SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	1240BJ26Q0011	☐ SEALED BID (IFB) ☐ INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/23/2026	1 39

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	1167199	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
USDA-FS CSA NORTHWEST 7 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829	40BJ	All quote documents must be emailed to eric.oldenkamp@usda.gov. An email copy of the Bid Bond is acceptable for quotes valued at $150,000 or greater.

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	ERIC OLDENKAMP	541-225-6321

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)*

Project Name: Irving Peak Lodgepole and Ninemile Crossing Construction

Wenatchee River Ranger District, Okanogan-Wenatchee National Forest

See the Statement of Work (SOW) for a description of the project.

Amended FAR provision 52.212-1 in this solicitation identifies what must be submitted in a quote.

Solicitation number 1240BJ26Q0011 is issued as a Request for Quotation (RFQ) for Irving Peak Lodgepole and Ninemile Crossing Construction. This RFQ is prepared in accordance with the format in FAR Part 12.

11. The Contractor shall begin performance within 10 calendar days and complete it within 1156 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Period of Performance.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	☒ YES ☐ NO	12b. CALENDAR DAYS
		10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1000 *(hour)* local time 07/23/2026 *(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)*	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 40BJ	27. PAYMENT WILL BE MADE BY
USDA-FS CSA NORTHWEST 7 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829	

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)* ERIC J. OLDENKAMP	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

STANDARD FORM 1442 (REV. 12/2022) BACK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 05GG WENATCHEE NATIONAL FOREST 215 MELODY LANE WENATCHEE WA 98801-5933 US Period of Performance: 09/01/2026 to 10/31/2029				
0001	Lodgepole Bridge Product/Service Code: Y1LB Product/Service Description: CONSTRUCTION OF HIGHWAYS, ROADS, STREETS, BRIDGES, AND RAILWAYS	1	LS		
0002	Ninemile Bridge Product/Service Code: Y1LB Product/Service Description: CONSTRUCTION OF HIGHWAYS, ROADS, STREETS, BRIDGES, AND RAILWAYS	1	LS		

SCHEDULE OF PAY ITEMS/SERVICES

Item	Sub-Item	Description	Measurement		Quantity	Unit Price	Total
			Method	Unit			
1		Lodgepole Bridge					
1	15101	Mobilization	LSQ	LS	ALL		
1	15201	Construction Survey and Staking, Method 1, Tolerance A	LSQ	LS	ALL		
1	15401	Contractor Testing	LSQ	LS	ALL		
1	15713	Soil Erosion & Pollution Control	LSQ	LS	ALL		
1	20302	Removal Of Existing Culvert, Disposal Method A	AQ	EACH	1		
1	20304	Removal Of Existing Asphalt Concrete Pavement, Disposal Method A	CQ	SY	560		
1	20407	Road Excavation	CQ	CY	400		
1	20701	Earthwork Geosynthetic, Type 4 Long-Term Erosion Control Blanket	CQ	SY	1371		
1	20801A	Structure Excavation	CQ	CY	130		
1	20801B	Channel Excavation	CQ	CY	2000		
1	20801C	Channel Excavation	CQ	CY	1510		
1	20803	Structural Backfill	CQ	CY	70		
1	25101	Placed Riprap, Class 4	CQ	CY	130		
1	30202	Aggregate Base, Method 2	CQ	TON	115		
1	30205	Subbase, Method 2	CQ	TON	245		
1	40304	Asphalt Concrete, WSDOT, Type II	CQ	TON	115		
1	55201	Structural Concrete, Class A(AE), Pile Cap, End Diaphragm, & Wingwalls	CQ	CY	23		
1	55301A	Precast, Prestressed Structural Concrete Member, Decked Bulb-Tee	AQ	EACH	1		

Item	Sub-Item	Description	Measurement		Quantity	Unit Price	Total
			Method	Unit			
1	55301B	Precast, Prestressed Structural Concrete Member, Decked Bulb-Tee W/ Curb	AQ	EACH	2		
1	55401	Reinforcing Steel, Grade 60, Pile Cap, End Diaphragm, & Wingwalls	CQ	LBS	3100		
1	56702	Micropile	AQ	EACH	10		
1	56703	Micropile Load Verification Test	AQ	EACH	1		
1	56704	Micropile Proof Load Test	AQ	EACH	2		
1	62552	Seeding & Mulching, Dry Method	LSQ	LS	ALL		
1	63304A	Sign, One Lane Bridge Panel, TYPE III, IV, IX, XI, Retroreflective Sheeting	AQ	EACH	2		
1	63304B	Sign, Speed Hump Panel, Type Iii, Iv, Ix, Xi, Retroreflective Sheeting	AQ	EACH	2		
1	63304C	Sign, 25 Mph Advisory Speed Panel, Type III, IV, IX, XI, Retroreflective Sheeting	AQ	EACH	2		
1	63307	Object Marker, Type 3	AQ	EACH	4		
1	64801	Placed Streambed Simulation Material, Bed Class 2, Method A	CQ	CY	20		
1	64803	Placed Channel Rock for Bank Margins and Rock Structures, Class Cr-0, Method A	CQ	CY	45		
1	62201	Equipment Rental, Hydraulic Excavator with Thumb	AQ	HR	64		
2		Ninemile Bridge					
2	15101	Mobilization	LSQ	LS	ALL		
2	15201	Construction Survey and Staking, Method 1, Tolerance A	LSQ	LS	ALL		
2	15401	Contractor Testing	LSQ	LS	ALL		
2	15713	Soil Erosion & Pollution Control	LSQ	LS	ALL		
2	20302	Removal Of Existing Culvert, Disposal Method A	AQ	EACH	1		
2	20304	Removal Of Existing Asphalt Concrete Pavement, Disposal Method A	CQ	SY	1230		

Item	Sub-Item	Description	Measurement		Quantity	Unit Price	Total
			Method	Unit			
2	20407	Road Excavation	CQ	CY	145		
2	20801A	Structure Excavation	CQ	CY	100		
2	20801B	Channel Excavation	CQ	CY	850		
2	20803	Structural Backfill	CQ	CY	95		
2	25101	Placed Riprap, Class 3	CQ	CY	145		
2	27201	Geocell Abutment Stabilization, 6" Depth	CQ	SY	35		
2	30202	Aggregate Base, Method 2	CQ	TON	225		
2	30205	Subbase, Method 2	CQ	TON	485		
2	40304	Asphalt Concrete, WSDOT, Type II	CQ	TON	250		
2	55220A	Precast Concrete Member, Grade Beam	AQ	EACH	2		
2	55220B	Precast Concrete Member, Wingwall	AQ	EACH	4		
2	55301A	Precast, Prestressed Concrete Member, 30" Slab, 80' Long	AQ	EACH	3		
2	55301B	Precast, Prestressed Concrete Member, 30" Slab, 80' Long W/ Curb	AQ	EACH	2		
2	60202	71 Inch Span, 47 Inch Rise, Pipe Culvert, CMP Galvanized Thickness 0.109 Inch Minimum	CQ	LF	42		
2	62552	Seeding & Mulching, Dry Method	LSQ	LS	ALL		
2	63304A	Sign, 25 Mph Curve Warning Panel, Type III, IV, IX, XI, Retroreflective Sheeting	AQ	EACH	2		
2	63304B	Sign, One Lane Bridge Panel, Type III, IV, IX, XI, Retroreflective Sheeting	AQ	EACH	2		
2	63307	Object Marker, Type 3	AQ	EACH	4		
2	64801	Placed Streambed Simulation Material, Bed Class 2, Method A	CQ	CY	50		
2	64803	Placed Channel Rock for Bank Margins and Rock Structures, Class Cr-0 Method A	CQ	CY	95		

Item	Sub-Item	Description	Measurement		Quantity	Unit Price	Total
			Method	Unit			
2	62201	Equipment Rental, Hydraulic Excavator with Thumb	AQ	HR	16		

Abbreviations

LS = Lump Sum
CY = Cubic Yard
SY = Square Yard
LF = Linear Feet
LSQ = Lump Sum Quantity
AQ = Actual Quantity
CQ = Contract Quantity

Schedule Notes:

- All offerors/quoters will be required to provide a Bid Bond (20%) with their proposal submission. Performance and Payment Bonds (100% each) will be required of the successful awardee.

- Payment for bond premiums shall be in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, and shall not be in addition to the contract price. Include bond payments under 15101 Mobilization.

Considerations:

- Normal work season: June 1 – November 15

- Restricted work season: August 1st-October 15th. Wildlife restrictions prohibit onsite work prior to August 1st due to Northern Spotted Owl (NSO). The aquatic fisheries in-water window is from July 1-September 30 but cannot begin until August 1st due to the NSO restriction. The Forest Service will not issue a stop work order. The contractor shall stop services unless a written confirmation to proceed is received from the Contracting Officer Representative (COR).

- Normal fire season: July 1 – October 15

STATEMENT OF WORK (SOW)

Irving Peak Lodgepole and Ninemile Crossing Construction

Wenatchee River Ranger District, Okanogan-Wenatchee National Forest

Statement of Requirement

The Forest Service is seeking engineering services for construction work associated with upgrading undersized culverts to road bridges over Lodgepole Creek and Ninemile Creek along the Little Wenatchee Road (Forest Road 6500).

Work on this contract is anticipated to include, but is not limited to, construction survey and staking, developing and implementing an erosion control plan and a dewatering plan to include conducting fish salvage, removing and disposing of existing culvert and footings, road and channel excavation, reconstructing a steam channel, furnishing and installing a prestressed concrete slab bridge and precast concrete abutments, furnishing and installing a prestressed concrete bulb tee bridge and cast in place micro piles and pile cap, re-grading, reconstructing and repaving of roadway approaches, supplying and installing permanent traffic control features, and restoring and re-planting the site after construction is complete.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and incidental supplies necessary to perform all work described in accordance with drawings and specifications of the contract.

Project Location

The project sites are located on the Wenatchee River Ranger District of the Okanogan-Wenatchee National Forest.

To access the project area from Leavenworth, Washington, head west on US Highway 2 for approximately 15.1 miles then run north (right) on Washington State Highway 207. Follow State Highway 207 for approximately 4.4 miles then continue straight on to Lake Wenatchee Highway. After approximately 5.3 miles, Lake Wenatchee Highway turns into White River Road. Follow White River Road for 0.8 miles then continue straight on Little Wenatchee Road. Follow Little Wenatchee Road for approximately 2.15 miles where it ends at the Forest Service Gate then the road from the gate on becomes Little Wenatchee River Road (Forest Road 6500). Follow Forest Road 6500 for approximately 6.1 miles to the junction of the 6500 and 6700 roads then continue straight on Forest Road 6500 for 1.2 miles to the junction of Forest Road 6500 and 6503.

Ninemile Creek Crossing - From the junction of the 6500 and 6503 road, continue straight on the 6500 road for approximately 0.7 miles to the Lower Ninemile Creek Crossing located around 2,280 ft in elevation in Township 27 N Range 15 E Section 4 at 47°51'46.5"N 120°58'30.5"W (47.862927, -120.975139).

Lodgepole Creek Crossing - From the junction of the 6500 and 6503 road, continue straight on the 6500 road for approximately 2.6 miles to the Lodgepole Creek Crossing located around 2,300 ft in

elevation in Township 28 N Range 15 E Section 32 at 47°52'33.0"N 121°00'30.3"W (47.875845, -121.008414).

The 6500 road is seasonally closed during the winter months with the crossings typically snow free in late May/early June. There are no known utilities within the areas, but utility line-locates are still required to verify none exist for geotechnical subsurface investigations and the final design.

Technical Specifications

The contract incorporates the USDOT, Federal Highway Administration's Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14). The standard specifications (FP-14) are available online at: http://flh.fhwa.dot.gov/resources/specs/.

Existing Conditions

The Contractor shall verify all existing dimensions and conditions before proceeding with all work. All dimensions shall be verified and/or determined in the field. The Contractor shall protect all improvements including existing culverts and roadway from damage during construction.

Project Control

Onsite work can begin as soon as weather permits (sites typically accessible around June 1 through October 31) but the government anticipates that field work will not begin until summer of 2027 based on lead time for materials procurement. All work must be completed no later than **October 31, 2029**.

Contractor is responsible for protecting workers from injury (refer to FAR 52.236-13, Accident Prevention, for full text).

The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer Representative (COR). The Government is not responsible for loss of or damage to materials or supplies stored on-site during performance of this contract.

The Forest Service is intending to award and administer a construction contract for various road repairs and road maintenance along the 6500 Road and several spur roads that originate from the 6500 road. Repairs and maintenance segments are located before, between and after the two sites associated with this contract (Lodgepole and Ninemile) and have no alternate egress options. Work at both Ninemile and Lodgepole crossings, and their corresponding staging areas, that would prohibit or hinder repairs and maintenance on the 6500 road and forest roads that are solely accessed off the 6500 road, must be coordinated with the other contractors through the COR to minimize delays and allow work to proceed. The Contractor may need to adjust work accordingly to accommodate road repairs and maintenance (ideally work on Lodgepole the same year the road repair and maintenance contract are working to avoid full closure of the 6500 and 6504 roads as there is a detour around the Lodgepole site). The Contractor should anticipate some level of minor delays for importing materials while the road repairs and road maintenance contract is in progress, or plan on some level of mitigation, such as onsite stockpiling of material.

Landscape Preservation and Hazardous Materials

All heavy equipment shall be cleaned and thoroughly inspected prior to mobilization to the work site. Once on site all equipment shall be inspected daily and all visible oil, grease, and hydraulic fluid will be removed. Needed repairs will be implemented immediately before resuming work.

All machinery shall be refueled outside of riparian reserve areas or within 150 feet of the Fish Bearing Streams or any of their tributaries. If refueling does occur within riparian reserve areas, spill control measures shall be installed around the machinery prior to refueling operations.

Unless otherwise agreed, to prevent the introduction of seeds of noxious weeds onto National Forest land, Contractor shall ensure all equipment moved onto National Forest land is free of soil, seeds, vegetative matter or other debris that could contain or hold seeds. The Contractor shall employ whatever cleaning methods that are necessary to ensure compliance with this provision and shall notify the Forest Service prior to moving each piece of equipment onto National Forest land. Upon request of Forest Service, arrangements will be made for Forest Service to inspect each piece of equipment prior to being moved onto National Forest land.

The contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the contracting officer. The contractor shall make all reasonable attempts to preserve the scenic and natural environment within and adjacent to this construction project.

Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, lakes, reservoirs, and other surface waters.

Wash water or waste from concrete, aggregate or other operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the contracting officer.

No petroleum products or other hazardous substances shall be released on or into land or rivers, streams, impoundments or other waters, or into natural or manmade channels leading thereto or therefrom. The servicing of all equipment shall be done only in the areas approved by the COR. The contractor shall transport off government lands all waste oil, vehicle oil filters (drained of free-flowing oil), and oily rags. The Contractor shall dispose of such materials in accordance with applicable State and Federal regulations.

If the total on-site oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, the contractor shall prepare and implement a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer. This plan shall include notification of appropriate state and local officials, the contracting officer and other appropriate agencies.

At all on-site work areas (including contractor storage, transfer, fueling, mixing sites, etc., for oil, oil

products or any hazardous materials), the contractor shall take appropriate preventive measures to insure that any release of hazardous products does not enter any stream or other waters of the United States or any of the individual States and shall conform to the federal, state and local regulations. Planned spill containment locations in stream courses shall be established prior to commencement of work activities. These locations will be reviewed by the contracting officer or representative. When deemed appropriate, additional planned preventive measures shall be established for review by the contracting officer or representative.

The contractor, acting independently, shall immediately take action to notify the appropriate agencies including the contracting officer, and to contain and clean up, without expense to the government, all petroleum products or other hazardous substance releases which are on or in the vicinity of the project and which are caused by the contractor's employees, directly or indirectly. The contractor shall have the necessary materials on site to contain a spill which may occur on land or within live streams as appropriate for any potential flow conditions likely to occur. This may require absorbent pads and/or booms or other containment devices. In the event the government determines that additional resources beyond those of the contractor is required, the contractor may be held liable for all damages and costs including, but not limited to additional labor, subsistence, equipment, supplies and transportation deemed necessary by the government for the containment and clean-up of petroleum products or other hazardous substance releases caused by contractor's employees or resulting from or related to construction operations.

The contractor shall notify the contracting officer of any hazardous materials to be used on the job and shall have Material Safety Data Sheets (MSDS) for those materials available on the job.

Packing and Marking

All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government.

Post Award Conference

A post award conference with the awarded Contractor is required. It will be scheduled and held within 14 days after receiving acceptable performance and payment bonds. The conference will be held electronically via Microsoft Teams.

Invoice Processing Platform (IPP)

All invoices are to be submitted via the electronic Invoice Processing Platform (IPP), which can be found at https://www.ipp.gov/. The Contractor shall ensure that they have provided what is required in AGAR clause 452.232-71 paragraphs (c) and (d), which should be included as an attachment in IPP.

Notification of Subcontracting

The Contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. The Contractor and subcontractor shall fill out the SF 1413, Statement and Acknowledgement, and submit to the Contracting Officer. Subcontracting any portion of the contact shall not relieve the Prime Contractor of any responsibility under the contract.

Work Hour Limits

The contractor shall conduct activities so that interference with the public shall be kept at a minimum. Construction activity may be performed Monday through Friday and shall be limited to the hours between **7:00 a.m**. and **6:00 p.m**., unless other hours are approved in writing by the COR. No work will be allowed on Federal Holidays unless approved by COR in writing. Any contractor activities requiring closure to the public shall be scheduled with the COR at least 30 calendar days prior to the closure.

Protection of Habitat of Endangered, Threatened and Sensitive Species

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, are shown on the Plans and identified on the ground. Measures that are needed to protect such areas have been included elsewhere in this contract or are as follows: **In-water work is prohibited outside the in-water work window**.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered, or as sensitive by the Regional Forester, Forest Service may either cancel or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

Water Tubidity Monitoring

The contractor is responsible for water turbidity monitoring and must follow the Washington State Guidelines as listed in WA 173-201A-200. Turbidity monitoring is part of (and paid for under) the dewatering process as part of the Soil Erosion and Pollution Control. Monitoring shall take place at the start of the workday and will be conducted every 4 hours during active in-water work or downstream pumping of turbid water, project activities will be modified based on the table below.

Maximum Allowable Turbidity Levels, measured in “Nephelometric Turbidity Units” or “NTU’s are listed in Table 200 (1)(e) of that document and summarized in the Aquatic Life Turbidity Criteria in Fresh Water Table:

AQUATIC LIFE TURBIDITY CRITERIA IN FRESH WATER		
CATEGORY	ALLOWABLE EXCEEDANCE TURBIDITY LEVEL WHEN THE BACKGROUND IS 50 NTU OR LESS	ALLOWABLE EXCEEDANCE TURBIDITY LEVEL WHEN THE BACKGROUND IS MORE THAN 50 NTU
CHAR SPAWNING AND REARING, CORE SUMMER SALMONID HABITAT, SALMONID SPAWNING, REARING AND MIGRATION	5 NTU OVER BACKGROUND	10% INCREASE IN TURBIDITY
SALMONID REARING AND MIGRATION ONLY	10 NTU OVER BACKGROUND	20% INCREASE IN TURBIDITY
NONANADROMOUS INTERIOR REDBAND TROUT	5 NTU OVER BACKGROUND	10% INCREASE IN TURBIDITY
INDIGENOUS WARM WATER SPECIES	10 NTU OVER BACKGROUND	20% INCREASE IN TURBIDITY

Actions required for Turbidity Level Measurements by NTU's above background are listed in the table below:

ALLOWABLE EXCEEDANCE TURBIDITY LEVEL	ACTION REQUIRED AT 1ST MONITORING INTERVAL	ACTION REQUIRED AT 2ND MONITORING INTERVAL
0 TO 5 NTU ABOVE BACKGROUND	CONTINUE TO MONITOR EVERY 4 HOURS	CONTINUE TO MONITOR EVERY 4 HOURS
5 TO 29 NTU ABOVE BACKGROUND	MODIFY CONTROLS AND CONTINUE TO MONITOR EVERY 4 HOURS	STOP WORK AFTER 8 HOURS AT 5 TO 29 NTU ABOVE BACKGROUND*
30 TO 49 NTU ABOVE BACKGROUND	MODIFY CONTROLS AND CONTINUE TO MONITOR EVERY 2 HOURS	STOP WORK AFTER 2 HOURS AT 30 TO 49 NTU ABOVE BACKGROUND
50 NTU OR GREATER*	STOP WORK	STOP WORK

*WORK STOPS AFTER TWO CONSECUTIVE READINGS WITHIN THIS TURBIDITY RANGE

Local Disposal Sites

Debris encountered in the construction (i.e., metals) and other waste materials generated in the construction (cartons, scrap, etc.) shall be removed and disposed of off National Forest Service Land, unless other disposal means are authorized in the plans or specifications.

Final Cleanup

The Contractor shall remove and dispose of all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to, camp refuse such as tin cans, aluminum foil, glass, paper, garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall also remove and dispose of upon completion of the road construction, all stakes, old culverts, flagging and similar debris within the project area. This cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed of off National Forest Land and in accordance with State and Local disposal requirements.

Traffic Control, Barricades, Warning Signs, and Other Devices

The contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, flaggers, pilot cars and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Barricades and other obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

All operations shall conform to the current requirements and guidelines of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD).

The contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points, where the new work crosses or coincides with an existing road or trail.

Hazardous Conditions Safety Plan

The following conditions have been identified as inherently hazardous to the degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The contractor shall provide a written job-specific hazard analysis and safety plan that addresses and conforms to the requirements of 29 CFR 1910 and 1926 and the FAR

clause 52.236-13 included herein. Appropriate actions shall be taken by the contractor to implement this plan during performance and to take all necessary steps to mitigate the dangers from hazards.

- Tree felling
- Temporary excavation / deep trenching / slope stability
- Fall hazard from work heights exceeding six feet
- Traffic control on high-volume and/or high-speed and/or limited visibility roads
- Heavy equipment operation
- Tree climbing and/or tower climbing
- Fire hazards
- Hazardous materials handling
- Electrical hazard
- Hydraulic and/or pneumatic and/or other high pressure hazards
- Mechanical hazards such as pulleys, springs etc.
- Flooding
- Debris Flows

Contractor's Use of Existing Roads

The contractor is authorized to use roads in the immediate construction project area for performance of work under this contract. The authorization is limited to roads necessary for direct access between the construction area and storage sites, disposal areas, and other work areas designated in the contract.

The roads authorized for use will be subject to the following general conditions:

1. State laws governing traffic rules and equipment requirements on State and County Highways.

2. Federal Regulations contained in 36 CFR 261.12. These regulations prohibit use in excess of State Codes for weight and size, damaging a road while using it, and blocking a road open to use by others.

The contractor shall be responsible for and perform road maintenance that is commensurate with his use of Forest Service roads in the construction area.

Road Maintenance Requirements

In order to fulfill the obligation to protect existing facilities, material source, and disposal site access roads from seasonal weather damage to safeguard soil and water quality, and to repair damage commensurate with its use, the contractor shall perform road maintenance work on these roads in accordance with the following:

1. While performing ordinary road maintenance work, the contractor shall avoid permanent fouling of gravel or bituminous surfaces through covering them with earth or debris from side ditches, slides, or other sources. The contractor shall avoid blading surface material off the surface of roads.

2. While performing all phases of construction, the contractor shall minimize damage to ditches, slopes and road surfaces. Where damage does occur, the contractor shall restore the road to its prior condition within a reasonable period of time.

3. The contractor shall remove all excess materials and debris from asphalt roadways and trails immediately after backfilling has been completed. This may require brooming and hosing down with water.

Load Limits

All vehicles and equipment shall not exceed State legal highway loads and widths or posted limits without valid State and Forest Service overload, over width permits. Forest Service overload permit applications for this project may be obtained from the COR.

Special Equipment Cleaning Requirements

All earth moving equipment (loaders, excavators, dump trucks, etc.) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the National Forest lands. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Equipment shall be made available for visual inspection by the Forest Service prior to entering Forest Service lands. The contractor shall advise of a proposed date for mobilization. Inspections will take place at mutually agreeable enroute locations in advance of entry onto National Forest lands.

The contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

Moisture Sensitive Soils

Contractors are cautioned that the roadway structure is designed so that the completed road will support highway legal loads during a limited use season. Construction equipment often subjects the uncompleted roadway structure to loadings it is not designed to support. This is especially critical during periods of excessive moisture and will require careful selection and scheduling to permit efficient operation. Any damage resulting from operations which renders the material unsuitable for use or results in potential siltation of streams will be corrected by the contractor at its expense.

Protection of Cultural Resources

Location of known historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1969 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by the Forest Service. Forest Service may unilaterally modify, or cancel, this contract to protect an area, object of antiquity, artifact or similar object which is, or may be, entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destructions, obliteration, removal or damage during contractor's operations. In accordance with 36 CFR 296.14(c), the contractor shall bear costs of restoration, provided that such payment shall not relieve the contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas, except on roads. Unless agreed otherwise, trees will not be felled into such areas.

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.

Submittals

Submittals shall include the following unless otherwise required in the specifications:

1. Date and revision dates.
2. Project name and contract number.
3. Names of contractor, subcontractor, supplier and manufacturer.
4. Specifications section number.
5. Field dimensions and relation to adjacent structures.
6. Applicable standards such as ASTM or Federal Specifications.
7. Contractor's stamp, initial or signature, certifying the review of submittal, verification of field measurements and compliance with contract documents.

Provide all submittals within 14 calendar days of contract award unless otherwise required by the specification.

Submittal Log for Lodgepole Bridge

Log No.	*Incidental to Pay Item(s)*	*Description of Submittal*	*Type of Submittal*	*Requirement found in Specification No./Drawing*	*Additional Specification References*
1-LP	151	Weed Free Material Source Certification	Material Certification	FSSS 105.02(c)	
2-LP	151	Spill Prevention, Control, and Countermeasure (SPCC) Plan	Plan	107.1	
3-LP	151	Contractor Quality Control Plan	Plan	153.02	
4-LP	151	Safety Plan, including Blasting Plan where applicable	Plan	Accident Prevention clause [FAR 52.236-13]	
5-LP	151	Fire Plan R6-FS-6300-55	Plan	R6-FS-6300-52 part 2	
6-LP	151	Proposed Progress Schedule R6-FS-6300-7	Construction Schedule	Schedules for Construction Contracts [FAR 52.236-15]	
7-LP	151	Designation of Representative R6-FS-6300-6	Completed Form	Superintendence by the Contractor [FAR 52.236-6]	
8-LP	151	Drug Free Workplace Policy	Establish a program, take actions, notifications and reporting as required by policy	Drug-Free Workplace [FAR 52.223-6]	
9-LP	151	SF1413 - Statement and Acknowledgement for each Subcontractor including Owner/Operators and other Sole Proprietorship Subcontractors [not required for material suppliers]	Completed Form	Subcontracts (Labor Standards) [FAR 52.236-11]	
10-LP	151	Payroll Record WH347 Certified Payrolls submitted weekly	Copy of Certification	Payrolls and Basic Records [FAR 52.222-8]	
11-LP	154	Material Moisture/Density Testing	Test Results	Table 208-1	106
12-LP	154	Culvert Backfill Compaction Testing	Test Results	209.11, 209.12	106
13-LP	157	Dewatering and Soil Erosion and Pollution Control Plan	Plan	FSSS 157.04	
14-LP	157	Fish Salvage Plan	Plan	FSSS Appendix A / Sheet 3 of Plans	157, 648
15-LP	157	Fish Salvage Personnel Qualifications	Names & Resumes	FSSS Appendix A	
16-LP	207	Geosynthetics: Certification	Material Certification	FSSS 207.08	106, 714
17-LP	302	Subbase & Base	Material Certification	703.05(b), Table 703.03	302
18-LP	403	Asphalt Concrete	Mix Design	403.02	
19-LP	552	Structural Concrete: Mix Design	Mix Design	552.03	Drawings
20-LP	552	Structural Concrete: Testing	Test Results	552.2	106, Drawings
21-LP	552	Reinforcing Steel	Material Certification	709.01	Drawings

22-LP	552	Miscellaneous Material: Grout	Material Certification	FSSS 725.19	Drawings
23-LP	552	Miscellaneous Material: Grout	Product Approval	FSSS 725.19	Drawings
24-LP	552	Welder Certification	Copy of Certification	Sheet 2 of Plans	
25-LP	552	Precast Concrete Structures	Shop Drawing	FSSS 552.11(b)(6)	104, 554
26-LP	552	Precast Concrete Structures: Industry Certification	Fabrication Certification	FSSS 552.11(b)(6)	
27-LP	552	Precast Concrete Structures: Testing	Test Results	FSSS 552.11(b)(6)	106, 554, 562
28-LP	552	Reinforcing Steel	Order List	554.03	554, 709, Drawings
29-LP	553	Prestressed Concrete	Shop Drawing	104.03	553, Drawings
30-LP	553	Prestressed Concrete: PCI Certification	Fabrication Certification	FSSS 553.03	
31-LP	553	Prestressed Concrete: Prestressing	Method Approval	553.04	Drawings
32-LP	553	Prestressed Concrete: Materials	Material Certification	553	106, 552, 554, 709, Drawings
33-LP	553	Prestressed Concrete: Testing	Test Results	553.06	106, 552, Drawings
34-LP	553	Reinforcing and Prestressing Steel	Material Certification	709.01, 709.02	553, Drawings
35-LP	554	Reinforcing Steel	Material Certification	554.1	554, Drawings
36-LP	567	Micropile Personnel Qualifications	Names & Resumes	567.03	
37-LP	567	Micropile Submittals	Work Plan, Equipment, & Materials	567.04	104.03
38-LP	567	Micropile Load Testing Results	Test Results	567.07	
39-LP	635	Traffic Control Plan	Plan	FSSS 156.03	635
40-LP	648	Streambed Simulation Material and Channel Rock	Written notice 5 days prior to construction	705.08	

Submittal Log for Ninemile Bridge

Log No.	*Incidental to Pay Item(s)*	*Description of Submittal*	*Type of Submittal*	*Requirement found in Specification No./Drawing*	*Additional Specification References*
1-NM	151	Weed Free Material Source Certification	Material Certification	FSSS 105.02(c)	
2-NM	151	Spill Prevention, Control, and Countermeasure (SPCC) Plan	Plan	107.1	
3-NM	151	Contractor Quality Control Plan	Plan	153.02	
4-NM	151	Traffic Control Plan	Plan	FSSS 156.03	635
5-NM	151	Safety Plan, including Blasting Plan where applicable	Plan	Accident Prevention clause [FAR 52.236-13]	

6-NM	151	Fire Plan R6-FS-6300-55	Plan	R6-FS-6300-52 part 2	
7-NM	151	Proposed Progress Schedule R6-FS-6300-7	Construction Schedule	Schedules for Construction Contracts [FAR 52.236-15]	
8-NM	151	Designation of Representative R6-FS-6300-6	Completed Form	Superintendence by the Contractor [FAR 52.236-6]	
9-NM	151	Drug Free Workplace Policy	Establish a program, take actions, notifications and reporting as required by policy	Drug-Free Workplace [FAR 52.223-6]	
10-NM	151	SF1413 - Statement and Acknowledgement for each Subcontractor including Owner/Operators and other Sole Proprietorship Subcontractors [not required for material suppliers]	Completed Form	Subcontracts (Labor Standards) [FAR 52.236-11]	
11-NM	151	Payroll Record WH347 Certified Payrolls submitted weekly	Copy of Certification	Payrolls and Basic Records [FAR 52.222-8]	
12-NM	154	Material Moisture/Density Testing	Test Results	Table 208-1	106
13-NM	154	Culvert Backfill Compaction Testing	Test Results	209.11, 209.12	106
14-NM	157	Dewatering and Soil Erosion and Pollution Control Plan	Plan	FSSS 157.04	
15-NM	157	Fish Salvage Plan	Plan	FSSS Appendix A / Sheet 3 of Plans	157, 648
16-NM	157	Fish Salvage Personnel Qualifications	Names & Resumes	FSSS Appendix A	
17-NM	207	Geosynthetics: Certification	Material Certification	FSSS 207.08	106, 714
18-NM	272	Geocell Abutment Stabilization	Material Certification	272.06	106, Supplemental Specifications 736, Drawings
19-NM	272	Geocell: Geotextile – Class 1 Type A	Material Certification	272.06	106, 714, Drawings
20-NM	272	Geocell	Material Certification	Supplemental Specifications 736.02	106, 714, Drawings
21-NM	302	Subbase & Base	Material Certification	703.05(b), Table 703.03	302
22-NM	403	Asphalt Concrete	Mix Design	403.02	
23-NM	552	Structural Concrete: Mix Design	Mix Design	552.03	Drawings
24-NM	552	Structural Concrete: Testing	Test Results	552.2	106, Drawings
25-NM	552	Reinforcing Steel	Material Certification	709.01	Drawings
26-NM	552	Miscellaneous Material: Grout	Material Certification	FSSS 725.19	Drawings
27-NM	552	Miscellaneous Material: Grout	Product Approval	FSSS 725.19	Drawings
28-NM	552	Welder Certification	Copy of Certification	Sheet 2 of Plans	

29-NM	552	Precast Concrete Structures	Shop Drawing	FSSS 552.11(b)(6)	104, 554
30-NM	552	Precast Concrete Structures: Industry Certification	Fabrication Certification	FSSS 552.11(b)(6)	
31-NM	552	Precast Concrete Structures: Testing	Test Results	FSSS 552.11(b)(6)	106, 554, 562
32-NM	552	Reinforcing Steel	Order List	554.03	554, 709, Drawings
33-NM	553	Prestressed Concrete	Shop Drawing	104.03	553, Drawings
34-NM	553	Prestressed Concrete: PCI Certification	Fabrication Certification	FSSS 553.03	
35-NM	553	Prestressed Concrete: Prestressing	Method Approval	553.04	Drawings
36-NM	553	Prestressed Concrete: Materials	Material Certification	553	106, 552, 554, 709, Drawings
37-NM	553	Prestressed Concrete: Testing	Test Results	553.06	106, 552, Drawings
38-NM	553	Reinforcing and Prestressing Steel	Material Certification	709.01, 709.02	553, Drawings
39-NM	554	Reinforcing Steel	Material Certification	554.1	554, Drawings
40-NM	648	Streambed Simulation Material and Channel Rock	Written notice 5 days prior to	705.08	

Attachments

Attachment No.	Attachment Name
1	C04_Attachment1_Plans_NINEMILE_CREEK
2	C04_Attachment2_SpecsNinemileCreek_FSSS
3	C04_Attachment3_Plans_LODGEPOLE_CREEK
4	C04_Attachment4_SpecsLodgepoleCreek_FSSS
5	C04_Attachment5_USFS_Lodgepole&Ninemile_GeoRpt
6	C04_Attachment6_WageDetermination
7	C04_Attachment7_CampingPermit
8	C04_Attachment8_FireProtectionSuppression
9	C04_Attachment9_Fire Plan_R6-FS-6300-55
10	C04_Attachment10_OverviewMap
11	C04_Attachment11_VicinityMap
12	C04_Attachment12_Bid_Bond_SF24
13	C04_Attachment13_Quote

(End of SOW)

CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (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)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☒ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☒ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☒ 52.223-23 Sustainable Products and Services (Nov 2025)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☒ 52.242-13 Bankruptcy (July 1995)
☒ 52.246-21 Warranty of Construction (Mar 1994)

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

52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
☒ 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)
☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☒ 52.236-2 Differing Site Conditions (Jul 2025)
☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)
☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.336-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☒ 52.236-16 Quantity Surveys (Jul 2025)
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-21
☐ Alternate II (Apr 1984) of 52.236-21
☒ 52.242-14 Suspension of Work (Apr 1984)
☒ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

AGAR Clauses

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

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

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

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

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

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

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

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

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

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

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

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

(1) Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a

proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means.

Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)

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

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

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

(End of Clause)

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

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

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

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

i. Specifically authorized by the contract; and

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

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

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

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

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

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

_____(name)

_____(title)

_____(date)

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

(1) Records and Documentation:

i. Certified progress payment requests and supporting documentation;

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

iii. Updated schedule of values and progress schedules;

iv. Quality assurance and inspection reports;

v. Payroll records, if applicable under labor provisions.

(2) Facilities and Worksite Access:

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

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

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

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

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

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

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

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

(j) *Reservation of rights.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government must, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause must not apply to that portion of progress payments attributable to bond premiums.

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

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

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

(End of clause)

Solicitation Provisions & Information

Award Type

It is anticipated that a firm-fixed price purchase order (contract) will be awarded as a result of this synopsis/solicitation. The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Organized Site Visit

Contractors may visit the site independently or arrange a visit with the technical point of contact during normal duty hours:

Name: Ken Bigelow
E-mail: kenneth.bigelow@usda.gov
Telephone: 509.664.9234

Questions about the project area and the Lake Wenatchee area should be directed to the Wenatchee River Ranger District during normal duty hours by contacting:

Wenatchee River Ranger District
600 Sherbourne St
Leavenworth, WA 98826
(509) 548-2550

Evaluation and Basis for Award

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

FAR 52.212-1 is amended as follows:

(a) *Submission of quotations*. Submit quotations via email to Eric Oldenkamp at eric.oldenkamp@usda.gov. Quotations must be received via email before 1000 Pacific Daylight Time on 23 July 2026. As a minimum, quotations shall identify the solicitation number, company name, Unique Entity Identifier (UEI) number, address, email, telephone number, and provide the following in a word document, excel spreadsheet or PDF (attachment 13 may be used to provide the quote):

(1) Acknowledge Amendments - if solicitation amendments are posted to https://sam.gov, then the Quoter shall acknowledge receipt of amendments to the solicitation, giving number and date of each;

(2) Responses to provisions that require the Quoter's completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM));

(3) Pricing - provide unit pricing and extended totals for each line item on the schedule;

(4) Past Experience - provide information from experience of work performed in the past 5 years that involved trail bridge or road bridge construction. If the Quoter doesn't have any trail/road bridge projects, then the quoter should submit their three most relevant projects in the last 5 years. The experience should be projects that best demonstrate services that are similar in scope and complexity to the work described in the solicitation. The information provided should include the customer's name, contract number (if applicable), telephone number, email, performance dates, project value, and a description detailing the project's scope and complexity. For work performed as a subcontractor, state the work performed and the value of the subcontract in relation to the overall project value.

(b) *Submission of a Bid Bond.* A Bid Bond (20%) will be required of Quoters whose total priced quote exceeds $150,000 (see List of Attachments for copy of the SF-24 Bid Bond Form to be submitted with your initial quote).

(c) *Multiple or alternative quotations*. Quoters are encouraged to submit multiple quotations presenting alternative terms and conditions, including alternative line items, or alternative commercial items/services for satisfying the requirements of this solicitation. Each quote submitted will be evaluated separately.

(d) *Issuance of an award*. Quotations should contain the Quoter's best technical and price terms. The Contracting Officer may reject any or all quotations. The Contracting Officer may issue an award to other than the Quoter with the lowest priced quotation. After the evaluation of quotations, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing any award. The Contracting Officer will not negotiate with any Quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR part 15.

(e) *Requests for information*. The contracting officer will not directly notify unsuccessful Quoters that responded to this solicitation; award information will be posted to https://sam.gov.

(f) *Debriefings*. If a post-award debriefing is given to requesting quoter, the Government will disclose the following information via letter, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Quoter's quote.

(2) The overall evaluated cost or price and technical rating of the successful Quoter and the debriefed Quoter and past performance information on the debriefed Quoter.

(3) The overall ranking of all Quoters 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 Quoter.

(6) Reasonable responses to relevant questions posed by the debriefed Quoter as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(g) *Questions concerning solicitation*. Direct questions regarding this solicitation to Eric Oldenkamp via e-mail eric.oldenkamp@usda.gov.

(h) *Evaluation.* The Government will offer an award resulting from this solicitation to the responsible Quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The following factors shall be used to evaluate quotes:

(1) Pricing;

(2) Past Experience and Past Performance - The evaluation will be based on each quoter's response to the information requested in the submission instructions. The Government may also consider other sources of past performance information including, but not limited to, Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), references, U.S. Forest Service records, and other online research. In determining strengths and weaknesses, the Government will consider the following for each project:

(i) The extent of projects that are similar or greater in scope and complexity, for example:

- Mountain Stream Dewatering: Documented experience executing stream dewatering and aquatic wildlife/fish salvage operations within sensitive high-altitude or steep-gradient mountain environments.

- Prestressed Concrete Decked Bulb Tee Bridges: Previous successful construction of bridges utilizing prestressed concrete decked bulb tee bridge girders.

- Prestressed Concrete Slab Installation: Direct field experience managing and executing prestressed concrete slab installations for bridge structures.

- Micropile Foundation Construction: Demonstrated technical proficiency in drilling, placing, grouting, and testing deep foundation micropile installations.

- Precast Concrete Grade Beams: Proven bridge construction experience handling, aligning, and securing precast concrete grade beam assemblies.

- Stream Channel Construction: Documented experience in natural stream channel construction, identify previous channel construction experience utilizing rock weirs, riffles, rootwads, and organic materials.

(ii) The number of confirmed positive performance evaluations, which will be based on the quality of the quoter's work, customer satisfaction, timeliness during performance, and overall business relations.

(End of Provision)

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

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☒ 52.219-2 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)
☒ 52.223-4 Recovered Material Certification (May 2008)
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
☐ Alternate I (May 2014) of 52.225-10

☒ 52.228-1 Bid Guarantee (Sep 1996)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.233-2 Service of Protest (Sep 2025)

AGAR Provisions

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

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

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

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

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

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

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

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

(End of Provision)

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

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

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

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

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

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

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

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

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

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