SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: 0044056005

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140R6026Q0130

6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Melissa Parkison

b. TELEPHONE NUMBER *(No collect calls)*: 8015243879

8. OFFER DUE DATE/ LOCAL TIME: 08/27/2026 1200 MD

9. ISSUED BY CODE R60

Bureau of Reclamation
Missouri Basin Regional Office
2021 4th Avenue North
Billings MT 59101

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333120

SIZE STANDARD: 1,250

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011285718

See Schedule

16. ADMINISTERED BY CODE R60

See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Bureau of Reclamation Missouri Basin Regional Office 2021 4th Avenue North Billings MT 59101 USA DELIVER TO: Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED. ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Alicia Dunn

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Bureau of Reclamation-GP-WYAO Wyoming Area Office - Warehouse 205 Chamberlain Road Mills WY 82644 US Please see attached documentation for complete solicitation. Delivery: 09/30/2026				
00010	Pontoon Mounted Dredge Product/Service Code: 1955 Product/Service Description: DREDGES	1	EA		
00020	Booster Pump Product/Service Code: 1955 Product/Service Description: DREDGES	1	EA		
00030	Spare Parts for Dredge Pump Product/Service Code: 1955 Product/Service Description: DREDGES	1	EA		
00040	Extra Hose Product/Service Code: 4720 Product/Service Description: HOSE AND FLEXIBLE TUBING	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

COMBINED SYNOPSIS/SOLICITATION
WY Mini Dredge Equipment for Anchor Dam
Solicitation No. 140R6026Q0130

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

Solicitation No. 140R6026Q0130 is issued as a request for quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through **Federal Acquisition Circular FAC 2026 – 01 Effective 3/13/2026.** The NAICS: 333120 – *Construction Machinery Manufacturing* with an associated small business size standard of 1,250 employees. This will be a total small business set-aside.

Scope of Work

Bureau of Reclamation, Wyoming Area Office (WYAO) is seeking bid solicitation from supplier for Pontoon Mounted Mini Dredge Equipment. Materials required are listed below in Required Salient Characteristics.

Objectives

Supplies required no later than September 30, 2026

Quotation Due Date

All quotations must be submitted via email to melissa_parkison@ios.doi.gov no later than noon, MDT, August 27, 2026. For information or questions regarding this Request for Quotation, please contact the Contract Specialist at melissa_parkison@ios.doi.gov.

Required Salient Characteristics

Pontoon Mounted Mini Dredge Equipment

- **Pontoon Mounted Dredge** (equivalent to or better than a Piranha Pump 135E)
  - Two pumps attached to the pontoon, one dredge pump and one agitator pump
  - 3”x20’ suction hose provided with quick disconnect male/female connections
  - 3”x25’ discharge hose with floats provided with quick disconnect male/female connections
  - Can accommodate dredging depth of up to 14 feet
  - Operating the dredge suction hose and agitator discharge hose will be done manually with a pole
    - A strainer head with openings no larger than 1.5 inch will be attached to the end of the dredge suction hose
    - The dredge suction strainer head will have an integrated multi-port water jet nozzle attached to the agitator pump discharge hose
    - The integrated suction strainer/water jet nozzle will be attached to the pole used by the dredge operator

- For the dredge pump:
  - Minimum 8 horsepower, 4 cycle engine
  - Self priming
  - 3” suction for use of quick disconnect male/female couplings
  - 3” discharge for use of quick disconnect male/female couplings
  - Impeller that is high chrome iron, semi open, clog resistant
  - Stainless steel wear plate
  - Cast iron volute casing
  - Silicone carbide mechanical seal
  - Can withstand solids up to 1.5 inches
  - Weighs no more than 170 pounds
  - Minimum fuel tank capacity of 1.5 gallons
  - Minimum run time of 3 hours per full tank of gas
  - Must be able to maintain approximately 165 gpm at approximately 60 feet of Total Dynamic Head
- For the agitator pump:
  - Minimum 5.5 horsepower, 4 cycle engine
  - Self priming
  - 1.5” suction for use of quick connection male/female couplings
  - 1” discharge for use of quick connection male/female couplings
  - Aluminum impeller
  - Cast iron volute
  - Silicon carbide mechanical seal
  - Weighs no more than 80 pounds
  - Minimum fuel tank capacity of 1 gallon
  - Minimum run time of 3 hours per full tank of gas
    Must be able to maintain approximately 80 gpm at approximately 100 feet of Total Dynamic Head
  - The agitator pump suction hose will be at least 4 feet long with a suction screen with openings no larger than 1/8 inch
- For the pontoon float:
  - Tubular steel base and upper structure with urethane powder coated finish
  - Modular flotation pontoons with high density polyethylene, foam filled, UV & chemical resistant with stainless steel fasteners
  - Swamp capacity of 796 lbs or greater
  - Total weight of 395 lbs or less
  - Rough dimensions to match: 7’1” L x 4’9” W x 3’9” H Draft: 10 inches
    - To fit within a truck bed or small trailer

- Booster pump
    - Minimum 8 horsepower, 4 cycle engine
    - Self priming
    - 3” suction for use of quick disconnect male/female couplings
    - 3” discharge for use of quick disconnect male/female couplings
    - Impeller that is high chrome iron, semi open, clog resistant
    - Stainless steel wear plate
    - Cast iron volute casing
    - Silicone carbide mechanical seal
    - Can withstand solids up to 1.5 inches
    - Weighs no more than 170 pounds
    - Minimum fuel tank capacity of 1.5 gallons
    - Minimum run time of 3 hours per full tank of gas
    - Must be able to maintain approximately 165 gpm at approximately 60 feet of Total Dynamic Head

- **Spare parts list for dredge pump:**
    - Impeller x1
    - Inner Casing x1
    - Wear Plate x1
    - Mechanical Seal x1
    - Casing cover o-ring x1
    - Inner casing o-ring x1
    - Drain plug kit x1

- **Extra hose:**
    - Six 100 foot sections of 3” PVC lay flat discharge hose with quick disconnect male/female couplings for 600 feet
    - Seven 25 foot sections of 3” suction/discharge hose with floats with quick disconnect male/female couplings for 175 feet
        - For applications requiring combined vacuum, high working pressures, and increased flexibility
        - Constructed with cold weather PVC, ridged PVC helix, synthetic braiding, smooth bore, and corrugated O.D.

COMBINED SYNOPSIS/SOLICITATION
WY Mini Dredge Equipment for Anchor Dam
Solicitation No. 140R6026Q0130

Required Performance Specifications

The delivery location is:

205 Chamberlain Rd.
Mini Dredge Equipment for Anchor Dam
Mills, WY 82644

Delivery will be conducted during business hours, Monday through Friday 8:00 AM to 4:00 PM. Contact Krista Sickert-Bush (ksickertbush@usbr.gov) with time truck will be arriving at least three days before arrival. No deliveries on federal holidays.

Warranty

All supplied items shall be warranted free of material defects for one year from the date of delivery. Repair or replacement of defective materials will be completed by the contractor at no cost to the government during the warranty period.

Pricing

Pricing shall include all costs, including delivery and possible tariffs.

CLIN	Description/mfg # (Required)	QTY	Unit of Measure	Price Per Unit	Total
10	Pontoon Mounted Dredge	1	EA		
20	Booster Pump	1	EA		
30	Spare Parts for Dredge Pump	1	EA		
40	Extra Hose	1	EA		
			Total Direct Cost		

All quotations must be submitted via email to melissa_parkison@ios.doi.gov no later than noon, MDT, August 27, 2026. For information or questions regarding this Request for Quotation, please contact the Contract Specialist at melissa_parkison@ios.doi.gov.

COMBINED SYNOPSIS/SOLICITATION
WY Mini Dredge Equipment for Anchor Dam
Solicitation No. 140R6026Q0130

Clauses

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): FAR Clauses - https://acquisition.gov/far/

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.203-17	Contractor Employee Whistleblower Rights	(Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(Jan 2017)
52.204-13	System for Award Management Maintenance.	(Deviation Mar 2026)
52.204-19	Incorporation by Reference of Representations and Certifications	(Deviation Mar 2026)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	(Deviation May 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	(Deviation May 2026)
52.212-1	Instructions to Offerors – Commercial Products and Commercial Services	(Deviation Mar 2026)
52.212-4	Terms and Conditions – Commercial Products and Commercial Services	(Deviation Mar 2026)
52.219-6	Notice of Total Small Business Set-Aside	(Deviation Jan 2026)
52.219-28	Post award Small Business Program Representation	(Deviation Jan 2026)
52.222-3	Convict Labor	(Deviation May 2026)
52.222-19	Child Labor-Cooperation with Authorities and Remedies	(Deviation May 2026)
52.222-35	Equal Opportunity for Veterans	(Deviation May 2026)
52.222-36	Equal Opportunity for Workers with Disabilities	(Deviation May 2026)

52.222-37	**Employment Reports on Veterans**	**(Deviation May 2026)**
52.222-40	**Notification of Employee Rights Under the National Labor Relations Act**	**(Deviation May 2026)**
52.222-50	**Combating Trafficking in Persons**	**(Deviation May 2026)**
52.222-90	**Addressing DEI Discrimination by Federal Contractors**	**(Deviation April 2026)**
52.223-23	**Sustainable Products and Services**	**(May 2024)**
52.226-7	**Drug-Free Workplace.**	**(May 2024)**
52.227-1	**Authorization and Consent**	**(Jun 2020)**
52.226-8	**Encouraging Contractor Policies to Ban Text Messaging While Driving**	**(Deviation Mar 2026)**
52.232-33	**Payment by Electronic Funds Transfer – System for Award Management**	**(Oct 2018)**
52.232-39	**Unenforceability of Unauthorized Obligations.**	**(Jun 2013)**
52.232-40	**Providing Accelerated Payments to Small Business Subcontractors**	**(Mar 2023)**
52.233-1	**Disputes**	**(May 2014)**
52.233-3	**Protest after Award**	**(Aug 1996)**
52.233-4	**Applicable Law for Breach of Contract Claim**	**(Oct 2004)**
52.240-91	**Security Prohibitions and Exclusions**	**(Deviation Apr 2026)**
52.242-13	**Bankruptcy**	**(Jul 1995)**
52.249-2	**Termination for Convenience of the Government (Fixed-Price)**	**(Apr 2012)**
52.249-8	**Default (Fixed-Price Supply and Service)**	**(Apr 1984)**
52.252-6	**Authorized Deviations in Clauses**	**(Nov 2020)**

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.

It is in the best interest of the contractor to also submit an electronic copy of the IPP invoice to melissa_parkison@ios.doi.gov prior to the invoice being submitted to IPP. Failure to email the invoice may cause significant delay or possible rejection of your payment request.

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.

i. Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

ii. A written notice of award or acceptance of an offer, mailed or otherwise 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.

PROVISIONS

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

COMBINED SYNOPSIS/SOLICITATION
WY Mini Dredge Equipment for Anchor Dam
Solicitation No. 140R6026Q0130

Provision Number	Provision Title	Provision Date
52.203-18	**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation**	**(Jan 2017)**
52.204-7	**System for Award Management**	**(Deviation Mar 2026)**
52.209-2	**Prohibition on Contracting with Inverted Domestic Corporations – Representation**	**(Nov 2015)**
52.219-1	**Small Business Program Representations**	**(Deviation Feb 2026)**
52.252-5	**Authorized Deviations in Provisions**	**(Nov 2020)**

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) The Government will not enter into a contract with any corporation that–

(1)Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(3) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(4) The Offeror represents that–

a. It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

COMBINED SYNOPSIS/SOLICITATION
WY Mini Dredge Equipment for Anchor Dam
Solicitation No. 140R6026Q0130

52.212-2 Evaluation—Commercial Products and Commercial Services (Deviation Mar 2026)

i. 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 shall be used to evaluate offers:

To be considered for award, pricing of ALL line items in the price schedule shall be quoted and technical specification sheets shall be provided. Technical and past performance, when combined, are of less importance than price.

Factor 1: Technical – Provide specification sheets for all materials proposed. Failure to provide any of these required items may be cause to determine the quotation non-responsive.

Factor 2: Past Performance – Provide a list of previous Federal, State, or Local Government supply projects similar in scope to the supplies required under this solicitation from the past 5 year to clearly demonstrate the quoters ability to successfully provide the supplies in this solicitation. Any and all knowledge and information in the possession of the Contracting Officer will be used to evaluate the quality of past performance, including references provided by the quoter. In addition, CPARS and any other Past Performance database information may be used. Offerors lacking relevant past performance history will receive a neutral rating.

Factor 3: Price – Please complete the **Price Schedule. Failure to complete all line items on the Price Schedule may be cause to determine the quotation as non-responsive.** **Note:** Please ensure the Price Schedule is mathematically correct, without error(s).

ii. Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

iii. A written notice of award or acceptance of an offer, mailed or otherwise 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.

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.

"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.

The Government reserves the right to not make award.
The Government intends to only make one award.