

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER		PAGE 1 OF 14	
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 140L5726Q0033
			6. SOLICITATION ISSUE DATE 09/22/2026
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Tori Blunt Mayes	
		b. TELEPHONE NUMBER (No collect calls) 4357814445	
9. ISSUED BY BLM UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101		10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00% FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 111940 ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A) \$2.5 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)	
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 Delta WH&B Facility 600 North 400 West	
16. ADMINISTERED BY See Schedule		17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐		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
	ADMINISTERED BY: BLM UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101 US DELIVER TO: BLM-UT UTAH STATE OFFICE* 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. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ☒ 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) Tori Blunt Mayes	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101 US				
	WH&B Delta Hay				
00010	Weed-Free Alfalfa Hay in accordance with attached specifications	650	TN		
00020	Weed-Free Grass Hay in accordance with attached specifications	50	TN		

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)

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS



Request for Quotation
140L5726Q0033
WH&B Delta Facility Hay

Type of Contract: Supplies, Firm Fixed Priced (FFP), Single Award Contract

Place of Performance: Millard, UT

Period of Performance: Award – November 30, 2026.

NAICS: 111940

SIZE STD: \$2.5M

SET-ASIDE: Total Small Business

Bureau of Land Management Contacts	Contracting Officer (CO)	Contracting Officer's Representative (COR)
Name:	Tori Blunt Mayes	Carey McClellan
Email:	tbluntmayes@ios.doi.gov	clmccl@blm.gov

Quote Submittal Information:

Questions Due Date: September 30, 2026, by 5:00 PM Mountain Time

All questions must be submitted in writing via email to tbluntmayes@ios.doi.gov with subject line: RFQ 140L5726Q0033 WH&B Delta Facility Hay. No questions will be accepted via phone calls.

Quote Due Date: October 7, 2026, by 5:00 PM Mountain Time via email to tbluntmayes@ios.doi.gov. (See Quotation Submittal below)

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

SOLICITATION NO: 140L5726Q0033
PROJECT DESCRIPTION: WH&B Delta Facility Hay

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](https://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 and paragraph (t) of 52.212-3.
- **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**.

SOLICITATION NO: 140L5726Q0033
PROJECT DESCRIPTION: WH&B Delta Facility Hay

- 2) Sign Standard Form (SF) 1449, Solicitation/Contract/Order for Commercial Items. Please complete blocks 17a, 21, 22, 23, 24, 30a, 30b, and 30c. An official having the authority to contractually bind the quoter's company must sign the SF 1449 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 an 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

Technical Evaluation: Submit information on Hay being provided. Must meet specifications below.

PRICE

The proposed price will be evaluated for price reasonableness.

SPECIFICATIONS

The Bureau of Land Management (BLM) Wild Horse and Burro Facility in Delta, Utah needs 650 tons of weed-free alfalfa hay and 50 tons of grass hay prior to November 30, 2026.

HAY SPECIFICATIONS

Hay must:

1. Be from the 2026 harvest and be domestically grown
2. Be leafy, green, well cured, properly stored and free of dust, mold, heating, and weeds.
3. Be barn stored or covered with hay tarps. Any hay must be free from any weather-related damage and should not contain anything other than Alfalfa for 3'X4'x8' bales and anything other than grass for the small two or three string bales.
4. Alfalfa hay will be 3' x 4' x 8' bales and Grass hay will be 2 or 3 string small bales. The hay bales must be nicely baled and uniform to allow for safe stacking. No broken bales.

Any hay rejected by the BLM will be removed at Contractor's expense.

CERTIFIED WEIGHT TICKETS

Tonnage will be established at the Contractor's facility prior to shipment and confirmed in writing. The total weight shipped by the Contractor will be confirmed by the Contracting Officer's Representative (COR). A State Certified Weight Ticket will be provided to the COR.

PLACE OF DELIVERY

The hay will be delivered, unloaded, and stacked by the Contractor at the following location:

Delta Wild Horse and Burro Facility
600 North 400 West
Delta, Utah 84624
Point of Contact: Carey McCellan, COR (435) 253-1651

TIME FRAMES OF DELIVERY

Delivered between November 1, 2026, and November 30, 2026.

UNLOADING AT DESTINATION

The Contractor shall be responsible for unloading and stacking the hay bales at the Delta Wild Horse and Burro Facility in Delta, Utah. **Three (3) workdays** prior to shipping the hay, the Contractor shall furnish the following information to the COR:

1. Anticipated shipment date.
2. Anticipated total tonnage to be shipped.
3. The name of the carrier responsible for the shipment.

Delivery shall be made between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Thursday, excluding weekends and national holidays.

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 (December 2014).

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023).

FAR 52.233-3 Protest after Award (Aug 1996).

FAR 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004).

---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:

1. Invoice date and Government Contract Number
2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
3. The accounting must follow the approved schedule of values as described in the specification attachment.
4. Total amount due for the billing period
5. Certification of Progress Payment
6. Payrolls (Mail weekly)
7. Substantiation of Subcontractor Payment
8. 52.223-9 Certification with final 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.

(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).

52.242-15 STOP-WORK ORDER (AUG 1989).

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).

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (RFO DEVIATION MAY 2026).

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

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

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

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

FAR 52.222-37, Employment Reports on Veterans (RFO DEVIATION MAY 2026) (38 U.S.C. 4212).

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

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

FAR 52.223-23 Sustainable Products (RFO DEVIATION MAY 2026)

(a) *Definitions.* As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products>, <https://www.energystar.gov/products?s=mega>, and <https://www.energy.gov/femp/low-standby-power-product-list>).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

(b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

FAR 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (RFO DEVIATION MAY 2026).

Contract Documents, Exhibits, or Attachments

Provisions

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

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024).

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

FAR 52.225-6 Trade Agreements Certificate (Feb 2021).

(a) The *offeror* certifies that each *end product*, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country *end product*, as defined in the clause of this *solicitation* entitled "Trade Agreements."

(b) The *offeror shall* list as other *end products* those *supplies* that are not U.S.-made or designated country *end products*.

Other *End Products*:

<i>Line Item</i> No.	Country of Origin
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_____	_____
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_____	_____
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_____	_____
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[*List as necessary*]

(c) The Government will evaluate *offers* in accordance with the policies and procedures of [part 25](#) of the Federal *Acquisition Regulation*. For *line items* covered by the WTO GPA, the Government will evaluate *offers* of U.S.-made or designated country *end products* without regard to the restrictions of the Buy American statute. The Government will consider for award only *offers* of U.S.-made or designated country *end products* unless the *Contracting Officer* determines that there are no *offers* for such *products* or that the *offers* for those *products* are insufficient to fulfill the requirements of this *solicitation*.

(End of provision)

FAR 52.225-25 Prohibition on *Contracting* With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Jun 2020)

---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:

See solicitation

(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)

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

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