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 21

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140A2326Q0138	05/19/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Leah Azure	(505) 803-4256	05/27/2026 1000 MD

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): 621340

SIZE STANDARD: $12.5

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
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 *(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 _____ 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
		Leah Azure	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued. Solicitation number 140A2326Q0138 is issued as a Request for Quote for the purchase of Physical Therapy Services. This acquisition is set-aside for Indian Small Business Economic Enterprise concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

NAICS:	621340 - Offices of Physical Therapists.
Size Standard:	$12.5 – in millions of dollars
Service Code:	Q518 - Physical Rehabilitation
Set Aside:	100% Indian Small Business Economic Enterprise

1. CONTRACT TYPE Firm Fixed Price

A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

It is expressly agreed and understood that this is a nonpersonal service contract under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over the contractor, its employees or agents. The contractor shall indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance. The contractor shall maintain liability insurance, in a coverage amount acceptable to the contracting officer, which is not less than the amount normally prevailing within the local community for the specialty concerned. The contractor is required to ensure that its subcontracts for services include the maintenance of liability insurance.

2. DELIVERY TERMS FOB Destination

3. SERVICE LOCATION

Ojibwa Indian School
9620 42nd Ave NE
Belcourt, ND 58316

4. **PAYMENT TERMS** (Accelerated Payment) Net 15
Payment within 15 days in arrears upon delivery of goods/services, after inspection & acceptance, and receipt of a proper invoice.

5. PERFORMANCE PERIOD

Option year renewals are not guaranteed. The extension of each option year will depend on the contractor's satisfactory performance, ongoing requirements for services, and the availability of funding.

Year	Period of Performance
Base Year	06/01/2026 – 05/31/2027
Option Year 1	06/01/2027 – 05/31/2028
Option Year 2	06/01/2028 – 05/31/2029
Option Year 3	06/01/2029 – 05/31/2030
Option Year 4	06/01/2030 – 05/31/2031

6. PRICE

The price is an all-inclusive price. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local Taxes, TERO fees, Delivery, Shipping & Handling, Goods, Service, Labor, and all other fees necessary to complete the work.

Year	Quantity in Hours	Unit Price per Hour	Total
Base Year	640	$	$
TERO Fees (3% of Total)			$
Annual TERO License			$
Annual Total:			$
Option Year 1	640	$	$
TERO Fees (3% of Total)			$
Annual TERO License			$
Annual Total			$
Option Year 2	640	$	$
TERO Fees (3% of Total)			$
Annual TERO License			$
Annual Total			$
Option Year 3	640	$	$
TERO Fees (3% of Total)			$
Annual TERO License			$
Annual Total			$
Option Year 4	640	$	$
TERO Fees (3% of Total)			$
Annual TERO License			$
Annual Total			$
Grand Total:			$

7. INVOICE INSTRUCTIONS

Invoices 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 Contractor assistance with technical support can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract FAR 52.212-4(g), Invoice.

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. Improper invoices may result in an invoice rejection. The Contractor shall promptly correct invoices upon notice.
c. Invoices shall **NOT** contain Personal Identifiable Information (PII), Personal Health Information (PHI), nor progress reports of specific work performed. Examples of PII / PHI – Student Name, Date of Birth, health information, social security number, or any other information considered to be protected under the Privacy Act and HIPAA.

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.

8. POINTS OF CONTACT

Government	Contractor

9. 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

10. CONTRACTOR KEY PERSONNEL

(a) Key personnel is defined as the **Physical Therapist**.
(b) All key personnel assigned to work under this contract shall be United States citizens.
(c) Key personnel shall possess the necessary knowledge, skills, and ability to perform the work being requested.
(d) Key personnel shall complete and pass the security clearance process prior to commencement of work. The contractor shall not assign any staff to report onsite for work until clearance has been granted. The contractor shall be found in breach of contract, which shall be grounds contract termination if unauthorized staff are found onsite without approved security clearances.
(e) Personnel considered essential ("key personnel") to the work performed under this contract shall be mutually agreed upon by the contractor and the Government and will be specified in this contract. During the first 120 calendar days of the contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Prior to removing, replacing, or diverting any of the specified individuals, the contractor shall promptly notify the Contracting Officer (CO) and provide the information required below:

(1) All proposed substitutions shall be submitted to the CO for approval at least 30 calendar days in advance of the proposed effective date (unless substitution is necessitated by sudden illness, death, or termination of employment in which case notice shall be within five (5) calendar days of the effective date) and must provide the information as stated herein.

(2) All requests for substitutions shall be in writing unless otherwise agreed to by the CO and shall include a complete resume for the proposed substitute and any other information required by the CO to permit effective evaluation of the proposed substitutions' qualifications.

(3) Requests for substitution of "key personnel" above must also provide a detailed explanation of the circumstances necessitating it and sufficient information for the CO to evaluate the impact of the substitution on purchase order performance.

11. SECURITY & INVESTIGATION

Safety and Security (information technology, systems, and facility) requirements are enforced. The Contractor and all contractor personnel shall remain in compliance with federal law, regulation, policy and procedures.

Information Security:
The contractor, and all subcontractors, shall ensure at all times the safety and protection of personal identifiable information (PII) and personal health information (PHI) by using secure networks, VPN portals, and equipment which is security protected. PII / PHI is considered to be but is not limited to student name, date of birth, social security number, health information, or any other information considered to be private or protected. The contractor shall not save any records which contain PII / PHI on personal equipment or servers. All records shall be properly archived and disposed of in accordance with federal records management policy and regulation. [e.g., Privacy Act, Health Information Portability and Accountability Act]

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.

Background Investigations:

Key personnel may be required to complete and pass a security background investigation.
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, access to federal networks, or federal facilities 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 Contractor shall ensure that staff presented are capable of passing an investigation to include fingerprinting prior to commencement of work. The investigation at a minimum shall entail both a national criminal history fingerprint search and an investigation of conduct in the following areas: residence, employment, education, and references. The Contractor shall provide full cooperation during the investigation process as well as provide accurate and complete data to allow for timely processing. Providing partial or incomplete data which results in multiple requests for information or rework shall be considered failure to cooperate. The Contractor shall be removed should unnecessary delays occur. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).

The Contractor shall NOT recommend placement under contract any individual who has the following disqualifiers:

Automatic Disqualifiers / Lifetime Ban
In accordance with the requirements of 25 CFR § 63.12, no person, regardless of circumstances, will be approved for a childcare position if their background check discloses that the individual has been found guilty of or entered a plea of nolo contendere or guilty to any felonious offense, or any of two or more misdemeanor offenses under Federal, State, or Tribal court for any of the following categories:

a. Crimes of Violence. An offense that has, as an element, the use, attempted use, or threatened use of physical force against the person or property of another or, any other offense that is a felony and that, by its nature, involved a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

b. Sexual Offenses. Any sexual act directed against another person, without the consent of that person, including instances when the person is unable to give consent. Sexual offenses include, but are not limited

to, rape, sexual assault, sexual molestation, indecent assault and battery, fondling, sexual contact, sexual exploitation, prostitution, incest, statutory rape, sexual abuse, or indecent exposure.

c. Crimes Against Persons. An offense that has, as an element, the use, attempted use, or threatened use of physical force or other abuse of a person and includes, but is not limited to, homicide, assault, kidnapping, or false imprisonment.

d. Offenses Committed Against Children. Any felonious or misdemeanor crime under Federal, State, or Tribal law committed against a victim that has not attained the age of eighteen years.

Other Factors Potential Disqualifiers:
In addition to the automatic disqualifiers, the government must review the background investigation and may consider other potential character or conduct issues prior to making a favorable determination.

a. Suitability Factors for Childcare Positions. An applicant, volunteer, employee, or contractor subject to 25 CFR § 63 childcare requirements may be disqualified from consideration or continuing employment if it is found that:

(1) The individual's misconduct or negligence interfered with or affected a current or prior employer's performance of duties and responsibilities.
(2) The individual's criminal or dishonest conduct affected the individual's performance or the performance of others.
(3) The individual made an intentional false statement, deception, or fraud on an examination or in obtaining employment.
(4) The individual has refused to furnish testimony or cooperate with an investigation.
(5) The individual's alcohol or substance abuse is of a nature and duration that suggests the individual could not perform the duties of the position or would directly threaten the property or safety of others.
(6) The individual has illegally used narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
(7) The individual knowingly and willfully engaged in an act or activities designed to disrupt government programs.

b. Statutory or Regulatory Bars. An individual must be disqualified for Federal employment if any statutory or regulatory provision would prevent their lawful employment. This includes, but is not limited to, the following:

(1) Statutory or regulatory bars from federal employment.
(2) Failure to register for the Selective Service.
(3) Inability to demonstrate legal status to work in the United States.

Clearance Denials:
The largest reason for denials is due to dishonesty when completing forms or omissions.
Example:(1) Failing to identify an arrest even if the arrest did not result in being charged with a crime.
Just being arrested doesn't mean it will be an automatic disqualifier. The government will look at the issue and evaluate the circumstances of the incident and apply Suitability Factors and additional Considerations when making a final determination.
(2) Failing to list the full legal name (first name, **middle name**, last name) or use of abbreviations, such as a middle initial only.
(3) Failing to answer the Selective Service Registration question, as female applicant.

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 line of sight of a government employee (or other person designated by the Contracting Officer Representative), until successfully completion of 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 may face legal liability and the Contractor may have their contract terminated for cause / 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 individual in question shall not be authorized to provide service to the BIA/BIE.

If the Contracting Officer or COR believes the work to be performed by contractor 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.

12. SAFETY & HEALTH

The Contractor shall comply with all installation safety regulations, policy and procedures when on-site. Such regulations include, but are not limited to, general safety, fire prevention, and waste disposal. Contractor and contractor personnel shall sign in and out with the security desk when on-site. Copies of policy, procedure, and regulations are on file in the activity safety office or may be obtained through the COR.

Personal Protective Equipment (PPE): The Contractor shall be responsible for providing their personnel with adequate training for all potential hazards that their personnel may encounter while performing services in a school setting to ensure safety. Contractor personnel shall utilize PPE as appropriate in a school setting and as required by policy, OSHA, and other regulating bodies. The Contractor shall ensure that assigned staff have been trained on proper use of PPE to ensure that staff know when it is necessary; what kind is necessary; how to properly put it on, adjust, and take it off; limitations of equipment; proper care, maintenance, useful life, and safe disposal of equipment.

Immunizations: Contractors shall be current and willing to provide evidence of the following immunizations.

- MMR Immunization (measles, mumps, and rubella)
  - Individuals born on or after 1957 can be considered immune and shall provide documentation of physician-diagnosed measles, laboratory evidence of measles immunity, or adequate immunization with two doses of live measles vaccine on or after their first birthday.
  - Individuals born prior to 1957 need not be considered susceptible; measles vaccine or proof of immunity is therefore not required.
- Tdap-Tetanus, diphtheria, acellular pertussis or, current Td booster.
- Polio
- Annual TB (tuberculosis) test results as negative

Illness: At no time shall contractor personnel enter school property when sick and/or experiencing symptoms of infectious disease or illness such as nausea, vomiting, fever, chills, coughing, etc. Please consult with the Contracting Officer Representative to discuss symptoms, as necessary.

13. GOVERNMENT FURNISHED PROPERTY / EQUIPMENT

The Government will provide an identification badge to any on-site visitor. ID badges shall return to the security officer at the end of contract and/or departing campus. The Contractor shall possess and provide for review a valid photo ID issued by the state, upon request.

The Government will provide applicable equipment and supplies, such as a laptop, required for the work.
The contractor shall not utilize personal computers, printers, or equipment for any work that requires access to DOI/BIE networks or PII/PHI. The contractor shall be liable for all Government equipment assigned, which includes safeguarding it from damage, theft, or loss. The contractor shall follow government policies and procedures pertaining to use of government assigned equipment and shall report events of damage, theft, or loss to the COR immediately.

The Government assumes no liability for the theft, damage, or loss of the contractor's personal items, property, or equipment; therefore, contractor personnel are encouraged to use caution and properly secure their possessions.

14. FOOD, LODGING, EXPENSES

Contractor personnel shall be responsible for his/her own food, lodging, and other personal expenses.

15. CONTRACT CLOSEOUT

The contract closeout process shall begin as soon as possible after the contract is physically complete.
This means that the contractor has delivered the required supplies/services and the Government has inspected and accepted them. At the outset of this process, the Contractor and Government shall review the contract funds status of any excess funds the Government might de-obligate.

Partial Closeout: Upon expiration of a contract line-item number (CLIN) the Contractor and Government shall perform partial closeout to de-obligate excess funds, as applicable. The Government will execute a bilateral modification and present it to the Contractor for signature. The Contractor shall review and process the modification in a timely manner. In the event of a discrepancy, the Contractor shall promptly notify and work with the Government to quickly resolve the discrepancy to allow for closeout.

Final Closeout: Upon expiration of the contract, base year and each exercised option, the Contractor and Government shall commence with final contract closeout. The Government will execute a bilateral modification to de-obligate excess funds and present to the Contractor for signature. The Contractor shall review and process the modification in a timely manner. In the event of a discrepancy, the Contractor shall promptly notify and work with the Government to quickly resolve the discrepancy to allow for closeout.

CPARS: If the contract is subject to Contractor Performance Assessment Reporting, the Contractor shall ensure that full cooperation is being provided to allow for timely completion of performance evaluations.

Payment and Claims: To allow for timely closeout, the Contractor shall submit all invoices and claims in a timely manner during contract performance as well as submit a final invoice upon completion of the base year and each exercised option year. The Contractor shall actively monitor invoices or claims submitted to the Government to ensure all payments due were received.

1. **DEPARTMENT OF THE INTERIOR ACQUISTION REGULUATION / CLAUSES**

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):
https://www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
(End of clause)

Clause	Title	Date
Incorporated by Reference -		
1452.280-2	Notice of Indian Economic Enterprise set-aside.	Feb 2021
1452.280-3	Indian Economic Enterprise subcontracting limitations.	Feb 2021

Incorporated in Full Text -

1452.201-70 Authorities and delegations. (Sep 2011)
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk. (End of clause)

1452.228-70 Liability Insurance. (Jul 1996)
(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$1,000,000.00 each person
$1,000,000.00 each occurrence
$1,000.000.00 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number, and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work. (End of clause)

2. FEDERAL ACQUISITION REGULATION / 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): https://www.acquisition.gov/far-overhaul (End of clause)

Incorporated by Reference –

Clause	Title	Date
52.203-3	Gratuities.	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government, with Alternate 1	Jun 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jan 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.212-4	Terms and Conditions—Commercial Products and Commercial Services	Nov 2023
52.219-8	Utilization of Small Business Concerns	Jan 2025
52.219-14	Limitations on Subcontracting	Oct 2022
52.222-3	Convict Labor	Jun 2003
52.222-19	Child Labor—Cooperation with Authorities and Remedies	Mar 2026
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Oct 2025
52.222-54	Employment Eligibility Verification	Jan 2025
52.223-23	Sustainable Products and Services	May 2024
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.232-18	Availability of Funds.	Apr 1984
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	Oct 2018
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
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	Mar 2026
52.240-91	Security Prohibitions and Exclusions	Mar 2026
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	Mar 2026
52.242-13	Bankruptcy	Jul 1995
52.247-34	F.o.b. Destination.	Jan 1991

Incorporate in Full Text –

Clause	Title	Date

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 one day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least five 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 five years.
(End of clause)

Attachment	**Pages**
Statement of Work	02-pages
IA Indian Economic Enterprise Representation	01-page
Subcontracting Limitations – Certifications	01-page

Background:

The Individuals with Disabilities Education Act (IDEA), 34 CFR § 300.101, requires that all eligible children with disabilities receive a Free Appropriate Public Education (FAPE). This includes the provision of special education and related services designed to meet each child's unique needs and prepare them for further education, employment, and independent living. Physical therapy is recognized under IDEA as a related service when required to assist a child with a disability to benefit from special education.

Ojibwa Indian School currently serves an enrollment of 211 students. Based on ongoing evaluations and Individualized Education Program (IEP) determinations, an average of six students require physical therapy services to address functional mobility, strength, balance, and motor development needs that directly impact their educational performance and access to the school environment. These services are essential to ensure compliance with IDEA requirements and to support students' meaningful participation in their academic programs. Providing physical therapy services enables students with disabilities to improve physical functioning, increase independence, and safely access classrooms, transportation, and school activities. Without these services, affected students may experience barriers that impede their academic progress and overall educational participation, placing the school at risk of noncompliance with federal mandates. Ojibwa Indian School is justified in fulfilling federal legal obligations, promoting equitable access to education, and ensuring that students with disabilities receive the individualized supports necessary to achieve educational success.

Duties:

- The contractor shall provide all supplies, materials, and testing materials for the performance of physical therapy services.
- Serve as a liaison among the school, students, families, and external health care providers to ensure that each student's individual physical needs are identified, communicated, and appropriately addressed within the educational setting.
- Develop and implement physical therapy programs for students with disabilities in collaboration with teachers and other school personnel, ensuring alignment with the individualized goals and services outlined in each student's Individualized Education Program (IEP).
- Conduct screenings and evaluations to identify students who may benefit from physical therapy services.
- Implement individual plans using a variety of techniques to improve students' strength, range of motion, endurance, and gross motor skills.
- Modify activities as necessary to ensure student safety and success.
- Maintain detailed service logs documenting all physical therapy services provided, and submit them to the Head of the Special Education Department to support compliance, monitoring, and program oversight.
- Keep detailed records of all student progress and communicate this information with parents and other members of the IEP team.
- Attend all IEP meetings and collaborate with other professionals to develop goals and objectives for each student.
- Maintain Licensure and certification requirements.
- Adhere to ethical standards and maintain confidentiality of student information.
- Perform all duties in compliance with state and federal regulations.
- Assist school personnel by consulting with medical professionals regarding physical therapy services and the development of service goals, ensuring that interventions are aligned with each student's Individualized Education Program (IEP) and educational needs.
- Provide training to school personnel as requested.
- Provide training for parents as required.
- Service includes direct therapy services to students, evaluations and re-evaluations, documentation, consultation with staff and families, and participation in IEP meetings.

Work Schedule:

The contractor shall provide on-site physical therapy services at Ojibwa Indian School.
Services will be provided during the hours of 8:00 a.m. to 3:00 p.m. CST.

Services will be provided two (2) days per week for a total of forty (40) weeks, including Extended School Year services.

Key Personnel minimum requirements:

The Contractor shall submit documentation for all key personnel demonstrating compliance with, or exceeding, the requirements specified herein. Supporting evidence verifying that these requirements are met shall be included with the Contractor's proposal submission to the Government.

Required Skills and Qualifications:

- Doctorate Degree in Physical Therapy from a program accredited by the Commission on Accreditation in Physical Therapy Education (CAPTE).
- Successful completion of the National Physical Therapy Examination (NPTE).
- Current and valid Physical Therapist license in the state of North Dakota.
- Minimum of five (5) years of professional experience as a Physical Therapist, preferably in a school-based setting.
- Demonstrated experience working with students with special needs, in a school setting.
- Experience developing, implementing, and monitoring Individualized Education Programs (IEPs).

Deliverables:

The Contractor shall provide the following deliverables in accordance with the timelines outlined below:

- **Student Service Logs:**
  Submitted **monthly**, documenting therapy services provided to each student.
- **IEP Goals and Objectives:**
  Developed and submitted **annually** for inclusion in each student's Individualized Education Program (IEP).
- **Student Progress Reports:**
  Submitted **quarterly**, detailing progress toward IEP goals and therapy outcomes.
- **Student Assessments:**
  Conducted and documented **as needed**, based on student referral, IEP requirements, or team recommendations.

Deliverables	Date Required
Student Service Logs	Monthly
IEP Goals and Objectives	Annually
Student Progress Reports	Quarterly
Student Assessments	Monthly/As needed

Place of Performance:

The Contractor shall provide **on-site services** at the following location:

Ojibwa Indian School
9620 42nd Avenue NE
Belcourt, North Dakota 58316

1. FEDERAL ACQUISITION REGULATIONS

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: https://www.acquisition.gov/far-overhaul
DIAR: https://www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
(End of provision)

Incorporated by Reference –

Clause	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024
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—Registration	Nov 2024
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Nov 2015
52.209-5	Certification Regarding Responsibility Matters.	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	Feb 2016
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services.	Sep 2023

Incorporated in Full Text –

Clause	Title	Date

52.233-2 Service of Protest Department of the Interior (JUL 1996) (Deviation)
A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

Bureau of Indian Education
Attn: Leah Azure
1011 Indian School Rd NW
Albuquerque, NM 87104
Or, email leahr.azure@bie.edu

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (Sep 2023)

Addendum-

- Prospective Contractors shall assume that the government "has no prior knowledge" of their capabilities and experience and will base its evaluation on the information presented in each quote. Simply stating that the company will perform in accordance with the statement of work and/or providing a copy of the solicitation in response to the solicitation is considered unacceptable. The quote may be determined nonresponsive and removed from further consideration.

The contractor shall follow the solicitation instructions in this section, 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services, including the addendum below, and clearly address the evaluation criteria, Evaluation, on its own document. Failure to comply with all instructions and address the evaluation factors may result in the quote being found nonresponsive and/or technically unacceptable and removal from consideration.

- **Price**.

The contractor shall submit an all-inclusive firm fixed price quote in response to this solicitation. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local Taxes, **TERO** fees, Delivery,

Shipping & Handling, Goods, Service, Labor, and all other fees necessary to complete the work. The quote may be determined unacceptable and removed from further consideration of the quote contains incomplete pricing or verbiage which indicates that price is subject to change after award. The Contractor shall complete and submit Section B – Price.

- **Set-aside Compliance.** The contractor shall complete and submit with the quote the DIAR IEE representation, 1452.280-4 Indian Economic Enterprise Representation (FEB 2021), included in this solicitation. Incomplete information, alternate forms or substitutes shall not be accepted. Prospective contractors who do not qualify under the solicitation set aside will be removed from further consideration.
- **Contractor Capability.** Prospective contractors must demonstrate sufficient resources to fulfill the contract or the ability to acquire them. The possession and retention of key personnel are fundamental requirements for successful contract execution. The government seeks companies who possess staff ready for placement upon contract award. Contractors should outline in their quote how they plan to staff and manage the contract, specifying the methods they will use to meet all contractual obligations. The quote shall include acceptable evidence of the contractor's ability to secure necessary resources. Acceptable evidence consists of a commitment or explicit arrangement, that will be in existence at the time of contract award, to acquire the key personnel. The commitment or arrangement shall identify the length of commitment time.
- **Experience.** The prospective contractor shall demonstrate in the quote sufficient experience providing the same or similar services, as it relates to this requirement. Sufficient experience is considered to be at least one year of successful contract performance. The information shall include a brief description of the service provided, length of time, and location. Having a track record of experience providing the same or similar service under a contract is an indicator of future performance and reducing risk. Relevant experience with similar contracts shows a contractor's capabilities, expertise, and understanding of the specific requirements.
- **Key Personnel.** Key personnel are the Physical Therapist.

Designated personnel must demonstrate appropriate education, licensure, experience, and capability to independently fulfill the responsibilities as outlined in the statement of work, Required Skills and Qualifications. The quote shall address the following:

  - On-site Service: The quotation must affirm the provider's ability to deliver on-site service.
  - Licensure, Certification, Education.
    - Must hold a current, valid, and unrestricted license to independently practice as a Physical Therapist, in the State of North Dakota.
    - Doctorate Degree in Physical Therapy from a program accredited by the Commission on Accreditation in Physical Therapy Education (CAPTE).
    - Successful completion of the National Physical Therapy Examination (NPTE).
  - Experience.
    - Minimum of five (5) years of professional experience as a Physical Therapist, in a school-based setting.
    - Demonstrated experience working with students with special needs.
    - Experience developing, implementing, and monitoring Individualized Education Programs (IEPs).

- **Subcontracting**. The quotation must provide a comprehensive list of all subcontractors involved, detailing the specific tasks assigned to each subcontractor and indicating the percentage of work they are responsible for. The Contractor is obligated to review and complete the attached Subcontracting Limitations Certification and submit it along with the quotation. If all work is self-performed, the quotation should explicitly state that subcontractors will not be utilized and that all work will be completed internally.
- The contractor shall identify the company Tax ID, Cage Code, UEI number in the quote.
- The contractor shall include a current point of contact information which includes first name, last name, e-mail, telephone number, and physical mailing address.
- The contractor shall acknowledge all amendments.
- The contractor shall be properly registered in SAM.gov to include small business status.
- The Government shall not be liable for any fees/costs incurred by quotation preparation. Preparing and submitting a quote in response to this solicitation is strictly voluntary.
- E-mail attachments shall be in PDF format and compatible with Microsoft Office software. NO zipped files permitted.
- All inquiries, questions, quotations, & amendments shall be submitted to: leahr.azure@bie.edu

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

QUOTE EVALUATION

Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Contractor whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Quotes will undergo a comparative evaluation to determine which quote provides the best value for the Government. The government reserves the right to select a quote other than the lowest priced quote, if the benefits justify the additional cost. Selection for award is not based on price alone.

The Government intends to make an award without engaging in discussions or negotiations; therefore, quoters should ensure their initial submission presents optimal technical and pricing terms. The Government retains the discretion to clarify elements of any quote and may elect not to award a contract, subject to the quality of submissions and available funding.

The following factors shall be used to evaluate quotes:

Experience

The quote will be evaluated based on the contractor's demonstrated experience in delivering services that are identical or closely aligned with the requirements specified in this solicitation. Such experience illustrates the contractor's capacity to meet the responsibilities defined within the scope of work.

Capability

Key personnel constitute a critical resource for achieving successful contractor performance; consequently, the contractor's capability will be assessed. Evidence of a formal arrangement or agreement between the Contractor and key personnel—contingent upon award—will be evaluated to determine the contractor's ability to deploy qualified staff promptly following contract award. The ability to retain key personnel will be assessed to include length of commitment time.

Key Personnel

Quotes will be evaluated to ascertain the Contractor's capacity to supply key personnel who meet the qualifications, possess relevant experience, and demonstrate capability as outlined in Section D - Statement of Work, and Section E - Instructions.

Price

The quotation will be assessed to determine its fairness and reasonableness.
Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

Clause	Title	Date
Incorporated by Reference –		
1452.280-1	Notice of Indian small business economic enterprise set-aside.	Feb 2021
1452.280-4	Indian Economic Enterprise representation.	Feb 2021

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:	140A2326Q0138
Project Title:	Physical Therapist
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:

Subcontracting Limitation – Certifications

DIAR 1452.280-2(a)(ii) Notice of Indian Economic Enterprise set-aside.

The company hereby certifies that the Indians or Federally Recognized Indian Tribes shall, together, receive at least 51 percent of the earnings from the contract.

FAR 52.219-14 Limitations on Subcontracting
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

The Contractor shall comply with the limitations on subcontracting by the end of the base term of the contract and then by the end of each subsequent option period.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants. (1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions. (2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

The company certifies that the quotation has been prepared to ensure complete adherence to subcontracting limitations and the appropriate allocation of payment percentages among all involved parties, pursuant to **DIAR 1452.280-2, 1452.280-3 and FAR 52.219-14.**

_____	_____
Printed Name & Title	Date
_____	_____
Signature	Solicitation Number