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
0044042603	14

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140L3926Q0023	06/08/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Caitlyn Warner	7758616495	06/23/2026 1300 PD

9. ISSUED BY CODE LVA

BLM NV-STATE OFC BGT&FIN SVC(NV955)
1340 FINANCIAL BLVD.
RENO NV 89502

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): 532120

SIZE STANDARD: $47

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 0011276767
See Schedule

16. ADMINISTERED BY CODE LVA
See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY 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	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM NV-STATE OFC BGT&FIN SVC(NV955) 1340 FINANCIAL BLVD. RENO NV 89502 US DELIVER TO: BLM-NV BLACK ROCK FIELD 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. 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)*	31c. DATE SIGNED
		Tyler Johnson	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	5100 E WINNEMUCCA BLVD WINNEMUCCA NV 89445 US Laundry Trailer Rental Burning Man 2026 UEI:_____ All questions regarding this solicitation must be submitted in writing to Cat Warner at Caitlyn_Warner@ios.doi.gov and Tyler Johnson at Tyler_Johnson@ios.doi.gov no later than June 16, 2026, at 1300 PDT. Questions received will be answered through an amendment to this solicitation. Quotes and supporting documentation must be submitted via email to Caitlyn_Warner@ios.doi.gov and Tyler_Johnson@ios.doi.gov no later than June 23, 2026, at 1300 PDT. See attached for required Technical and Price information requested. ' Period of Performance: 08/23/2026 to 09/12/2026				
00010	Laundry Trailer Rental in accordance with the Statement of Work. Product/Service Code: W085 Product/Service Description: LEASE OR RENTAL OF EQUIPMENT- TOILETRIES Continued...				

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

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Administration Point of Contact: Caitlyn (Cat) Warner, Contract Specialist Email: Caitlyn_Warner@ios.doi.gov Phone: 775-861-6495 Tyler Johnson, Contracting Officer Email: Tyler_Johnson@ios.doi.gov Phone: 775-861-6741				

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SECTION 1 SPECIFICATIONS

The Bureau of Land Management (BLM), Nevada, Winnemucca District Office, requires the rental of a laundry trailer to support BLM staff during monitoring operations of the 2026 Burning Man Event. This contract will ensure that personnel have access to essential hygiene facilities and ensure proper uniform maintenance under Law Enforcement General Order 19 of Pershing County.

NAICS: 532120 Size Standard: $47M, 100% Set-Aside for Total Small Business under the 532120 NAICS code for Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing.

The Government anticipates award of a single firm fixed price contract.

NOTICE TO OFFEROR(s): System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

SECTION 2 CONTRACT 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: www.acquisition.gov/far/part-52
DOI Clauses: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
Revolutionary FAR Overhaul Clauses: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

Clauses	Title	Date
52.204-13	System for Award Maintenance	DEVIATION Mar 2026
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEVIATION MAY 2026
52.212-4	Contract Terms and Conditions – Commercial items	DEVIATION Mar 2026
52.217-8	Option to Extend Services, 30 days	Nov 1999
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
52.222-36	Equal Opportunity for Workers with Disabilities	DEVIATION MAY 2026
52.222-41	Service Contract Labor Standards	DEVIATION MAY 2026

52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-50	Combatting Trafficking in Persons	DEVIATION MAY 2026
52.222-55	Minimum Wages for Contractor Workers Under Ex. Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	DEVIATION MAY 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	DEVIATION APR 2026
52.223-23	Sustainable Products	DEVIATION MAY 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.240-91	Security Prohibitions and Exclusions	DEVIATION MAR 2026
52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes-Fixed-Price Alternate 1	DEVIATION OCT 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEVIATION MAY 2026
52.246-4	Inspection of Services – Fixed Price	Aug 1996

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 Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

1452.201-70 Authorities and Delegations Sep 2011

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

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

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

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

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

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

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

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

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

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

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

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

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. A copy of the Contractor's invoice, to include the finalized OF-286 invoice from the incident.
2. The contract number.
3. The invoice number.
4. Dates of transactions.
5. A description of the line items being billed
6. The unit prices for each line item.
7. Quantities for each line item.
8. Total amount of each line item.
9. Overall invoice total.
10. All receipts for travel (meals, lodging, transportation).

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)

1510.046 Contracting Officer's Representative (COR) and/or Project Inspector (PI) Apr 1998
The COR and/or Project Inspector (PI) will be appointed by the Contracting Officer upon award of the contract. Such COR/PI will be responsible for giving the Contractor any special instructions or guidance necessary to complete delivery as required by the contract. The COR and/or PI does not have the authority to modify or in any way amend the terms of this contract

The designated COR for this project is:

To be determined at time of award

1510.301 Inspection Aug 1999

(a) Work will be subject to periodic inspections by the Government to assure satisfactory progress, to determine quantities or work performed for progress payment purposes, to be certain that work is being performed in accordance with contract specifications, and to determine if work corrections are necessary.

(b) Inspection in the form of a review of all required reports will be performed by the Contracting Officer's Representative (COR). Accordingly, all reports, data, and documentation required by the contract will be submitted to the COR who will recommend approval/disapproval for acceptance purposes to the Contracting Officer.

(c) The Contractor shall notify the COR or the Project Inspector (PI) at least 3 days before the scheduled completion date, so the Government can schedule final inspection. The Contractor will not be granted a

time extension to perform a work correction required as a result of a periodic or final inspection if such correction is necessary because of improper work by the Contractor. The Contractor or his authorized representative must be at the worksite at time of final inspection.

1510.302 Acceptance Aug 1999

Final inspection and acceptance of all items/services to be delivered under this contract shall be the responsibility of the Contracting Officer. Quality of work is subject to verification by the COR, with final payment to be withheld pending completion of any necessary rework by the Contractor.

1510.304 Pre-Work Conference Aug 1999

After award a pre-work conference shall be held between the Contractor and the COR. The date and time of the meeting shall be determined by the COR and the Contractor in consultation. Discussions relative to contract requirements and the specific responsibilities of each party will be conducted at this time.

1510.322 Procurement Office Representative Aug 1999

The Procurement Office Representative for this requirement is:

Cat Warner – Contract Specialist
Email: caitlyn_warner@ios.doi.gov
Phone: 775-861-6418

Tyler Johnson – Contracting Officer
Telephone: 775-861-6741
Email: tyler_johnson@ios.doi.gov

Green Procurement Requirements

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at www.epa.gov/cpg/products.htm
- USDA Biobased product listings published at www.biopreferred.gov
- Energy Star® product listings published at www.energystar.gov/products
- FEMP Low Standby Power product listings published at http://energy.gov/eere/femp/covered-productcategories

Contractor shall comply with all reporting requirements stated in the applicable clause(s):

- 52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION MAY 2026)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (MAY 2024) (DEVIATION MAY 2026)

SECTION 3 LIST OF ATTACHMENTS

1. Statement of Work (2 pages)
2. SCA Wage Determination 2015-5601 (15 pages)

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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):

FAR Provisions: www.acquisition.gov/far/part-52
DOI Provisions: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
Revolutionary FAR Overhaul Provisions: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(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 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.

Clauses	Title	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
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	DEVIATION MAY 2026
52.209-12	Certification Regarding Tax Matters.	OCT 2020
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services.	DEVIATION MAR 2026
52.219-1	Small Business Program Representations **NAICS 532120 Size $47 Million**	DEVIATION JAN 2026
52.237-1	Site Visit	Apr 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	DEVIATION MAR 2026

Quote Submission

Electronic Submittal: Quotes and supporting documentation, must be submitted electronically via email to Cat Warner at Caitlyn_Warner@ios.doi.gov and Tyler Johnson at Tyler_Johnson@ios.doi.gov .

General:
This is a Request for Quote (RFQ). An award notice will be posted on the Government Point of Entry website located at https://sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

The Offeror shall submit the completed Standard Form 1449 and acknowledge all amendments, if any, in addition to the Technical, Past Performance, and Price information requested below.

Quotes shall be submitted in two parts consisting of:

(1) Technical and Past Performance information. Part 1 should not contain any price information for this project.

(2) Price (SF1449).

Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The Government is not responsible for locating or obtaining any information not identified in the submission.

Sufficient and detailed information must be presented in the submission to enable the Government to evaluate the quote fully in accordance with the Evaluation and Award Factors set forth in this solicitation. **The Government is not obligated to ask for additional information and in the absence of appropriate information the contractor's submission will be rated deficient**.

52.212-2 Evaluation – Commercial Products and Commercial Services DEVIATION MAR 2026

Note: **Quotes will be evaluated based on a best value, trade-off process.**

(a) The Government will award a purchase order resulting from this solicitation to the responsible quoter whose quote is most advantageous to the Government, price and evaluation factors identified below. This acquisition is being conducted under the **Acquisition of Commercial Products and Commercial Services** of FAR Part 12.

Best Value allows the Government to consider or award to an offer who's Price might not be the lowest offer, but the offeror's proposal is more advantageous in Technical Capability and/or Past Performance. The Government may consider award to other than the lowest priced offeror or other than the highest technically rated offeror when it is in the best interest of the Government.

1. Evaluation Process:
In accordance with **FAR 12 (FAR Overhaul - Part 12 | Acquisition.GOV)** the Government will perform a **comparative evaluation** of quotes. A comparative evaluation is defined as the act of comparing one quote to another in a side-by-side fashion.

- **No Formal Scoring is required:** The Government is not required to use formal evaluation plans, precise weighting, or adjectival scoring (e.g., "Excellent" or "Blue").

- **Direct Comparison: IAW FAR 12,** Quotes will be compared against one another to determine which provides the best value. The Government will use their professional business judgment to determine if a quote's technical superiority or more favorable terms (e.g., faster delivery, longer warranty) justifies a higher price. However, the Government may first perform a price analysis. If the lowest-priced quote provides the best value, the Government may award to that quoter without further comparison to other quotes.

3. **Evaluation Factors:**
   The following factors will be used to evaluate quotes:

   - **Technical Capability:** Offeror shall identify that their equipment meets all specifications outlined in the Statement of Work (Number of units, tables for folding clothes, wash basin, etc.). Offeror shall identify their available response time in the event of broken equipment and identify trailer length and power/ utility connection requirements. Include only information relevant to this project and the contractor's proposal. Address each item described above.

   - **Relevant Experience (Past Performance):** At least 3 recent and relevant experiences in size and scope within the past 5 years.

   Past performance will be evaluated to assess the level of confidence the Government has that the offeror will be successful in performing the tasks outlined for this effort in the SOW based on the extent to which an offeror has successfully performed and managed contracts, similar in nature to this acquisition. The recency and relevance of past performance, source of information, context of the data, and general trends in performance will be considered. The Government will consider performance quality of the offeror's past performance by determining how well the contractor performed to establish a qualitative overall risk assessment rating for the past performance factor.

   Other Sources of Information. In evaluating past performance, the Government may consider data provided by the offeror, as well as, past performance data on other projects obtained from other available sources, such as the Contractor Performance Assessment Reporting System (CPARS), the System for Award Management (SAM) or other Government databases; interviews with COs, Contracting Officer's Representatives (CORs), and/or Project Inspectors with specific knowledge of the offeror's performance to conclude general trends in the quality of work in the offeror's performance record. While the Government may consider all available information and sources, the burden to provide complete, recent, and relevant past performance information rests with the offeror.

   If a performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, a neutral confidence rating will be assessed.

   Provide past performance references can include the following information:

1. Name of Project
2. Location of Project
3. Contract Number
4. Period of Performance
5. Total cost for Project
6. Name of Agency/Entity
7. Point of Contact for Agency/Entity (including Phone & Fax Numbers)
8. Complete and thorough description of services performed (to show specific relevancy to this project). Description should include specifics about the scope of projects completed. *This information is requested to assist in evaluation of relevancy to this project in terms of type, complexity, and magnitude.*

- **Price:** Total evaluated price. Offeror to complete the Standard Form (SF) 1449 in full. Price should include ALL costs associated with the completion of the project per the attached Statement of Work.

Technical and past performance when combined are significantly more important than 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.

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.