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
0044059810	22

2. CONTRACT NUMBER	3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140A2327Q0313	11/03/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Olivia Wall	0000000000	11/10/2026 1800 CS

9. ISSUED BY CODE A23

Indian Education Acquisition Office
1011 Indian School Rd.
Suite 352A
Albuquerque NM 87104

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): 324110

SIZE STANDARD: 1,500

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 0011284697
See Schedule

16. ADMINISTERED BY CODE A23
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: Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104 US 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)*	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BIE JEEHDEEZ'A ELEMENTARY SCH PO Box 1073 Navajo Route 65 PINON AZ 86510 US This requirement is set aside 100% for ISBEE vendors.				
00010	Propane Delivery - Statement of Work Projected Usage: 30,000 Gallons Period of Performance: 11/16/2026 to 11/15/2027				
10001	OY1: Propane Delivery - Statement of Work Projected Usage: 30,000 Gallons Period of Performance: 11/16/2027 to 11/15/2028				
20001	OY2: Propane Delivery - Statement of Work Projected Usage: 30,000 Gallons Period of Performance: 11/16/2028 to 11/15/2029				
30001	OY3: Propane Delivery - Statement of Work Projected Usage: 30,000 Gallons Period of Performance: 11/16/2029 to 11/15/2030				

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

SECTION B – CONTINUATION

This is a combined synopsis/solicitation for commercial products or commercial services 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.

This is a request for quote (RFQ) in accordance with FAR part 12, Commercial Items and FAR part 13, Simplified Acquisition Procedures. This is an Indian Small Business Economic Enterprise (ISBEE) set-aside.

NAICS	324110 – Petroleum Refineries
SB Size Standard	1,500 Employees
Place of Performance	BIE Jeehdeez'a Elementary School Navajo Route 65 Pinon, AZ 86510

NOTE: Prospective contractors please see section E and review 52.212-1 (Instructions to Offerors) and 52.212-2 (Evaluation) in their entirety prior to submitting your quote.

Attachment 2 – Indian Affairs Indian Economic Enterprise Representation Form must be completed and submitted with your quote.

1. CONTRACT TYPE

The Department of the Interior (DOI), Bureau of Indian Education (BIE), Division of Acquisitions anticipates awarding a single Firm Fixed Priced type Purchase Order as a result of this opportunity.

2. PERIOD OF PERFORMANCE (POP)

Base Year:	11/16/2026 – 11/15/2027
Option Year 1:	11/16/2027 – 11/15/2028
Option Year 2:	11/16/2028 – 11/15/2029
Option Year 3:	11/16/2029 – 11/15/2030

PRICING SUMMARY

In accordance with FAR 52.212-4(k) Taxes, the contract price includes all associated costs including applicable travel costs, mileage, Federal, State, Tribal, TERO, Navajo, and local taxes and duties.

Line Item	Description	Total Price ($)
00001	Propane Delivery – Statement of Work Projected Usage: 30,000 Gallons	$
10001	OY1: Propane Delivery – Statement of Work Projected Usage: 30,000 Gallons	$
20001	OY2: Propane Delivery – Statement of Work Projected Usage: 30,000 Gallons	$

30001	OY3: Propane Delivery – Statement of Work Projected Usage: 30,000 Gallons	$

Grand Total: $_____

3. POINTS OF CONTACT (POC)

Contracting Officer (CO)	Contract Specialist (CS)
Brandon Walker U.S. Department of the Interior Bureau of Indian Education Division of Acquisitions 1011 Indian School Rd NW Albuequerque, NM 87104	Olivia Wall U.S. Department of the Interior Bureau of Indian Education Division of Acquisitions 1011 Indian School Rd NW Albuequerque, NM 87104 Email: olivia.wall@bie.edu
Contracting Officer Representative (COR)	**Contractor Point of Contact**
To be added after award	Name: Phone: Email: UEI:

4. INVOICE INSTRUCTIONS

Payment requests shall be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP). The IPP website address is: https://www.ipp.gov

At a minimum a proper invoice shall include:
- Name and address of the Contractor;
- Invoice date and number;
- BIE Contract number:
- Description, quantity, unit of measure, unit price and extended price of the items delivered.
- Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading.
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, e-mail and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number.

Additional Invoice Requirements:

a. The Contractor shall attach an itemized invoice to each IPP payment request.

b. Written Progress Reports which validate the specific work performed shall be submitted directly to the designated school representative. Do NOT attach progress reports to the IPP payment request.

c. Invoices shall NOT contain Personal Identifiable Information (PII). PII includes specific information such as but is not limited to student names, dates of birth, etc.

d. Improper invoice may result in an invoice rejection. The Contractor shall promptly correct invoices upon notice.

The Contractor shall 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 Boston (FRBB) within 3 - 5 business days of the contract award date. If the company SAM registration Point of Contact information is not current or correct, the designated company representative may not receive the email notice. Contractor assistance with enrollment or technical support can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

5. **INFORMATION SECURITY**

Security (information technology, systems, and facility) requirements are enforced. The Contractor and all subcontractors shall remain in compliance with federal policy, regulations, procedures, and laws.

Information Security:
The contractor and all subcontractors shall ensure at all times the safety and protection of personal identifiable information (PII) by using secure networks, VPN portals, and equipment which is security protected. PII is considered to be but is not limited to student name, date of birth, social security number, or any other information considered to be private or protected. All records shall be properly archived and disposed of in accordance with federal records management policy and regulation. The Contractor shall be willing to complete all required training provided by the Government such as but not limited to: Annual Information Technology security training.

6. GOVERNMENT FURNISHED PROPERTY / EQUIPMENT

The Contractor is responsible for possessing all equipment, labor, facilities, and supplies necessary to complete the work.

7. REPORTING MATTERS INVOLVNIG FRAUD, MISMANAGEMENT, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in DOI funded programs is encouraged to report such matters to the DOI Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is 1-800-424-5081. All telephone calls will be handled confidentially. One may also fill out an online form at http://www.doi.gov/oig/index.cfm. Additionally, the IG may be contacted through its mailing address:

U.S. Department of the Interior
Office of Inspector General
1849 C Street NW - Mail Stop 4428
Washington, D.C. 20240

SECTION C – CONTRACT CLAUSES

1. FEDERAL ACQUISITION REGULATION (FAR) 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 address: www.acquisition.gov.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

CLAUSE	Title	Date
52.203-12	Limitation on Payment to Influence Certain Federal Transactions	Jun 2020
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Nov 2023
52.232-18	Availability of Funds	Apr 1984

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.908.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2026)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[*Contracting Officer check as appropriate.*]
__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
__ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (6) [Reserved].
__ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).
__ (11)
(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).
__ (ii) Alternate I (DEC 2023) of 52.204-30.
_X_ (12) 52.209-6**,** Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) **(** 31 U.S.C. 6101 note**).**
__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
__ (14) [Reserved].
__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (17) [Reserved]
_X_ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
__ (ii) Alternate I (MAR 2020) of 52.219-6.
__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
__ (ii) Alternate I (MAR 2020) of 52.219-7.
_X_ (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).
__ (21) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (NOV 2016) of 52.219-9.
__ (iii) Alternate II (NOV 2016) of 52.219-9.
__ (iv) Alternate III (JUN 2020) of 52.219-9.
__ (v) Alternate IV (JAN 2025) of 52.219-9.
__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (MAR 2020) of 52.219-13.
X__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).
__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
_X_ (26) (i) 52.219-28, Post award Small Business Program Representation (Jan 2025) (15 U.S.C. 632(a)(2))
__ (ii) Alternate I (MAR 2020) of 52.219-28.
__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
__ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

_X_ (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
_X_ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
__ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
__ (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
__ (ii) Alternate I (FEB 1999) of 52.222-26.
_X_ (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (JUL 2014) of 52.222-35.
_X_ (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
__ (ii) Alternate I (JUL 2014) of 52.222-36.
__ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
_X_ (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
__ (ii) Alternate I (JAN 2017) of 52.224-3.
__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
__ (ii) Alternate I (OCT 2022) of 52.225-1.
__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I [Reserved].
__ (iii) Alternate II (DEC 2022) of 52.225-3.
__ (iv) Alternate III (FEB 2024) of 52.225-3.
__ (v) Alternate IV (Oct 2022) of 52.225-3.
__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
__ (51) 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).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
__ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
__ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__ (ii) Alternate I (APR 2003) of 52.247-64.
__ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).
(B) Alternate I (DEC 2023) of 52.204–30.
(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(x) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of the contract performance period.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond the base year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

2. DEPARTMENT OF THE INTERIOR ACQUISTION REGULUATION (DIAR) CLAUSES

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	**Title**	**Date**
1452.280-2	Notice of Indian Economic Enterprise Set-Aside	Feb 2021
1452.280-3	Indian Economic Enterprise Subcontracting Limitations	Feb 2021

3. CUSTOM CLAUSES

BACKGROUND INVESTIGATION (Revised 04/01/2020)

In accordance with 25 U.S.C. § 3201 et seq. (Pub. L. 101-630), the *Indian Child Protection and Family Violence Prevention Act*; 34 U.C.C. § 20351, et seq. (Pub. L. 101-647), the *Crime Control Act of 1990*, as amended; and 441 Departmental Manual, *Personnel Security and Suitability Requirements*, all positions with duties and

responsibilities involving regular contact with or control over Indian children are subject to a background investigation and determination of suitability for employment. Accordingly, all such positions require a favorable background screening by the Bureau of Indian Education (BIE), Personnel Security and Suitability Program and a favorable background investigation by the Defense Counterintelligence Service Agency (DCSA).

The documentation required to initiate a background investigation shall be completed for any Contractor employee that will be onsite during the contract's performance or have access to Personally Identifiable Information (PII). The complete submittal of the background investigation paperwork to the BIA/BIE will be accomplished within 14 days after contract award for service contracts or, for construction contracts, before a Notice to Proceed (NTP) is issued by the Contracting Officer. Pending the successful completion of a background investigation by the BIA/BIE and/or DCSA, the Contractor who has been granted a favorable screening (applicant and suitability) determination must, at all times, remain within sight and under the supervision of a Government employee (or other person designated by the Contracting Officer Representative (COR), who has successfully completed the background investigation.

If an unfavorable screening (applicant and suitability) determination is made, an employee shall not be allowed onsite. If the Contractor's employees are found onsite, without the proper authorization, the employee will face legal liability and the Contractor may have their contract terminated for default. Additionally, the individual and/ or the company who proposed to employ this individual may be determined to be non-responsible if an unfavorable screening (applicant and suitability) determination is made and may be deemed ineligible for contract award. If an unfavorable final background investigation determination is made, the contract may be terminated and the employee in question shall not be authorized to provide service to the BIA/BIE if the services involve contact with or regular control over Indian children.

It is solely the COR's responsibility to initiate background checks for all Contractors and their employees in the BIE BEARCUBS system, which includes but is not limited to appropriate investigative forms and/or inquiries about their previous investigation; and, obtain a screening (applicant and suitability) determination, and subsequent final background investigation.

The Contracting Officer will consult with the COR when questions arise as to whether or not the scope of work of a contract requires background investigations for contractor personnel. If the Contracting Officer or COR believes the scope of work performed by contract personnel should not require a background investigation, the Personnel Security Officer will be contacted for concurrence and has the final authority to determine if background investigation(s) are required.

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment Number	Title	Notes
1	Statement of Work	2 Pages
2	Indian Affairs Indian Economic Enterprise Representation Form	1 Page

SECTION E – SOLICITATION PROVISIONS

1. FEDERAL ACQUISITION REGULATION (FAR) 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 address: www.acquisition.gov.

(End of provision)

PROVISIONS INCORPORATED BY REFERENCE		
PROVISION	**Title**	**Date**
52.204-7	System for Award Management	Nov 2024
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-17	Ownership or Control of Offeror	Aug 2020
52.204-20	Predecessor of Offeror	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.217-5	Evaluation of Options	Jul 1990
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	Jun 2020

FAR 52.204-8 Annual Representations and Certifications (Mar 2026)

(a)(1)The North American Industry Classification System (NAICS) code for this acquisition is 324110.
(2)The small business size standard is 1,500 employees.

(3)The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i)Is set aside for small business and has a value above the simplified acquisition threshold;

(ii)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1)If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2)If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i)□ Paragraph (d) applies.

(ii)□ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1)The following representations or certifications in SAM are applicable to this solicitation as indicated: (i)52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A)The acquisition is to be made under the simplified acquisition procedures in part 13;

(B)The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C)The solicitation is for utility services for which rates are set by law or regulation.

(ii)52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii)52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv)52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v)52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A)Are not set aside for small business concerns;

(B)Exceed the simplified acquisition threshold; and

(C)Are for contracts that will be performed in the United States or its outlying areas.

(vi)52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii)52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii)52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix)52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x)52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi)52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii)52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A)The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B)The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C)The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii)52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv)52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv)52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi)52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii)52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii)52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix)52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx)52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi)52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A)If the acquisition value is less than $50,000, the basic provision applies.

(B)If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C)If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii)52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii)52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv)52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv)52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2)The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__ (i)52.204-17, Ownership or Control of Offeror.
__ (ii)52.204-20, Predecessor of Offeror.
__ (iii)52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv)52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v)52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi)52.227-6, Royalty Information.
__ (A)Basic.
__ (B)Alternate I.
__ (vii)52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d)The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended

representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

- Provision must be completed and returned with the quote.

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

- Provision must be completed in the vendor's SAM.Gov profile.

FAR 52.212-1 Instructions to Offerors – Commercial Items (Sep 2023)

Continuation - Quote Preparation Instructions

1) Quote Format

Quoters should submit two (2) volumes, a technical and price volume, each clearly marked. Quotes should be submitted in PDF format and at a minimum they should include the following information:

Technical Volume

- Written narrative addressing the technical factors of Capabilities and Key Personnel not to exceed 5 pages. The quoter should address the following in their response for each factor:

> **Capabilities**. Include information on the capabilities of the company as it relates to this requirement, to include experience of work that is similar in size and scope to this requirement. Information should also be included to demonstrate a thorough understanding of the requirement by the contractor. Project schedules or plans are encouraged.

Key Personnel. Include information on key personnel that will be working under the award to include their experience, education and certifications if applicable.

Price Volume

- A completed pricing schedule as identified in section B of this RFQ, with per unit pricing and a total quoted price for this opportunity.

(End of Provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)

The Government will evaluate quotes in accordance with the evaluation process outlined in FAR 13.106.

(a) The Government will award a firm fixed price purchase order (PO) resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following shall be used to evaluate quotes:

Technical Capability:

i. The Government will evaluate the quote based on the company's capability to organize, staff, and manage the contract as well as the means that will be used to accomplish the contract requirements. The Government will evaluate the company's qualifications and experience providing the same or similar services, as it relates to this requirement.

ii. The Government will consider the qualifications & experience of key personnel presented in the quote. The Government is seeking a contractor who has existing staff available for immediate placement upon award and will consider the availability of key personnel identified in the quote to include the ability to provide onsite services.

iii. The Government may consider past performance when evaluating the quote. If evaluated, the past performance information will be used in determining the level of risk and confidence the Government has for successful performance based upon the contractor's actions under previously awarded and relevant contracts. The Government may consider the contractors ability to provide coverage as required by the contract to include its ability to provide reliable & qualified staff. The Government may utilize the Contractor Performance Assessment Reporting System (CPARS), or other databases, as well as interviews with POC references, Program Managers/Customers, Contracting Officers, or Contracting Officer Representatives (CORs), data submitted by the offeror, and any other information available to determine the quality and relevance of the contractor's past performance.

Price: Contractor shall submit a complete all-inclusive firm fixed price in its quote.

Quotes will be evaluated in accordance with FAR 13.106-2(b)(3) and will include comparative evaluations. Acceptable quotes will be compared against each other to determine which quote provides the best value for the Government. The government reserves the right to consider a response that offers more than the

minimum and select that response if it provides a benefit to the government. The government has the discretion to accept other than the lowest priced quoter that provides those additional benefits.

(b) 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).

(c) 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.

(End of provision)

FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (May 2024)

- Provision must be completed in the vendor's SAM.Gov profile.

2. DEPARTMENT OF THE INTERIOR ACQUISTION REGULUATION (DIAR) PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE		
PROVISION	**Title**	**Date**
1452.215-71	Use and Disclosure of Proposal Information – Department of Interior	Apr 1984
1452.280-1	Notice of Indian Small Business Economic Enterprise Set-Aside	Feb 2021

1452.280-4 Indian Economic Enterprise Representation (FEB 2021)

****Provision must be completed and returned with the quote****

(a) The offeror represents as part of its offer that it [ ] does [ ] does not meet the definition of Indian Economic Enterprise (IEE) as defined in DIAR 1480.201 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately in writing if there is any ownership change affecting compliance with this representation.

(b) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

(End of provision)

JEEHDEEZ'A
ELEMENTARY SCHOOL

Scope of Work

Background:

Jeehdeez'a Elementary School is a Department of Interior- Bureau of Indian Education funded school facility located 20 miles East of Pinon, Arizona on Navajo Route 60 in Northern Arizona. The school is located in a very small community with a population of less than 50,000.

The Jeehdeez'a Elementary School was built in 2000, is made up of 5 main buildings, which include: Academics, Administration, Residential, Cafeteria, Gymnasium, and the Maintenance/ Transportation Warehouse. There are also 17 staff quarters included on campus.

Scope:

The contractor will provide Propane Delivery service to the main 12,000-gallon tank, for operation of heating, broiler, and cooking equipment of the school on an annual basis. The contractor will also provide propane to vacant staff housing units to keep central units at minimal temperatures, avoiding damage to units throughout the seasons.

Objective:

To provide propane delivery service for school operations.

Tasks:

- Deliver propane via bobtail or transport to 12,000-gallon tank.
- Deliver propane via bobtail to vacant staff housing units, 250-gallon tanks.
- Coordinate delivery schedule with school personnel.

Estimated Annual Usage:

- Historical propane average: 30,000 gallons

Project Deliverables:

The ability of the Contractor to deliver this service is dependent on the school as customer's full and time cooperation with the Contractor, as well as the accuracy and completeness of the work performance as specified in Tasks.

Government Furnished Property:

It is specified the Contractor will deliver to the school's equipment to perform assigned duties/ assignments.

Security Requirements:

The Contractor shall sign in and out at the Administrative Office and issued a "Visitor" Pass when on campus.

Place of Performance:

Direct Services will be provided at Jeehdeez'a Elementary School.

Project Timeline:

Services will be performed during school business hours, 7:30 am to 4:00 pm, Monday to Friday, excluding holidays.

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:	
Project Title:	
Date of Form Submission:	

In accordance with 25 U.S.C. 47 of the Buy Indian Act, the signature in the Offeror Section below constitutes self-certification that the Offeror meets the definition of an "Indian Economic Enterprise (IEE)" as defined in Department of the Interior Acquisition Regulation (DIAR) Part 1480 titled, "Acquisitions Under the Buy Indian Act."

The enterprise must meet the requirements of (i) through (iii) throughout the following time periods:

(1) At the time an offer is made in response to a written solicitation;
(2) At the time of contract award; and,
(3) During the full term of the contract.

Contracting Officers may require additional information or documentation of eligibility at any time in the acquisition life-cycle, including pre-award/proposal evaluation.

Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

OFFEROR REPRESENTATION

By filling out the information below, the Offeror represents that it does meet the definition of an "Indian Economic Enterprise" as defined in DIAR Part 1480.

Name of Federally Recognized Tribal Entity:

Name of the 51% (or greater) Owner of the IEE Firm:

Legal Business Name:

Certifying Signature:

Unique Entity ID (UEI):

Printed Name: