SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140L1226Q0019 0001	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/13/2026	PAGE 1	OF PAGES 16

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

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

7. ISSUED BY CODE LCA

BLM CA-STATE OFC BUS SVC BR (CA944)
2800 COTTAGE WAY, SUITE W-1834
SACRAMENTO CA 95825

8. ADDRESS OFFER TO

Branden Bayze, Branden.Bayze@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Branden Bayze	bbayze@blm.gov

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

B08 Attachment 1 SOWrv2_Headwaters_Trail_Repaving_REVISIONS_IN_RED

B08 Attachment 2 Quote Schedule, Price and Estimated Quantities REVISED 7 30 2026

B03 Attachment 3 Wage Determination CA20260004 Mod 3

11. The contractor shall begin performance within 7 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** SOW ***).***

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 1 copies to perform the work required are due at the place specified in Item 8 by 1800 ***(hour)*** local time 08/14/2026 (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 LCA

BLM CA-STATE OFC BUS SVC BR (CA944)
2800 COTTAGE WAY, SUITE W-1834
SACRAMENTO CA 95825

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* 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)*

Branden Bayze

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)
	All responses must follow the terms, conditions, clauses, and attachments outlined in the solicitation. Period of Performance: 08/10/2026 to 10/09/2026				

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SECTION 1 - STANDARD FORM 1442

See above Standard Form (SF) 1442 (Pages 1-3)

Request for Quotation (RFQ)

INFORMATION TO PROSPECTIVE OFFERORS

The Bureau of Land Management (BLM), Northern California District requires pavement rehabilitation of the Elk River Trail within the Headwaters Forest Reserve in Humboldt County, CA in accordance with the attached Request for Quotation (RFQ) **140L1226Q0019** and attachments.

This is a Combined Synopsis/Solicitation for commercial items prepared in accordance with the format in FAR Subpart 12 - Acquisition of Commercial Products and Commercial Services, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; as overhauled and supplemented with additional information included in this notice. Firm, fixed-price quotes are requested under Request for Quotation (RFQ) Solicitation number **140L1226Q0019**.

This document incorporates provisions and clauses which are in effect through Federal Acquisition Regulations 2026-01. This solicitation is set-aside for small business under North American Industry Classification System (NAICS) code 237310 for Highway, Street, and Bridge Construction. The Small Business Annual Receipts for the preceding three (3) fiscal years does not exceed $45.0 Million.

This RFQ encompasses both Revolutionary FAR Overhaul (RFO, FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV) and Federal Acquisition Regulations (FAR, FAR | Acquisition.GOV). The purpose of the RFO is to amend the FAR to ensure that it contains only provisions that are required by statute or that are otherwise necessary to support simplicity and usability, strengthen the efficacy of the procurement system, or protect economic or national security interests (E.O. 14275).

- **Question Due Date:** Questions will be only accepted via e-mail by 07/24/2026, 6:00 PM P.T.
- **Quotations Due Date:** Quotes will be only accepted via e-mail at Branden_Bayze@ios.doi.gov no later than close of business 07/31/2026, 6:00 PM P.T.

Offerors must be registered and active in the System for Award Management (SAM) database found at https://www.sam.gov.

In accordance with Solicitation Section 4 - Solicitation Provisions see RFO FAR 52.212-2 Evaluation - Commercial Services for evaluation criteria.

The overall quote shall consist of a completed Standard Form 1442, completed Bid/Pricing Schedule, and a detailed work plan and schedule that demonstrates the capability to meet the technical aptitude of the Statement of Work (SOW).

SUBMIT ONLY REQUESTED ITEMS NOT THE ENTIRE SOLICITATION

U.S. Department of the Interior (DOI) Bureau of Land Management (BLM)
Request for Quotation (RFQ) 140L1226Q0019

Site visit: 10:00 am Wednesday, 7/22/2026. Meeting at the Elk River Trailhead Parking Lot (40.692079° , -124.140899°).

Please inform COR if you on plan to attending.
Nathan "Marty" King, Civil Engineer, BLM-Northern California District.
nmking@blm.gov
(707) 825-2367

Meeting not expected to exceed two hours.
COR will walk the ~1mile paved trail with contractors pointing out areas requiring Full Depth Repair.
Any questions contractors have must be sent as email and official responses will be posted on SAM.gov .

Road Conditions Advisory
Access roads to Headwaters Forest Reserve frequently flood during large storms and may be impassable. Conditions can change quickly. Please check current road conditions before your visit at Road Conditions of County Maintained Roads | Humboldt County, CA - Official Website.

Elk River Trailhead: *From the north* take 101 South to the Herrick Avenue exit and continue left on Herrick Ave over the freeway. Turn right onto Elk River Road, drive 1.6 miles, and take another right to stay on Elk River Road. Continue 4.2 miles to the signed parking area and trailhead.

From the south take 101 North to the Elk River Road exit and turn right onto Herrick Avenue. Take your first right onto Elk River Road and follow the directions above.
Headwaters Forest Reserve | Bureau of Land Management

SECTION 2 - CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

DOI-AAAP-0028 Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 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 Items included in commercial item 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 [Contracting Officer to edit and include the documentation required under this contract]:

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (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 Local 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 Local Clause)

Local Internet Payment Platform (IPP) Hotline

To check payment status, contact the Payment Hotline at 877-480-9724 or 303-236-2850. You will need to leave a message with the following information:

1. Company Name
2. Contract Number
3. Invoice Number
4. Invoice Amount
5. A brief description of why you are calling.
6. Your contact information

If you do not receive a callback from the Payment Hotline within 72 hours, please contact the Contract Officer with the day and time you contacted the Payment Hotline.

Government Point of Contact

Branden Bayze
Brannden_Bayze@ios.doi.gov
Bureau of Land Management

(End of Local Clause)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION APR 2026)

(a) Definitions. As used in this clause
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.228-10 Vehicular and General Public Liability Insurance. (Apr 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for-

(1) Bodily injury of not less than $100,000.00 for each person and $500,000.00 for each occurrence; and

(2) Property damage of not less than $100,000.00for each accident and $500,000.00 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(End of clause)

FAR 52.223-23, Sustainable Products and Services (MAY 2024) (DEV FEB 2025)

(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)

FAR 52.252-2 Clauses Incorporated by Reference February 1998

This contract 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 a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far

(End of clause)

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 Department of Interior Acquisition Regulation Supplement (DIARS) (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

FAR	52.202-1	DEFINITIONS	JUN 2020
FAR	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
RFO	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	MAR 2026
FAR	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
RFO	52.204-91	CONTRACTOR IDENTIFICATION	MAR 2026
RFO	52.212-4	CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS	MAR 2026
FAR	52.209-10	PROHIBITION OF CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
RFO	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JAN 2026
RFO	52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2026
RFO	52.219-28	POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION	JAN 2026
RFO	52.222-3	CONVICT LABOR	MAY 2026
RFO	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	MAY 2026
RFO	52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2026
RFO	52.222-7	WITHHOLDING OF FUNDS	MAY 2026
RFO	52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2026
RFO	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	MAY 2026
RFO	52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2026
RFO	52.222-12	CONTRACT TERMINATION-DEBARMENT	MAY 2026
RFO	52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED ACT REGULATIONS	MAY 2026
RFO	52.222-14	DISPUTES CONCERNING LABOR STANDARDS	MAY 2026
RFO	52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2026
RFO	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT	MAY 2026
RFO	52.222-50	COMBATING TRAFFICKING IN PERSONS	MAY 2026
RFO	52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026	MAY 2026
RFO	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	MAY 2026
FAR	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
FAR	52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
FAR	52.228-15	PERFORMANCE AND PAYMENT BOND – CONSTRUCTION	JUNE 2020

FAR	52.232-33	PAYMENTS BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT 2018
FAR	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
FAR	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
FAR	52.233-1	DISPUTES	MAY 2014
FAR	52.233-3	PROTEST AFTER AWARD	AUG 1996
FAR	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
RFO	52.236-12	CLEANING UP	MAY 2026
RFO	52.236-13	ACCIDENT PREVENTION	MAY 2026
RFO	52.236-7	PERMITS AND RESPONSIBILITIES	MAY 2026
FAR	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	MAY 2026
FAR	52.249-1	TERMINATION OF CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984

*************END OF CLAUSES*************

SECTION 4 - PROVISIONS

PROVISIONS INCORPORATED BY FULL TEXT

RFO 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (MAR 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

Offerors must submit an acceptable Bid Guarantee (SF 24 Bid Bond or acceptable alternative per FAR 52.228-1) in the amount of 20% of the total proposed price along with their offer by the solicitation closing date and time specified in Block 13a of the SF 1442. Quotes received without a valid bid guarantee will be determined non-responsive and excluded from evaluation.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

RFO 52.212-2 Evaluation - Commercial Products and Commercial Services (MAR 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

FACTOR 1: TECHNICAL ACCEPTABILITY

The Government will evaluate the quoter's technical submittals on a Pass/Fail (Acceptable/Unacceptable) basis. To be determined technically acceptable, the quoter must submit a technical proposal or work plan that satisfies all of the following evaluation criteria:

- **Subcontractor & Certification Capability:**
  - The quoter must explicitly identify and provide qualifications for a certified, independent testing subcontractor who will perform the mandatory 92% or greater asphalt density testing and 95% or greater shoulder backing maximum density testing required by the SOW.
- **Equipment & Operational Resource Sufficiency:**
  - The quoter must provide an equipment inventory or operational narrative demonstrating immediate access to a commercial asphalt paver, a pavement sawcutter (for straight-line full-depth repairs), a tack coat distributor, and compaction equipment capable of achieving specified densities.
- **Material Specification Conformance:**
  - The quoter must provide a written commitment or preliminary mix design sheet confirming that all contractor-furnished materials will strictly meet project specifications, including 3/8-inch NMAS PG64-10 Hot Mix Asphalt (HMA), FHWA FP-14 Section 411 compliant tack coat, and standard Class II aggregate base for the 6-inch subgrade patch depth and 2-inch shoulder backing taper.
- **ADA/ABA Compliance Execution Strategy:**
  - The quoter must provide a brief, acceptable technical narrative detailing their engineering approach to Task 5 (Pavement Conformance at the HEC Barn). The narrative must demonstrate an understanding of how to construct a smooth, ADA-compliant transition using grinding or tapering with no vertical deviation greater than 0.25 inches over 10 feet.
- **Schedule Realism & Operational Constraints:**
  - The quoter must provide a project schedule demonstrating a realistic sequence of tasks (mobilization, surface prep, full-depth repairs, overlay, shoulder backing, and demobilization) capable of reaching completion within the mandatory **60-calendar-day Period of Performance**.
  - The schedule and narrative must explicitly account for the regular working hour constraints (**8:00 AM to 4:30 PM, Monday through Friday**, excluding federal holidays) and outline standard best management practices (BMPs) to prevent sediment tracking into the adjacent salmon habitat.

FACTOR 2: PRICE

Price will be evaluated based on the total overall cost submitted in the Quote Schedule. Quotes will be assessed for mathematical accuracy and completeness across all CLINs. The Contracting Officer will evaluate the total proposed price to ensure it is fair and reasonable in accordance with FAR 12.203 and simplified acquisition parameters.

In the event of a tie, the Contracting Officer has the discretion to determine how the tie will be resolved. The Contracting Officer may assess which quote is more advantageous to the Government or may apply the guidance provided in FAR 14 and 15.

(b) Pro○cedures and Communication

In accordance with FAR 12.203, the Contracting Officer reserves the right to communicate with any, all, or none of the quoters regarding technical or pricing details, and may request revised quotations without being required to hold formal discussions or open a formal competitive range.

(c) Late Submissions
Per FAR 12.203(c)(1), the Contracting Officer reserves the right to exercise good business judgment in deciding whether or not to accept a quotation or modification received after the exact closing date and time specified in this solicitation.

(d) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(e) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.228-1 BID GUARANTEE (September 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.
(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% of the bid price or $3 million, whichever is less
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)

FAR 52.216-1 Type of Contract (APR 1984)
The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

FAR 52.223-1, Biobased Product Certification (MAY 2026)

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)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference – February 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 address: http://acquisition.gov/far/index.html

(End of Provision)

FAR 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 Department of Interior Acquisition Regulation Supplement (DIARS) (48 CFR 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

PROVISIONS INCORPORATED BY REFERENCE

FAR	**52.203-18**	**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS- REPRESENTATION**	**JAN 2017**
RFO	**52.204-7**	**SYSTEM FOR AWARD MANAGEMENT**	**MAR 2026**
FAR	**52.209-11**	**REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW**	**MAY 2026**
FAR	**52.233-2**	**SERVICE OF PROTEST**	**SEP 2006**
DIAR	**1452.233-2**	**SERVICE OF PROTEST**	**JUL 1996**

**********END OF PROVISIONS**********