SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140A2326R0023	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	05/28/2026	1		25

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE A23	8. ADDRESS OFFER TO
Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Yui Hoptowit	8089782605

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

This information is provided for the following project: Havasupai Elementary School, Playground and Flood Prevention

1. SUBJECT TO FAR 52.232-18 AVAILABILITY OF FUNDS:

AVAILABILITY OF FUNDS (APR 1984)
Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of clause)

2. Funding: A single firm fixed-price contract will be made under this solicitation. The Government reserves the right to cancel this solicitation/Request for Proposal (RFP) before the closing date.

3. RFP Deadline: June 11, 2026 at 5 PM (MDT). The Contracting Officer expects prospective contractors to

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 ***(hour)*** local time 06/11/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY A23

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

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Yui Hoptowit

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	provide their proposal via e-mail to yui.hoptowit@bie.edu. 4. Questions and Answers: Any questions relating to this solicitation shall be submitted to the following individuals: Contracting Officer (CO), and Contracting Officer's Representative (COR) no later than June 3, 2026 at 5 PM MDT. Any questions sent shall be submitted on the Questions and Answers Log attached to this RFP. 5. Wage Determination: Wage for all contractors and subcontractors must comply with Davis Bacon Wage Determinations. The current determination is #AZ20260012; See attachment - Wage Determination. Be advised the determination that is current at the time of the contract awarded is the determination that will apply for the project. Current determinations are always available at: https://sam.gov/. 6. A notice to proceed (NTP): An NTP will be issued after the kick-off/pre-construction meeting, Receipt of Bonding and Valid Background Screening. 7. Period of Performance: Sixty (60) calendar days from the notice to proceed. 8. In accordance with the FAR Part 36.204(d): Disclosure magnitude of construction projects, the estimated price range is between $250,000 and $500,000. 9. Special attention is called to FAR Clause 52.236-7, Permits and Responsibilities and FAR Clause 52.229-3, Federal, State and Local Taxes. Offerors are responsible for contacting the tax authorities and tribe or tribal organization involved with regard to any requirements regarding state taxes, tribal taxes, royalites, and/or other applicable tribal laws or ordinances. Any costs associated with this section shall be included in the contractor's firm fixed price proposal. Contractor is responsible for contacting the appropriate TERO and/or appropriate Tribal Continued...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Taxation Authority office for coordination and approvals. Please refer to Section H and the applicable clauses for additional information about these requirements. 10. A contract is being competed using the Lowest Price Technically Acceptable source selection process described in Section L & M. In accordance with section M, the total price will be evaluated upon reasonableness and completeness. Note, only the lowest responsive offer is technically acceptable, award will be made to that offeror, and no other offeror will be reviewed for technical acceptability. 11. Proposal acceptance period/date: The proposal acceptance period shall extend ninety (90) days past the RFP closing date. 12. It has been determined that only images will be included in the solicitation package, and a site visit will not be permissible (as the tribe requires pre-approval via permits and reservations to travel into the canyon). The offeror must rely on information provided by the Government, such as drawings, specifications, and exploratory data, etc. 13. Point of Contact: CO/COR: CO: Yui Hoptowit, yui.hoptowit@bie.edu COR: Marvin Charley, marvin.charley@bie.edu				

PART I – THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS:

Base Items	Supplies/Services	Qty	Unit of Issue*	Unit Price	Total Price
1	Construction/Demolition/Installation	1	JB	$	$
				Profit:	$
				Subtotal:	$
				Bonding:	$
				Applicable TERO Fees:	$
				All Applicable Taxes (Tribal and/or State):	$
Total Proposed for Base Items $					

* UNIT OF ISSUE – LS – Lump Sum; LSQ - Lump Sum Quantities, JB - Job

B.2 PAYMENT FOR BOND PREMIUMS:

Payment for bond premiums, in accordance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under separate line item.

B.3 FAR 52.232-18 AVAILABLITY OF FUNDS:

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.(End of clause)

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT:

The contractor shall furnish all necessary personnel, supervision, materials, equipment, services and facilities (except as otherwise specified) to perform the Playground Safety and Flood Prevention PHASE I at Havasupai Elementary School in, Supai AZ, in the accordance with the Statement of Work or Specifications (attachments to the Statement of Work/ Specifications are listed in Section J and are hereby made part of this solicitation and any resultant contract).

C.2 PROJECT LOCATION:

Havasupai Elementary School
40 Main Street,
Supai, AZ 86435

C.3 PROJECT MAGNITUDE:
Pursuant to FAR 36.204(d), the estimated price range is: Between $250,000 and $500,000

C.4 TECHNICAL SPECIFICATIONS:
All Project Specifications and Requirements are listed in Attachment 1

C.5 FINAL PHOTOGRAPHIC DOCUMENTATION:
The contractor shall provide high-resolution digital photographs documenting the completed project. These photos shall be submitted upon final project completion and included with the final deliverable package. Photographs shall be emailed to BIE_confacphotos@bie.edu.

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING:
a. All shipments of materials, equipment and/or supplies to the project site shall be addressed to the Contractor and not the Bureau of Indian Education. Preservation, packaging and packing shall be in accordance with standard practice for commercial packaging.

b. Materials provided by the Contractor shall be new and, where appropriate, shall arrive on-site in original containers sealed by the manufacturer. The Government reserves the right to refuse any materials not deemed adequate.

c. Materials damaged by equipment, water, or dirt are not acceptable.

d. Materials shall be stored in a manner acceptable to the manufacturer. Storage requirements include protection from rain, etc. The Contractor shall provide adequate storage; the Government may provide storage if interference with Government operations do not occur. This will be coordinated with the Government prior to mobilization. Manufacturer's requirements shall be strictly adhered to.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 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

Clause	Title	Date
52.246-12	Inspection of Construction	AUG 1996

SECTION F: DELIVERIES OR PERFORMANCE

F.1 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

Clause	Title	Date
52.211-18	Variation in Estimated Quantity	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.242-14	Suspension of Work	APR 1984
52.242-17	Government Delay of Work	APR 1984

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK APR 1984

The Contractor shall be required to (a) commence work under this contract within ten 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after NTP. The time stated for completion shall include final cleanup of the premises.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 **POST AWARD CONFERENCE:**

A post award conference with the successful offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held virtually via Microsoft Teams and further information will be provided after award.

G.2 **CONTRACT ADMINISTRATION- GOVERNMENT**: All administrative questions shall be directed to:

(Note: This is a virtual team - please correspond via email.)

Yui Hoptowit, BIE Contracting Officer – Div. of Acquisition Operations
1011 Indian School RD NW
Albuquerque, New Mexico 87104
Telephone No.: (808) 978-2605
Email: yui.hoptowit@bie.edu

G.3 **CONTRACT ADMINISTRATION- CONTRACTOR**:

Designate a person whom the Government may contact during the period of the contract for prompt action on matters pertaining to the administration of the contract. Authorized Administrator is:

Company Name	
POC Name	
POC Email	
Company Address	
POC Phone #	

G.4 **CONTRACTING OFFICER**:

The Contracting Officer means a person who is the principal individual and responsible representative of the Government with the authority to enter into, administer and/or terminate contracts and make related determinations and findings pertaining to the contract. The Contracting Officer signs all contractual documents, approves and signs all modifications to contracts, processes and approves payment requests, reviews and makes final decisions on contractual discrepancies, and administers the contract. The Contracting Officer is the only authorized individual to make changes to the contract.

G.5 **CONTRACTING OFFICER'S REPRESENTATIVE**:

a. The Contracting Officer shall designate a Contracting Officer's Representative (COR) who will represent the Contracting Officer in the technical phase of the work. The COR's duties, responsibilities, and limitations of authority will be set forth in a written COR designation letter. A copy of the COR designation letter will be made available to the Contractor.
b. The COR is not authorized to make any changes to the terms and conditions of this contract. Only the Contracting Officer is authorized to make any changes to the contract by a properly written signed modification to the contract.
c. The Contracting Officer is the only official who can legally commit or obligate the Government for expenditure of public funds.

G.6 **DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS SEP 2011**

a. The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
b. The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to

this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

c. The COR is not authorized to perform, formally or informally, any of the following actions:
   1. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
   2. Waive or agree to modification of the delivery schedule;
   3. Make any final decision on any contract matter subject to the Disputes Clause;
   4. Terminate, for any reason, the Contractor's right to proceed;
   5. Obligate in any way, the payment of money by the Government.

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

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

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

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

G.7 **INVOICE AND PAYMENT:**

Electronic Invoicing and Payment Requirements- Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: Reference FAR 52.232-5, 52.232-16, 52.232-27 and 52.232-33.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 **TRIBAL TAXES AND/OR TERO FEE REQUIREMENTS:**

a. Special attention is called to FAR Clause 52.236-7, Permits and Responsibilities and FAR Clause 52.229-3, Federal, State, and Local Taxes. Offerors are responsible for contacting the tribe, or tribal organization

involved, regarding any requirements pertaining to tribal taxes and/or other applicable tribal laws or ordinances. Any costs associated with this section shall be included in the contractor's bid.

b. Offerors are also responsible for contacting the tribe's Tribal Employment Rights Ordinance/Office (TERO) to obtain information on applicable TERO requirements or fees. FAQ's about TERO can be found at councilfortribalemploymentrights.org/tero-faq.

H.2 **CONTRACTOR SAFETY PROGRAM REQUIREMENTS:**

In accordance with FAR 52.236-13, Accident Prevention - Alternate I,

a. Safety Program Submittal: Prior to commencement of work, submit the written plan for implementing this clause to: yui.hoptowit@bie.edu. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards.
b. Pre-Construction Safety Meeting: Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

H.3 **DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT:**

In accordance with FAR 52.236-21, Specifications and Drawings for Construction, all designs, drawings, specifications, or other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws.

H.4 **CONTRACTOR SECURITY REQUIREMENTS**:

At the Pre-construction Conference (and prior to beginning work on the contract), the Contractor shall provide a list of all on-site personnel, including sub-contractors (including second and third-tier subcontractors) and suppliers, to the Contracting Officer. The contractor shall update this list when changes occur. Contractor personnel not listed may be denied access to a facility. Contractor personnel will be restricted to designated working areas and any personnel violating this policy may lose access to the facility. Contractor personnel shall have photo identification at all times while working on BIA/BIE facilities. Contractors shall provide the COR with 24 hours of advance notice of every delivery to the site (e.g., concrete, lumber, etc...) and provide the company name, delivery person, and phone number of the firm(s) making deliveries. Otherwise, access to a facility may be denied.

H.5 **REAL ID ACT OF 2005**:

The Real ID Act of 2005 established minimum security standards for license issuance and production and prohibits Federal agencies from accepting for certain purposes driver's licenses and identification cards from states not meeting the Act's minimum standards. To this purpose there are five states that are not in compliance with the Act nor have they received an extension to come into compliance with the act. Those states are Illinois, Minnesota, Missouri, New Mexico and Washington State. Anyone under this contract, to include subcontractors, who holds a driver's license from any of states without approved licenses and require access to a military facility will be required to provide identification other than a driver's license to gain access. It is the responsibility of the Contractor to ensure that they are in accordance with the Real ID Act and any other requirements for base access. For the states of Washington and Minnesota an enhanced driver's license is acceptable to gain access. Other forms of identification that are acceptable for military facility access are included as an attachment to this modification. Further information on the Real ID Act can be found here: http://www.dhs.gov/real-id-enforcement-brief#.

H.6 **EXISTING UTILITIES**:

Utility locations when shown are approximate. The contractor shall field verify all utility locations before digging or trenching. This shall include but not be limited to the use of sonic, electronic or magnetic detection devices, by noting pull box and utility box locations at the surface, and by potholing. Contractor shall be responsible for repairing any utilities damaged during construction at no additional cost to the Government.

H.7 BACKGROUND INVESTIGATIONS

1. General Requirements
In accordance with 25 U.S.C. § 3201 et seq. (P.L. 101 630), the Indian Child Protection and Family Violence Prevention Act; 34 U.S.C. § 20351 et seq. (P.L. 101 647), the Crime Control Act of 1990; and 441 Departmental Manual, Personnel Security and Suitability Requirements, positions involving regular contact with or control over Indian children require a background investigation and a suitability determination. Note: for construction contractor personnel, BIE HRO/Personnel Security Branch (PSB) policies require certain construction contractor personnel to undergo background investigations to ensure security and controlled access at BIE operated facilities when students are present.

2. Cleared and Non Cleared Personnel
a. Cleared Personnel. The Contractor shall ensure that a sufficient number of supervisory employees/contractors/agents complete a background investigation and receive a favorable determination from BIE HRO/PSB ("Cleared Personnel").
b. Non Cleared Personnel. Personnel not designated as Cleared Personnel ("Non Cleared Personnel") may perform work onsite only when all supervision, monitoring, and physical security controls identified in this clause are fully implemented.
c. Minimum Ratio. When students are present at BIE operated facilities, the ratio of Cleared Personnel to Non Cleared Personnel shall not exceed 1:8.

3. Supervision and Monitoring Requirements
a. Non Cleared Personnel shall remain under line of sight supervision by Cleared Personnel at all times.
b. Cleared Personnel must be positioned at each entry/exit point or placed such that they can maintain continuous visual oversight.
c. The construction site shall be continually monitored to ensure Non Cleared Personnel have no contact or interaction with students.

4. Physical Security Measures
a. The Contractor shall fully enclose the construction site with a minimum 6 foot high fence. Where fencing is not feasible, the Contractor shall implement alternative physical barriers and/or controlled access measures providing equivalent security.
b. The Contractor shall provide all necessary onsite facilities (e.g., portable restrooms) to prevent Non Cleared Personnel from entering any building where students may be present.
c. If Non Cleared Personnel must enter such a building, they shall:
1. Be escorted at all times by Cleared Personnel;
2. Obtain a work pass and/or visible badge from the site's administrative office;
3. Display the badge on exterior clothing at all times.

5. Background Investigation Processing Requirements
a. Background investigation documentation for all Cleared Personnel shall be submitted prior to issuance of the Notice to Proceed (NTP).
b. Contractors shall inform their employees of the importance of emailing the BIE PerSec staff on any delays at any stage of the background investigation process to prevent discontinuation of their investigation.
c. Personnel receiving an unfavorable screening or final background investigation determination shall not be permitted onsite.
d. Unauthorized presence of personnel lacking clearance or required supervision may result in removal from the premises and may constitute grounds for termination for default.

6. Contractor Responsibility
If an unfavorable screening or final background investigation determination is issued, the Contractor or proposed employer may be deemed non responsible and ineligible for award. During contract performance, employees with an unfavorable determination shall not provide services requiring access to any BIE operated facility when students are present.

7. COR Responsibilities
The COR shall initiate background check by submitting the BIE Personnel Security Intake Packet, ensure the completion of all required investigative forms, and coordinate with BIE HRO/PSB for screening and final adjudication.

8. Applicability Determinations
If questions arise regarding whether contract personnel require background investigations, consult with the COR and the Contracting Officer but the BIE Personnel Security Officer retains final authority for determining background investigation requirements.

H.8 **BONDING REQUIREMENTS**:

a. Bid Bond – The amount of the bid bond shall be 20% of the original contract price.
b. Performance Bond – The amount of the performance bond shall be 100% of the original contract price.
c. Payment Bond – The amount of the payment bond shall be 100% of the original contract price.
d. Individual Surety – The bidders shall comply with FAR Clause 52.228-11, Pledge of Assets.
e. Third Party Indemnification Agreements. The bidder shall furnish a copy of any indemnification agreements that it entered into in order to secure the bonds required by the solicitation by the time set for bid opening. If an indemnification agreement was not requirement in order for the bidder to obtain the required bonds, an affidavit to that effect shall be provided by the surety along with the bid bond by the time set for bid opening. Failure to furnish a copy of the required indemnification agreement or the surety's affidavit may cause the bid to be rejected.

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 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: https://www.acquisition.gov/far and https://www.acquisition.gov/diar

CLAUSES	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
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 and Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
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
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
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
52.215-2	Audit and Records – Negotiation	JUN 2020
52.215-8	Order Precedence – Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.219-14	Limitations on Subcontracting	OCT 2022
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Representation	JAN 2025
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUNE 2003
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees (DEVIATION FEB 2025)	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52-222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Affirmative Action for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
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
52.222-55	Minimum Wages Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	MAY 2024
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right to Know Information	MAY 2024
52.223-21	Foams	MAY 2024
52.225-9	Buy American – Construction Materials	OCT 2022
52.225-13	Restriction on Certain Foreign Purchases	FEB 2021
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUNE 2000
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.228-11	Individual Surety - Pledges of Assets	FEB 2021
52.228-12	Prospective Subcontractor Request for Bonds	DEC 2022
52.228-15	Performance and Payment Bonds - Construction	JUN 2020
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payment	NOV 2021
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-- System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes and Alternate I (DEC1991)	MAY 2014

52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law For Breach Of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities, in all solicitations and contracts	NOV 2024
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.243-8	Value Engineering – Construction	OCT 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination for Convenience of the Government (Fixed Price) and Alternate I (SEP 1996)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
1452.203-70	Restriction on Endorsements	JUL 1996
1452.215-70	Examination of Records by the Department of the Interior	APR 1984
1452.236-70	Prohibition Against Use of Lead-based Paint	JUL 1996

I.2 FAR 52.204-1 APPROVAL OF CONTRACT DEC 1989

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS–PROHIBITION DEC 2023

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

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a

DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
(b) *Prohibition.*
(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).
(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5)
(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to

determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) *Notice and reporting requirement.*
(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3)
(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.
(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
(i) Within 3 business days from the date of such identification or notification:
(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
(e) *Subcontracts*.
(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

I. 4 DIAR 1452.204-7 RELEASE OF CLAIMS JUL 1996

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

I. 5 DIAR 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:
$100,000 each person*
$300,000 each occurrence*
$10,000 property damage* *These amounts to be set by the Contracting Officer.

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.

I.6 DIAR 1452.280-2 NOTICE OF INDIAN ECONOMIC ENTERPRISE SET-ASIDE FEB 2021

(a) Definitions as used in this clause.
Alaska Native Claims Settlement Act (ANCSA) means Public Law 92-203 (December 18, 1971), 85 Stat. 688, codified at 43 U.S.C. 1601-1629h.
Indian means a person who is an enrolled member of a Federally Recognized Indian Tribe.
Indian Economic Enterprise means any business activity owned by one or more Indians or Federally Recognized Indian Tribes, provided that:
(i) The combined Indian or Federally Recognized Indian Tribe ownership of the enterprise shall constitute not less than 51 percent;
(ii) The Indians or Federally Recognized Indian Tribes shall, together, receive at least 51 percent of the earnings from the contract; and
(iii) The management and daily business operations of an Indian Economic Enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. Management of Tribally owned Indian Economic Enterprises may be provided by:
(A) Committees, teams, or Boards of Directors which are controlled by one or more members of Tribe, or;
(B) Non-Tribal members if the enterprise can demonstrate that the Tribe can hire and fire those individuals, that it will retain control of all management decisions common to Committees, teams, or Boards of Directors. Common management decisions, include strategic planning, budget approval, and the employment and compensation of officers. A written management development plan must also exist which shows how Tribal members will develop managerial skills sufficient to manage the enterprise or similar enterprises in the future.
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.
Federally Recognized Indian Tribe means an Indian Tribe, band, nation, or other Federally recognized group or community on the List of Federally Recognized Tribes. This definition includes any Alaska Native regional or village corporation under the Alaska Native Claims Settlement Act (ANCSA).
List of Federally Recognized Tribes means an entity appearing on the United States Department of the Interior's List of federally recognized Indian Tribes published annually in the Federal Register pursuant to Section 104 of Public Law 103-454, codified at 25 U.S.C. 5131.
Representation means the positive statement by an enterprise of its eligibility for preferential consideration and participation for acquisitions conducted under the Buy Indian Act, 25 U.S.C. 47, in accordance with the procedures in Subpart 1480.8.
(b) General.
(1) Under the Buy Indian Act, offers are solicited only from Indian Economic Enterprises.
(2) The Contracting Officer (CO) will reject all offers received from ineligible enterprises.
(3) Any award resulting from this solicitation will be made to an Indian Economic Enterprise, as defined in paragraph (a) of this clause.
(c) Required Submissions. In response to this solicitation, an offeror must also provide the following:
(1) A description of the required percentage of the work/costs to be provided by the offeror over the contract term as required by section 1452.280-3, Subcontracting Limitations clause; and
(2) Qualifications of the key personnel (if any) that will be assigned to the contract.
(d) Required Assurance. The offeror must provide written assurance to the CO that the offeror is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.
(e) Non-responsiveness. **Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.**
(f) Eligibility.
(1) Participation in the Mentor-Protégé Program established under section 831 of the National Defense Authorization Act for Fiscal Year 1991 (25 U.S.C. 47 note) does not render an Indian Economic Enterprise ineligible for contracts awarded under the Buy Indian Act.

(2) If a contractor no longer meets the definition of an Indian Economic Enterprise after award, the contractor must notify the CO immediately and in writing. The notification must include full disclosure of circumstances causing the contractor to lose eligibility status and a description of any actions that the contractor will take to regain eligibility. If the contract is unable to regain eligibility, then the contractor must revise its the representations and certifications in the System for Award Management. Failure to give the CO immediate written notification means that:
(i) The economic enterprise may be declared ineligible as an IEE for future contract awards under this part; and
(ii) The CO may consider termination for default if it is in the best interest of the government.

I.7 DIAR 1452.280-3 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS FEB 2021

(a) Definitions as used in this clause.
(1) *Concern* means any business entity with a place of business located in the United States or its outlying areas and that makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, materials and/or labor, etc. It includes but is not limited to an individual, partnership, corporation, joint venture, association, or cooperative. For the purpose of making affiliation findings (see FAR 19.101), it includes any business entity, whether or not it is organized for profit or located in the United States or its outlying areas.
(2) *Subcontract* means any agreement (other than one involving an employer-employee relationship) entered into by a government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract, contract modification, or subcontract.
(3) *Subcontractor* means a concern to which a contractor subcontracts any work under the contract. It includes subcontractors at any tier who perform work on the contract.
(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14 Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.
(c) Any work that an IEE subcontractor does not perform with its own employees shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.
(d) Cooperation. The contractor must:
(1) Carry out the requirements of this clause to the fullest extent; and
(2) Cooperate in any study or survey that the CO, Indian Affairs, or its agents may conduct to verify the contractor's compliance with this clause.
(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for supplies, general services, A-E services, and construction awarded under this contract.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENTS

1.	**STATEMENT OF WORK**	**29 PAGES**
2.	**Questions and Answers Log**	**1 PAGE**
3.	**SF 24, BID BOND**	**2 PAGES**
4.	**SF 25, PERFORMANCE BOND**	**2 PAGES**
5.	**SF 25A, PAYMENT BOND**	**2 PAGES**
6.	**SF 1413, STATEMENT OF ACKNOWLEDGEMENT**	**1 PAGES**
7.	**WAGE DETERMINATION**	**22 PAGES**
8.	**IA Form 3000v2**	**2 PAGES**
9.	**IA – IEE Representation Form**	**1 PAGE**
10.	**HES Drawings Phase I**	**19 PAGES**

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

K.2 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 completedby 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): https://www.acquisition.gov/far and https://www.acquisition.gov/diar

Clause	Title	Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-13	Violation of Arms Control Treaties or Agreements-Certification	NOV 2021
52.236-28	Preparation of Proposals-Construction	OCT 1997

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAR 2026

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.
(2) The small business size standard is $19.0m.
(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 $200,000.
(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 $105,767, 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.*]
X (i) 52.204-17, Ownership or Control of Offeror.
X
__ (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)

K.4 FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures DEC 2023

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures. (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to

determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

K.5 DIAR 1452.280-4 INDIAN ECONOMIC ENTERPRISE REPRESENTATION FEB 2021

(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.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 INSTRUCTION TO OFFERORS:

a. The Offeror is advised that an award may be made without discussion, exchanges, or any contact concerning the offer received. Therefore, offerors should present their best and final price at time of proposal submission. The Offeror should not assume that they will be contacted or afforded an opportunity to qualify, discuss, or revise their price proposal after submission. Work is all inclusive for complete and useable systems and price proposals must contain all associated costs.
b. The offeror must take into consideration any amendments, addendums to the plans and specifications, and will acknowledged in block 19 on the Standard Form 1442 - Solicitation, Offer, and Award.
c. The solicitation requires a proposal of ALL line items; failure to do so may result in the proposal being rejected without further consideration. If a proposal on an item is unavailable, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
d. See DIAR 1452.280-2(c) and (d), Section K: Provide (1) description of the required percentage of the work/costs to be provided by the offeror over the contract term (2) key personnel qualifications and (3) required assurance (that offeror is and will remain in compliance). Failure to provide the information required may cause the offer to be considered non-responsive & rejected.
e. See DIAR 1452.280-4, Section K: Complete and return self-certification.

L.2 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 completedby 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): https://www.acquisition.gov/far and https://www.acquisition.gov/diar

Clause	Title	Date
52.204-7	System for Award Management	NOV 2024
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.215-1	Instructions to Offerors – Competitive Acquisition	NOV 2021
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.225-10	Notice of Buy American Requirement-Construction Materials	MAY 2014

L.3 FAR 52.216-1 TYPE OF CONTRACT APR 1984

The Government contemplates awarding a SINGLE firm fixed construction contract resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (Deviation)

a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Yui Hoptowit, yui.hoptowit@bie.edu.
b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
c. 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 for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.5 FAR 52.236-27 SITE VISIT (CONSTRUCTION) FEB 1995

a. The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.
b. Site visits may be arranged for a date no later than May 13, 2026, during normal duty hours by contacting:
Name: Yui Hoptowit
E-mail: yui.hoptowit@bie.edu

L.6 ADDENDA TO FAR 52.215-1, PARAGRAPH C – SUBMISSION OF PROPOSALS

a. **Contact the Contracting Officer by phone/email if you do not understand any part of the instructions**.
b. Submit proposal via email to the Contracting Officer: Yui Hoptowit, yui.hoptowit@bie.edu
c. Offeror must be actively registered at https://www.sam.gov in order for an offer to be considered.
d. Offeror must be meet the definition an Indian economic enterprise as defined in DIAR 1480.201.
e. An offeror's proposal must consist of two **separate** volumes:

Volume	Section/Title	Copies	Size Limit
I	Price Proposal	1 Copy- Emailed	N/A
II	Technical Proposal	1 Copy- Emailed	20 pages

If the page limitations are exceeded, the excess pages will not be considered in the evaluation of the proposal.
f. Page & Font Size Format: Page- 8.5 x 11" dimensions; Times New Roman Font, size 12.
g. The documents must be in Microsoft Word, Microsoft Excel, or Adobe PDF and allow for searchable text and copy & past functions.
h. Proposal must be clear, concise, and must include sufficient detail for effective evaluation and for sustaining the validity of stated claims. The proposal should not simply rephrase or restate the government's requirements but must provide convincing rationale to address how the offeror intends to meet these requirements.
i. Each volume must include the following information:
  i. Volume number and name of volume
  ii. Solicitation title
  iii. Offeror's name, address, and contact information
  iv. Date of proposal and validity date
  v. DUNS/UEI number
  vi. A detailed table of contents to delineate the subparagraphs within that volume.
  vii. If not noted within the document, a glossary of acronyms used.

VOLUME I - PRICE PROPOSAL

All offers may include only items noted below and don't have to return the entire solicitation:

a. **Signed Standard Form 1442**, Solicitation/Offer/Award (Construction, Alteration, Repair), with blocks 14 – 20c completed by the offeror.
b. **Section B - Schedule of Items**; all blocks must be completed by the offeror; all items must be priced.
c. **Section I – DIAR 1452.280-3(c) and (d)**: provide the required submissions and assurance. Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.
d. **Section K - Offeror Representations and Certifications** – Complete and return information in each applicable provision in Section K (52.204-8, 52.204-24, 52.209-7, 52.219-4) **or, if representations & certifications were completed online at** www.sam.gov; **mark 52.204-8(b)(2) accordingly & return**.
e. **Acknowledgement of solicitation amendments** (if applicable). This can be accomplished by either completing

section 19 on the SF-1442 or by submitting the signed SF-30(s) with the SF-1442.

f. Scanned copy of fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).

VOLUME II – TECHNICAL PROPOSAL

The technical proposal shall include, at a minimum, the information below in sufficient detail to allow for evaluation based on the criteria identified in Section M - Evaluation for Award. It is strongly suggested that offerors organize their technical proposal with individual sections that address each of the following evaluation criteria:

FACTOR 1.	A Technical Approach to Performing the Work: At a minimum, describe your planned approach to performing this work. Include the type of equipment to be used, logistics of equipment and supply delivery, risk management, environmental compliance, safety, crew accommodations, major sub-contractors and their roles, biobased products to be used in the accomplishment of the work, and resolution of potential issues and challenges.
FACTOR 2.	A Key Project Management/Technical Support description that addresses key personnel, teaming partners, and/or subcontractors. Include organizational charts identifying key roles, the responsibilities, and resumes of those personnel. Limited to 3 pages per resume, identify qualifications & experience.
FACTOR 3.	A Project Schedule that includes an execution schedule outlining completion within the required period of performance. Capture all definable features of work, execution timelines, and highlight critical path items. Demonstrate coordination of work activities, phasing, and ensure the project will be delivered on times and on budget. The offeror shall specify their proposed period of performance in number of calendar days. The schedule may be prepared using the Gantt chart, or Microsoft scheduling software or equivalent.
FACTOR 4.	A Quality Control Plan that demonstrates how to resolve problems logically, effectively, and expeditiously. Explain the management tools, resources, and methods used to identify, report, track, and resolve problems with no overlapping of duties and responsibilities for the QC staff.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 – PROPOSAL EVALUATION:

The government intends to award a single firm fixed price contract from this solicitation. These procedures set forth the evaluation factors against which proposals will be evaluated, and the basis upon which a contract award will be made. The Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to conduct exchanges in accordance with FAR 15.306 if the Contracting Officer determines them to be necessary.

M.2 – EVALUATION FACTORS:

The evaluation will be conducted in two phases:

Phase I. Preliminary Screening

Preliminary screening to determine if the proposal contains the data submission prerequisites described in Section L. Failure to submit the required information will result in elimination of the proposal for award consideration (non-responsive).

Phase II. Proposal Evaluation

After Phase I, proposals will be evaluated using the Lowest Price Technically Acceptable process defined in FAR 15.101-2. Proposals will be evaluated for acceptability but not ranked using the non-cost/price factors. Only the lowest price responsive offer will be examined for technical acceptability. If the lowest price responsive offer is technically acceptable, award will be made to that offeror and no other offers will be reviewed for technical acceptability. If the lowest price responsive offer is not technically acceptable, the second lowest price responsive offer will be reviewed for technically acceptability. The government will proceed in this fashion until the next lowest price responsive offer is determined to be technically acceptable. The contractor's proposal must demonstrate the ability to satisfy all technical requirements as set forth in Section C - Description/Specifications/Statement of Work and must conform to all required

terms and conditions of the contract.

PRICE EVALUATION:
The criteria includes consideration of information provided to support the proposal prices in Section B, Schedule of Items. The Government intends to assess the price/cost breakdown to determine (1) reasonableness and (2) completeness. The Government also reserves the right to evaluate for cost realism. Any inconsistencies between proposed performance and price must clearly be justified. For example, if unique and innovative approaches are the basis for an abnormally low proposed price, the nature of these approaches and their impact to the proposed price must be clearly documented. The burden of credibility of price (ex. abnormally low) rests solely with the offeror. The following evaluation criteria shall apply:

a. Reasonableness: Price reasonableness evaluations will use the procedures and techniques of FAR subpart 15.4. Unbalanced pricing will be grounds for finding an offer unacceptable.
b. Completeness: Price proposal will be evaluated to determine whether the offeror provided sufficient data as required by the solicitation.
c. Cost Realism: Cost realism analysis may be used to determine if the proposed price is unrealistically low in relation to the Government's Independent Cost Estimate, market conditions evidenced by other competitive proposals received, and the offeror's technical / management approach, such that there is a risk the offeror does not understand the procurement's technical requirements or may not satisfactorily perform at the proposed price. The government will reject proposals for offering prices that are determined to be unrealistic.

TECHNICAL EVALUATION

A technical proposal will be evaluated on an "acceptable" or "unacceptable" basis. The Technical Evaluation Team will provide a technical proposal a rating of acceptable or unacceptable, according to the chart listed below, and all elements must be met in order for the offer to be rated "acceptable".

DEFINITION	RATING
Passes (or meets) minimum standard requirements	Acceptable
Fails to meet minimum standard requirements	Unacceptable

a. Technical Standards:
(i) Technical Approach: An acceptable rating is met by a narrative that addresses all of the elements listed in Section L with a realistic and achievable approach that will effectively accomplish the work described in the Statement of Work. Logical inconsistencies, discrepancies between the approach and the Statement of Work, unrealistic or unachievable strategies, and factual errors will result in an unacceptable rating.

(ii) Key Project Management/Technical Support: An acceptable rating is met when the proposal addresses all of the elements listed in Section L with a qualified team of key personnel, teaming partners, and/or subcontractors that collectively can accomplish the work described in the Statement of Work. Proposal of unqualified personnel, illogical teaming structures, or insufficient resources to accomplish the work will result in an unacceptable rating.

(iii) Project Schedule: The offeror is required to provide a Progress Schedule that is complete, proper and accurate. An acceptable rating is met if the contractor addresses all elements required by the Gantt form, or an alternative form, that properly breaks out appropriate major elements of work, describes work elements in sufficient detail, accurately reflects a reasonable timeline, logically sequences major work elements reflecting a sound project approach and understanding of major project tasks, work element percentages of work values are accurate, reasonable and balanced, and overall project duration is within the specified maximum performance period duration or sooner. Proposal of an incomplete, improper, and inaccurate schedule will result in an unacceptable rating.

(iv) Quality Control Plan: An acceptable rating is met when the Quality Control Plan submitted is original and specific to the project and is consistent with Statement of Work. Quality Control Plans that parrot the Statement of Work or are inconsistent with the Statement of Work will result in unacceptable rating.

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability

standards for non-cost factors (technical standards).

END OF REQUEST FOR PROPOSAL