternate I (Apr 2023) of 52.247-64.
 - ☐ Alternate II (Nov 2021) of 52.247-64

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

- 52.222-6 Construction Wage Rate Requirements (Nov 2025)
- 52.222-7 Withholding of Funds (Nov 2025)
- 52.222-8 Payrolls and Basic Records (Nov 2025)
- 52.222-9 Apprentices and Trainees (Nov 2025)
- 52.222-10 Compliance with Copeland Act Requirements (Nov 2025)
- 52.222-11 Subcontracts (Labor Standards) (Nov 2025)
- 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 (Nov 2025)
- 52.222-15 Certificate of Eligibility (May 2014)
- 52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
- 52.236-5 Material and Workmanship (Jul 2025)

The following clauses are applicable when checked:

- ☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018))

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- ☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
- ☐ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
- ☒ 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (NOV 2025)
- ☐ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
 - ☐ Alternate I (Nov 2025) (of 52.225-11)
 - ☐ Alternate II (Oct 2022) of 52.225-11
- ☐ 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- ☒ 52.228-2 Additional Bond Security (Oct 1997)
- ☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
- ☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
- ☐ 52.228-13 Alternative Payment Protections (Jul 2020)
- ☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
- ☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
- ☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
- ☐ 52.233-1 Disputes (Sep 2025)
- ☒ 52.236-2 Differing Site Conditions (Jul 2025)
- ☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
- ☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
- ☒ 52.236-7 Permits and Responsibilities (Jul 2025)
- ☒ 52.236-8 Other Contracts (Jul 2025)
- ☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
- ☒ 52.236-10 Operations and Storage Areas (Jul 2025)
- ☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
- ☒ 52.236-12 Cleaning Up (Jul 2025)
- ☒ 52.236-13 Accident Prevention (Jul 2025)
 - ☐ Alternate I (Nov 1991) of 52.236-13
- ☒ 52.236-14 Availability and Use of Utility Services (Jul 2025)
- ☐ 52.236-15 Schedules for Construction Contracts (Jul 2025)
- ☐ 52.236-16 Quantity Surveys (Jul 2025)
 - ☐ Alternate I (Apr 1984) of 52.236-16
- ☒ 52.236-17 Layout of Work (Jul 2025)
- ☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
 - ☐ Alternate I (Apr 1984) of 52.236-21
 - ☐ Alternate II (Apr 1984) of 52.236-21
- ☒ 52.242-14 Suspension of Work (Apr 1984)
- ☒ 52.246-12 Inspection of Construction (AUG 1996)
- ☒ 52.246-21 Warranty of Construction (MAR 1994)
- ☐ 52.248-3 Value Engineering (Oct 2025)

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☐ Alternate I (Apr 1984) of 52.248-3

Full Text Clauses**52.217-7 Option for Increased Quantity-Separately Priced Line Item (Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **90 Calendar days from the Notice to Proceed date**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

FAR 52.225-9 Buy American Act-Construction Materials (Nov 2025)

(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

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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

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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: **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

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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.

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(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)*
Item 1:			
Foreign construction material.			
Domestic construction material.			
Item 2:			
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)

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FAR 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 Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

AGAR Clauses

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of the clause may be accessed electronically at Internet address <https://www.usda.gov/guidance-documents/acquisition-policy/ocp/usda-agar30-sept-26pdf>

AGAR 452.203-70 Unenforceable Supplier Terms (Sep 2026)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

AGAR 452.204–70 Modification for Contract Closeout (Apr 2026)

AGAR 452.211-73 Variation in Estimated Quantity (Sep 2025)

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

AGAR 452.232-72 Electronic submission of payment requests (Sep 2026)

Solicitation Information

Award Type

It is anticipated that a Firm Fixed Price contract will be awarded as a result of this synopsis/solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Period of Performance

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed and the entire work ready for use not later than 90 calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

Organized Site Visit

See attachment 5

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Requests For Information (RFI's)

Requests For Information (RFI's) are required to be submitted on Attachment 6 and are due to the Contracting Specialist, email, PPS.proposals@usda.gov, no later than November 17, 2026, 3:00 PM Mountain Time. This is a shared email box so you must put "1240LT27Q0003 1166690 GAOA Mesa Falls VC Roof Repairs in Caribou-Targhee National Forest, Idaho" in the subject line of your email. No questions will be accepted after this date and time. Ensure that no proprietary or sensitive company information is included in any submitted questions, as all questions and answers will be shared with potential offerors.

Quote Due Date

All quotes shall be emailed to the Contracting Specialist email, PPS.proposals@usda.gov, no later than December 1, 2026, 3:00 PM Mountain Time. This is a shared email box so you must put "1240LT27Q0003 1166690 GAOA Mesa Falls VC Roof Repairs in Caribou-Targhee National Forest, Idaho" in the subject line of your email.

Evaluation and Basis for Award

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below.

Non-Price Factor 1-Technical Approach:

The technical approach will evaluate the ability of the offeror to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

Detailed explanation of your capability to accomplish this work. The offeror must address how they will accomplish all requirements outlined in the solicitation.

Description of the work you plan to subcontract. Include any subcontractors and their experience and capabilities.

Planned sequencing of all work including the major tasks and timelines.

The resources (personnel and equipment) planned for use on the project and their availability.

Technical Approach will be evaluated using the following rating system:

2. Acceptable: Submittal in response to the Technical Evaluation Factor meets or exceeds the requirements of the solicitation.
3. Unacceptable: Submittal in response to the Technical Evaluation Factor does not meet the requirements of the solicitation.

Non-Price Factor 2-Past Performance:

Furnish a list of three (3) projects of similar magnitude completed by the firm within the last three (3) years. The list should include work similar in nature and complexity to that required by this

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solicitation. Include contracts with the Federal Government, agencies of state, local governments, and commercial customers. For each project cited, provide the following:

- Name and location of the project;
- Project Point of Contact's name, phone number, email address; Total cost of the project;
- A brief narrative of the project (include size, i.e. acres, square feet; date of start, and completion or anticipated completion date).

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance.

Past Performance will be evaluated using the following rating system:

- **Acceptable:** The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.
- **Neutral:** Offeror does not have a past performance record.
- **Unacceptable:** The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Price:

The offeror shall provide pricing as requested in the Schedule of Items on solicitation attachment labeled Attachment 1 of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. In the event of an error in extending the bid prices, unit prices will govern, unless otherwise determined by the Contracting Officer, in accordance with applicable regulations. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Evaluation Method:

The Government will evaluate quotations based on the lowest price technically acceptable criteria. Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest price, technically acceptable offer with acceptable or neutral past performance is identified.

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

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the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

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

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.

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

Offeror must have an active entity registration at <https://www.sam.gov/> to submit a quote.

Quote Submission Requirements

All submissions shall include:

- 1. Completed, Signed Offer SF1442 (Section A.):** Complete blocks 14, 15, 16, 17, 20a, b, and c on the SF1442. If amendments are issued complete blocks 19, 20a, 20b & 20c on the SF1442 or acknowledge amendments separately. Signed by authorized person to bind firm.
- 2. Price Proposal Schedule of Items:** Complete and fill-in Offeror Name, UEI #, Date, POC Name, POC Email.
- 3. Technical Proposal:** Technical approach and past performance.
- 4. Bid Guarantees – See FAR 52.228-1:** Scanned copy of fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).

The four (4) documents detailed within shall be submitted as **separate Adobe PDF document. The SOI can be Excel or PDF.** It is the quoter's responsibility to ensure delivery of all required documents by the date and time set for receipt of offers.

Contact the Contracting Specialist by e-mail if you do not understand any part of these instructions.

FAR Provisions

- | | |
|-----------|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017) |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025) |
| 52.209-5 | Certification Regarding Responsibility Matters (Aug 2020) |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025) |

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52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

- ☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
 - ☐ Alternate I (Nov 2025) to 52.204-7
- ☐ 52.204-90 Offeror Identification (Nov 2025)
- ☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
- ☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
- ☒ 52.217-5 Evaluation of Options (Nov 2025)
- ☐ 52.219-2 Equal Low Bids (Nov 2025)
- ☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
- ☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- ☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment—Certification (Nov 2025)
- ☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services—Certification (Nov 2025)
- ☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
- ☒ 52.223-1 Biobased Product Certification
- ☐ 52.223-4 Recovered Material Certification (May 2008)
- ☐ 52.225-2 Buy American Certificate (Oct 2022)
- ☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
- ☐ 52.225-6 Trade Agreements—Certificate (Feb 2021)
- ☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
 - ☐ Alternate I (May 2014) of 52.225-10
- ☐ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
 - ☐ Alternate I (May 2014) of 52.225-12
 - ☐ Alternate II (Nov 2023) of 52.225-12
- ☐ 52.225-18 Place of Manufacture (Aug 2018)
- ☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
- ☒ 52.233-2 Service of Protest (Sep 2025)

Full text provisions, including Representations and Certifications

FAR 52.228-1 Bid Guarantee (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

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(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20 percent** of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

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

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

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the USDA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

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

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

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

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

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

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

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