REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140L5726Q0023	06/26/2026	0044051259		

5a. ISSUED BY BLM UT-STATE OFC ADM SVCS BR(UT952)
440 WEST 200 SOUTH, SUITE 500
SALT LAKE CITY UT 84101

6. DELIVER BY *(Date)*: 60 Days After Receipt of Order

7. DELIVERY: [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Mark Renforth	801	908-5005

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE: BLM-UT CANYON COUNTRY DISTRICT

b. STREET ADDRESS: 82 E DOGWOOD

c. CITY: MOAB

d. STATE: UT

e. ZIP CODE: 84532

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 07/09/2026 1500 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	KANE CREEK REC SITES GRAVEL				
00010	1-1/2 Untreated Base				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE AREA CODE NUMBER

c. TITLE *(Type or print)*

Request for Quotation
140L5726Q0023
Kane Creek Moab Rec sites Gravel

Type of Contract: Supplies, Firm Fixed Priced (FFP), Single Award Contract
Place of Performance: Moab, UT
Period of Performance: 60 days after NTP.

NAICS: 237990 **SIZE STD: $45 mil** **SET-ASIDE: Total Small Business**

Bureau of Land Management Contacts	Contracting Officer (CO)	Contract Specialist (Primary POC)
Name:	**Daniel Walker**	**Mark Renforth**
Email:	**Daniel_walker@ios.doi.gov**	**Mark_renforth@ios.doi.gov**

Quote Submittal Information:

Questions Due Date: July 1, 2026 by 1:00 PM Mountain Time
All questions must be submitted in writing via email to Mark_renforth@ios.doi.gov with subject line: RFQ 140L5726Q0023 – Kane Creek Moab Rec Sites - Gravel. No questions will be accepted via phone calls.

Quote Due Date: July 9, 2026 by 3:00 PM Mountain Time via email to Mark_renforth@ios.doi.gov. *(See Quotation Submittal below)*

Basis For Award: Quotes will be evaluated using a LPTA approach under FAR Part 13. *(See Basis for Contract Award below)*

SOLICITATION NO: 140L5726P0023
PROJECT DESCRIPTION: Kane Creek Moab Rec sites Gravel

GENERAL

(a) The Bureau of Land Management (BLM) is seeking quotations for supplies listed in the SOW and as attached in the accompanying documentation (see attachments). The BLM intends to conduct this acquisition by use of simplified acquisition procedures in accordance with FAR Part 13. A single contract award will be made to the responsible quoter whose quotation represents the best value in accordance with the evaluation methodology outlined in the "basis for contract award."

(b) To assure timely and equitable evaluation of quotations, respondents are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete quote. Respondents are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and any stated technical requirements. Failure to adhere to solicitation requirements, at the time of submission, may result in a respondent's quote being deemed unacceptable to the Government and the respondent may be eliminated from award consideration. **It is the responsibility of respondents to ensure their quote is received by the Government at the designated due date and time.**

(c) Quoters are cautioned to submit adequate information to enable the Government to fully ascertain each respondent's capability to perform the requirements in accordance with the requirements of the request for quotation (RFQ).

(d) If a respondent believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the respondent shall immediately notify the contracting officer via email with supporting rationale prior to the question deadline specified on the cover page of this document.

(e) This RFQ does not commit the Government to any costs incurred during the preparation and submission of quotes or for any other costs incurred by any firm submitting a quote in response to this solicitation. Note specifically that the respondent will **not** be participating in a sealed bid procurement process. Issuance of this RFQ does not constitute an award commitment on behalf of the Government.

(f) Quotations must be valid for a **minimum of 60 days**.

(g) Respondents must complete and maintain an active registration in the System for Award Management (SAM) at SAM.gov prior to close of solicitation. The Government will obtain representations and certifications through this system.

System Considerations Be aware that system updates may lag behind policy changes:

- **SAM Representations:** Entities are still required to complete certain representations in SAM that are not included in agency solicitations, including 52.223-22.
- **Impact on Agencies:** Agencies will not consider these representations in award decisions, and entities are not required to update their registrations to remove them.

(h) All questions should be emailed directly to the contracting office primary POC by the deadline listed on the first page of this document. Only written questions will be considered and responded to by the Government. Responses to questions will be posted as an amendment to the solicitation. Respondents shall not contact any Government personnel related to this requirement other than contracting office personnel.

QUOTATION SUBMITTAL

Quotes must be in accordance with and in the order detailed in this section. Quotes must be submitted via email to the contract specialist and contracting officer by the due date and time specified on the cover page of this document.

REQUIRED DOCUMENTATION

Respondents shall submit the following information in response to this RFQ:

1) Short Cover Letter:

- **a.** Company name, address, DUNS, SAM Unique Entity Identifier (UEI) number, and phone number
- **b.** Point of contact for individuals within the company (phone number and email address)
- **c.** A statement that the quote is valid for **60 days**.
- **d.** A response to the following questions:

i. Judgments, Claims, and Lawsuits: Are there any judgments, claims, and/or lawsuits pending or outstanding against or involving entity or partners comprising your entity?
- No ___, Yes ___. If "Yes," submit details of all judgments or claims against either parent office or division/branch that will be responsible for the accomplishment of this project on a separate sheet.

ii. Is your entity or partners comprising your entity under suspension or debarment by any Federal, state or local agency, or been terminated on any past projects (Federal or others)?
- No ___, Yes ___. If "Yes," submit details on a separate sheet.

e. Answers to the following statement: IAW FAR 52.204-26, the Offeror represents that it **[ ] does, [ ] does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it **[ ] does, [ ] does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

i. **PLEASE NOTE**, responses of **"does"** require additional information to be submitted as outlined in FAR 52.204-26 and 52.204-24 of the provisions section within this solicitation.

2) Sign Standard Form (SF) 18, Solicitation/Contract/Order for Commercial Items. Please complete blocks 8 (a) through ((f), 11. (e) and (f) for each Line Item, 13 (a) Through (f), 14, and 15. An official having the authority to contractually bind the quoter's company must sign the SF 18 in accordance with the procedures prescribed in the Federal Acquisition Regulation Subpart 4.102.

3) Acknowledgement of Amendments: Acknowledge all solicitation amendments (if issued by the Government) by signing and returning all individual SF30s with your quote.

4) Provide Commercial Quote Schedule

5) Technical Package – see evaluation factors below. Quoters must ensure that no pricing information is displayed in the technical volume.

BASIS FOR CONTRACT AWARD

The Government anticipates awarding a firm-fixed price supplies contract to a registered/certified small business concern, using FAR Part 13 Simplified Acquisition Procedures. The Government contemplates a single award contract resulting from this solicitation. Quotes will be evaluated using a LPTA approach. Award will be made to the responsible quoter whose quote conforms with all solicitation requirements to include terms and conditions, representations & certifications, technical requirements, and also provides the lowest total price.

Quotes will be evaluated using the criteria listed in this section. Noncompliance with the Request for Quote (RFQ) requirements may be grounds to eliminate the quote from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A quote that is orderly and sufficiently documented will enable the Government to perform a thorough and fair evaluation.

After solicitation closing, the Contracting Officer will conduct quote compliance review for determination of basic quote adequacy prior to providing commencing evaluation. Failure to provide a complete quote identified in the solicitation may result in the quote being removed from further consideration for award.

EVALUATION FACTORS FOR CONTRACT AWARD

TECHNICAL

Factor 1: Technical Acceptability (Pass/Fail)

To be rated Acceptable, the offeror's quote must demonstrate that it meets or exceeds all of the following requirements. Failure to meet any one of these standards will result in the quote being rated Unacceptable and ineligible for award.

1.1 Material Compliance

The offeror must demonstrate the ability to furnish material that meets the gradation requirements specified in Sections 2.2 and 2.3 of the Statement of Work. At a minimum, the quote must include:

- Identification of the proposed material source(s), and
- Recent sieve analysis test results (ASTM C136) demonstrating compliance with the specified gradations, or
- A clear statement that the offeror will provide current test results from an independent laboratory for Contracting Officer approval prior to delivery.

1.2 Delivery Capability
The offeror must demonstrate the ability to deliver and unload the required quantities of material at the various sites in the Kane Creek Corridor near Moab, UT. Within the 60-day period of performance. The quote must address:

- Availability of suitable delivery vehicles (end-dump trucks preferred), and
- Capability to coordinate deliveries and unload material in areas designated by the COR.

1.4 Understanding of Requirements
The quote must demonstrate a clear understanding of the scope of work, including the division of responsibilities (Contractor delivers and unloads material).

Factor 2: PRICE

Price will be evaluated for reasonableness and completeness. The total evaluated price will include the prices for Items 1 and 2 and the lump sum price for Item 3. Award will be made to the lowest-priced technically acceptable quote that is determined to be fair and reasonable.

STATEMENT OF WORK (SOW)

Gravel Supply, Hauling, and Delivery (Dumping Only)

Various Recreation Sites – Kane Creek Area

Near Moab, Utah

July 2026

1.0 DESCRIPTION OF WORK

A. Contractor shall furnish all labor, equipment, supplies, materials, and incidentals necessary to supply, haul, and deliver approximately 189 tons total of 1-1/2" "State Spec" untreated base course (UTBC) to locations in the Kane Creek area along the Colorado River near Moab, Utah designated by the Contracting Officer's Representative (COR). The Contractor shall dump the material at the designated locations. Spreading, leveling, and compaction of the material will be performed by Government (BLM) personnel. The work supports repair and maintenance of existing gravel parking and campground surfaces at the following recreation sites:

- Moab Rim parking area: 2.9 miles west of Moab, Utah (38.55875° N, 109.58308° W)
- Kings Bottom campground: 3.1 miles west of Moab, Utah (38.55769° N, 109.58409° W)
- Moonflower Canyon parking area: 3.3 miles west of Moab, Utah (38.55432° N, 109.58694° W)

B. The Contracting Officer's Representative (COR) will designate specific placement locations and approximate quantities at each site prior to or at Notice to Proceed.

C. Delivery Coordination: The Contracting Officer's Representative (COR) will determine the delivery schedule to align with project needs, site conditions, and public use of the recreation areas. The Contractor shall coordinate all deliveries with the COR and shall deliver material only on the dates and during the time windows approved by the COR. The Contractor shall not transport material to the sites without obtaining prior approval from the COR for each delivery date and quantity.

D. Period of Performance: Sixty (60) calendar days from Notice to Proceed (NTP).

2.0 GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

There are no Government-furnished materials or equipment under this contract. The Contractor shall furnish all materials, equipment, labor, and incidentals required to complete the work.

3.0 CONTRACTOR REQUIREMENTS

3.1 Materials

Material shall conform to the following sieve analysis for 1-1/2" untreated base course. Any requested exception to the gradation must be submitted in writing and approved by the Contracting Officer prior to delivery.

Sieve Size	% Passing (by Weight)
1-1/2"	100
1"	90 – 100
3/4"	70 – 85
1/2"	65 – 80
3/8"	55 – 75

#4	40 – 65
#16	25 – 40
#200	7 – 11

3.2 Dumping of Material

The Contractor shall dump the material at the specific locations designated by the COR. The Contractor is not responsible for spreading, leveling, grading, or compacting the material. Spreading, leveling, and compaction will be performed by Government (BLM) personnel after delivery.

3.3 Access, Equipment, and Site Conditions

Contractor may access all sites to the extent required to perform the work Monday–Thursday, 7:30 a.m. to 5:00 p.m., excluding Federal holidays.. Only the Kings Bottom site has adequate turnaround areas for belly-dump-style vehicles at all locations.

Contractor Responsibility: Due to the nature of the access roads and site conditions, the Contractor is solely responsible for selecting and deploying equipment capable of safe and effective delivery and dumping without causing damage to roads, vegetation, drainage features, or existing site improvements. Belly-dump trailers are frequently unsuitable due to limited turnaround areas; end-dump or tandem-axle trucks are typically required. The Contractor shall repair, at its sole expense, any damage to access roads, Government property, or site features caused by its operations or equipment.

3.4 Site Protection, Dust Control, and Public Use Coordination

The Contractor shall take all reasonable precautions to protect existing vegetation, biological soil crusts, wildlife habitat, cultural resources, and site amenities (signs, picnic tables, fire rings, etc.). Dust generation shall be minimized; the Contractor shall provide water for dust abatement from an approved source if conditions require. Work shall be coordinated daily with the COR to minimize disruption to public visitors and campground users. The Contractor shall not block access routes or create safety hazards for the public. Upon completion of work at each site, all areas shall be left in a clean, safe, and graded condition free of debris, equipment, and excess material.

4.0 MEASUREMENT AND PAYMENT

4.1 Bid Schedule

Payment will be made on a unit-price basis for the following item:

Item No.	Description	Unit	Qty	Unit Cost ($)	Total Cost ($)
1	1-1/2" UTBC (material supply + hauling + delivery/dumping)	Ton	189		
	TOTAL				$_____

4.2 Basis of Payment

Measurement of pay items shall be as listed in the bid schedule. Payment will be made only for material actually delivered to and accepted at the project sites and dumped at the locations designated by the COR. Tonnage for payment purposes shall be substantiated by original certified weight tickets from a public scale or a supplier scale approved in advance by the COR. The Contractor shall provide weight tickets to the COR with each delivery or as otherwise directed. The Government will not pay for material

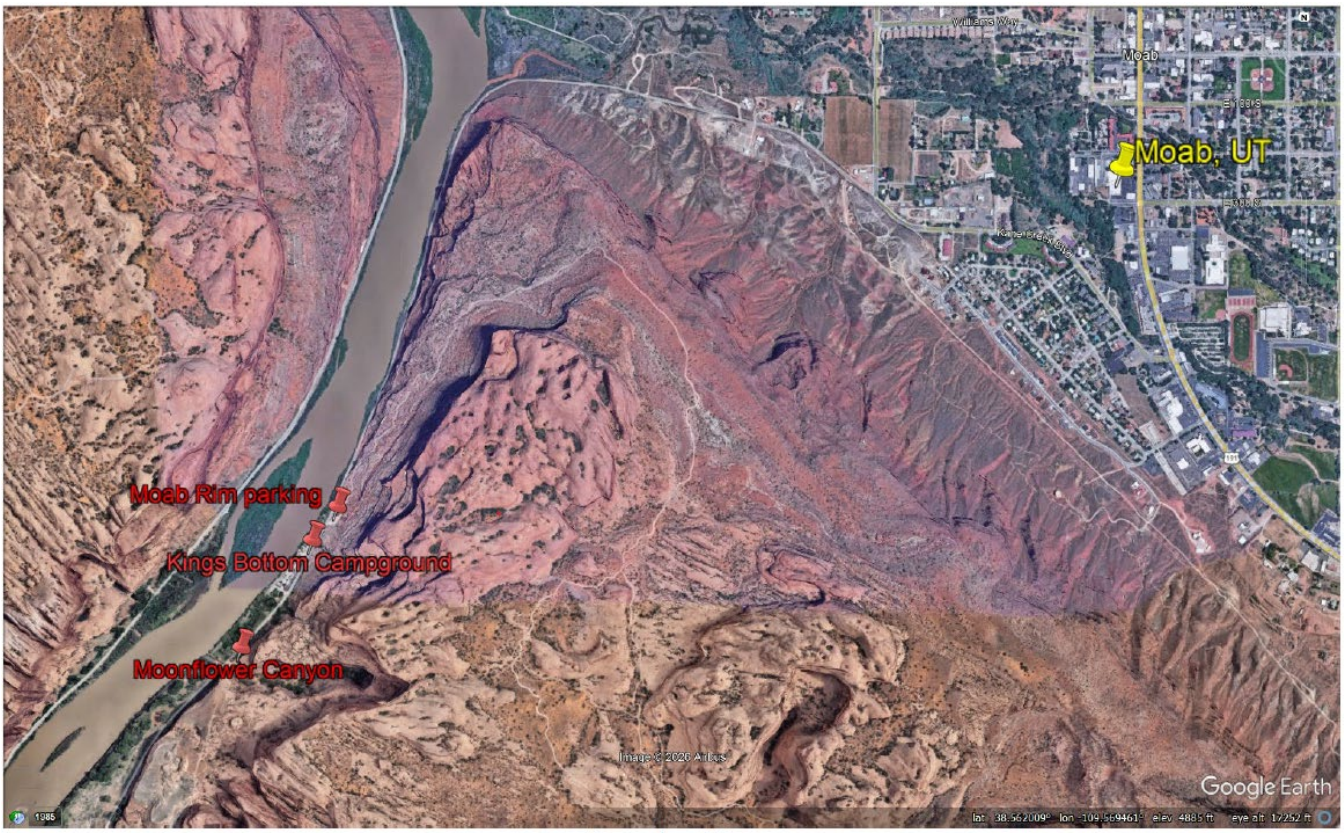
that is rejected for non-conformance with specifications or not delivered/dumped at the designated sites. Final accepted quantity may vary from the estimated 189 tons based on actual field conditions and COR direction.

5.0 ATTACHMENTS

Attachment A – Location Map (to be provided – shows site locations and access routes)

Note to Offerors: *Offerors are strongly encouraged to conduct a site visit prior to submitting a quotation to assess access road conditions, turnaround limitations, and designated dumping locations at each recreation site. All sites are currently open to the public and do not require coordination with the COR to visit.*

— END OF STATEMENT OF WORK —



Location Map

Clauses

FAR 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (RFO DEVIATION MAR 2026).

FAR 52.204-19, Incorporation by Reference of Representations and Certifications. (DEC 2014)

---Addendum to 52.212-4---

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)
Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is:

https://www.ipp.gov.

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

Contractor's Commercial Invoice

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

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

(End of Local Clause)

DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (RFO DEVIATION MAR 2026).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
Federal Acquisition Regulation: https://www.acquisition.gov/far
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of clause)

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

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

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

--- End of Addendum to 52.212-4---

FAR 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023).

FAR 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (RFO DEVIATION MAY 2026).

FAR 52.219-6 Notice of Total Small Business Set-Aside (RFO DEVIATION JAN 2026)(15 U.S.C. 644).

FAR 52.219-28 Post Award Small Business Program Representation (RFO DEVIATION JAN 2026) (15 U.S.C. 632(a)(2)).

FAR 52.219-33, Nonmanufacturer Rule (RFO DEVIATION JAN 2026) (15U.S.C. 637(a)(17)).

FAR 52.222-19, Child Labor-Cooperation with Authorities and Remedies (RFO DEVIATION MAY 2026).

FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act ((RFO DEVIATION MAY 2026) (E.O. 13496).

FAR 52.222-50 Combating Trafficking in Persons (RFO DEVIATION MAY 2026) (22 U.S.C. chapter 78 and E.O. 13627).

FAR 52.225-1 Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

[X]**FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAR 2026) (E.O. 13513).

[X]**FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).**

FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (RFO DEVIATION MAR 2026).

FAR 52.240-91 Security Prohibitions and Exclusions (RFO DEVIATION MAR 2026).

Contract Documents, Exhibits, or Attachments

Provisions

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

FAR 52.219-1 Small Business Program Representations (RFO DEVIATION MAY 2026).

FAR 52.222-3 Convict Labor (RFO DEVIATION MAY 2026).

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FAR 52.222-36, Equal Opportunity for Workers with Disabilities (RFO DEVIATION MAY 2026) (29 U.S.C. 793).

---Addendum to 52.212-1---

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (RFO DEVIATION MAR 2026).

DIAR 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)
(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend: "The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
Federal Acquisition Regulation: https://www.acquisition.gov/far
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

---End of Addendum to 52.212-1---

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (RFO DEVIATION MAR 2026).
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Technical Acceptability and Price

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

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

(End of provision)

---Addendum to 52.212-2---

FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors (RFO DEVIATION MAY 2026).

---End of Addendum to 52.212-2---