SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140A1626B0001	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 05/07/2026	PAGE 1 OF 30 PAGES

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 A16	8. ADDRESS OFFER TO
BIA CENTRAL 00016 12201 Sunrise Valley Drive Contracting Office Mail Stop-244 Reston VA 20192	Kurt Egner, Contracting Specialist kurt.egner@bia.gov Jessica Kidd, Contracting Officer jessica.kidd@bia.gov

9. FOR INFORMATION CALL	a. NAME Kurt Egner	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 0000000000

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)*

1. This is a competitive ISBEE set-aside acquisition. All responsible ISBEEs may submit a bid for consideration in accordance with these and other terms and conditions of the solicitation. Offerors are required to submit a completed Section K - Representations, Certifications, and Other Statements of Offerors or Respondents and the Indian Affairs Indian Economic Enterprise Representation Form with submission.

2. Funding: An award will be made under this solicitation, as funds are presently available. The Government reserves the right to cancel this solicitation before the closing date.

3. Bid Acceptance Period: The Bid acceptance period shall extend ninety (90) days past the closing date.

4. Questions and Answers: Any questions relating to this solicitation should be submitted to the Contracting Officer (CO) no later than June 19, 2026.

5. Notice to Proceed (NTP): The NTP will be issued after the acceptance of all required bonding and

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 1019 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** _____ ***).***

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
[X] 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 1200 ***(hour)*** local time 07/10/2026 (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 [X] 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)*

CODE FACILITY CODE

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

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

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

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)*

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)
	insurance. 6. Period of Performance: One Thousand and Nineteen (1,019) calendar days after issuance of NTP. 7. This solicitation requires the use of site surveillance and video monitoring. See SITE SURVEILLANCE AND VIDEO MONITORING in the technical specifications. 8. Disclosure of the Magnitude of Construction Projects: More than $10,000,000. 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, royalties 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 office for coordination and approvals. 10. Pre-Bid conference: June 3, 2026, at 11:00 AM Mountain Daylight Time. See Attachment 10 for agenda, meeting location coordinates and driving directions. 11. Point of Contact: Kurt Egner at kurt.egner@bia.gov (Contract Specialist)				

B - Supplies or Services/Prices

B.1 BID SCHEDULE

Provide unit prices and bid amounts for all items in the pricing schedule. If the unit price and bid amount do not match, the Government will assume the extended bid amount as the intended price.

BASE BID - Pumping Plant

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
0010	Mobilization and Demobilization	Lump Sum	1		
0020	Pumping Plant	Lump Sum	1		
BASE BID TOTAL (Total of CLINs 0010 and 0020)					

BID OPTIONS- Traveling Screen

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
0030	Mobilization and Demobilization*	1	LS		
0040	Traveling Screen*	1	LS		
OPTIONS TOTAL (Total of CLINs 0030 and 0040)					

BID TOTAL

TOTAL AMOUNT, BASE AND OPTIONAL ITEMS	

*** Option Notes**

- **Optional items 0030 and 0040, if exercised, will be exercised together. Neither optional item 0030 nor 0040 will be exercised individually.**
- **If exercised, optional items will be exercised within 150 days of NTP.**
- **If optional items 0030 and 0040 are exercised, no additional days will be added to the period of performance. Items 0030 and 0040 will have a period of performance of 275 days beginning with the date of option exercise.**

C - Description/Specifications

Please review the following attachments:

Attachment 1 - Scope of Work
Attachment 2 - Technical Specifications
Attachment 3 - Drawings

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E - Inspection and Acceptance

52.246-12 Inspection of Construction. (AUG 1996)

F - Deliveries or Performance

Clause Database	Clause Number	Clause Title
FAR	52.211-13	Time Extensions. (SEP 2000)
FAR	52.236-15	Schedules for Construction Contracts. (APR 1984)
FAR	52.242-14	Suspension of Work. (APR 1984)

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 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 1019 calendar days after receipt of the notice to proceed.. The time stated for completion shall include final cleanup of the premises.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

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THIS SECTION INTENTIONALLY LEFT BLANK

I - Contract Clauses

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (JUN 2020)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
FAR	52.203-7	Anti-Kickback Procedures. (JUN 2020)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (NOV 2021)
FAR	52.203-14	Display of Hotline Poster(s). (NOV 2021)
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
FAR	52.204-2	Security Requirements. (MAR 2021)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)
FAR	52.204-12	Unique Entity Identifier Maintenance. (OCT 2016)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2018)
FAR	52.204-14	Service Contract Reporting Requirements. (OCT 2016)
FAR	52.204-18	Commercial and Government Entity Code Maintenance. (AUG 2020)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (DEC 2023)
FAR	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)
FAR	52.204-27	Prohibition on a ByteDance Covered Application. (JUN 2023)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
FAR	52.210-1	Market Research. (NOV 2021)
FAR	52.214-26	Audit and Records - Sealed Bidding. (JUN 2020)
FAR	52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding. (JUN 2020)
FAR	52.214-28	Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding. (JUN 2020)
FAR	52.214-29	Order of Precedence - Sealed Bidding. (JAN 1986)
FAR	52.217-7	Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)
FAR	52.219-8	Utilization of Small Business Concerns. (JAN 2025)
FAR	52.219-14	Limitations on Subcontracting. (OCT 2022)
FAR	52.219-16	Liquidated Damages - Subcontracting Plan. (SEP 2021)

Clause Database	Clause Number	Clause Title
FAR	52.219-28	Postaward Small Business Program Rerepresentation. (JAN 2025)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2018)
FAR	52.222-7	Withholding of Funds. (MAY 2014)
FAR	52.222-8	Payrolls and Basic Records. (JUL 2021)
FAR	52.222-9	Apprentices and Trainees. (JUL 2005)
FAR	52.222-10	Compliance With Copeland Act Requirements. (FEB 1988)
FAR	52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
FAR	52.222-14	Disputes Concerning Labor Standards. (FEB 1988)
FAR	52.222-15	Certification of Eligibility. (MAY 2014)
FAR	52.222-35	Equal Opportunity for Veterans. (JUN 2020)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020)
FAR	52.222-37	Employment Reports on Veterans. (JUN 2020)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
FAR	52.222-54	Employment Eligibility Verification. (JAN 2025)
FAR	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)
FAR	52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022)
FAR	52.223-3	Hazardous Material Identification and Material Safety Data. (FEB 2021)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2024)
FAR	52.223-20	Aerosols. (MAY 2024)
FAR	52.223-21	Foams. (MAY 2024)
FAR	52.225-11	Buy American - Construction Materials Under Trade Agreements. (NOV 2023)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
FAR	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000)
FAR	52.226-7	Drug-Free Workplace. (MAY 2024)
FAR	52.227-1	Authorization and Consent. (JUN 2020)
FAR	52.227-4	Patent Indemnity--Construction Contracts. (DEC 2007)
FAR	52.228-2	Additional Bond Security. (OCT 1997)
FAR	52.228-5	Insurance - Work on a Government Installation. (JAN 1997)
FAR	52.228-11	Individual Surety-Pledge of Assets. (FEB 2021)
FAR	52.228-12	Prospective Subcontractor Requests for Bonds. (DEC 2022)
FAR	52.228-14	Irrevocable Letter of Credit. (NOV 2014)
FAR	52.228-15	Performance and Payment Bonds - Construction. (JUN 2020)
FAR	52.229-11	Tax on Certain Foreign Procurements-Notice and Representation. (JUN 2020)
FAR	52.232-5	Payments Under Fixed-Price Construction Contracts. (MAY 2014)
FAR	52.232-16	Progress Payments. (NOV 2021) - Alternate I (MAR 2000)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-18	Availability of Funds. (APR 1984)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-27	Prompt Payment for Construction Contracts. (JAN 2017)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award

Clause Database	Clause Number	Clause Title
		Management. (OCT 2018)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest After Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.236-1	Performance of Work by the Contractor. (APR 1984)
FAR	52.236-2	Differing Site Conditions. (APR 1984)
FAR	52.236-3	Site Investigation and Conditions Affecting the Work. (APR 1984)
FAR	52.236-5	Material and Workmanship. (APR 1984)
FAR	52.236-6	Superintendence by the Contractor. (APR 1984)
FAR	52.236-7	Permits and Responsibilities. (NOV 1991)
FAR	52.236-8	Other Contracts. (APR 1984)
FAR	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
FAR	52.236-10	Operations and Storage Areas. (APR 1984)
FAR	52.236-11	Use and Possession Prior to Completion. (APR 1984)
FAR	52.236-12	Cleaning Up. (APR 1984)
FAR	52.236-13	Accident Prevention. (NOV 1991)
FAR	52.236-14	Availability and Use of Utility Services. (APR 1984)
FAR	52.236-17	Layout of Work. (APR 1984)
FAR	52.236-21	Specifications and Drawings for Construction. (FEB 1997)
FAR	52.236-26	Preconstruction Conference. (FEB 1995)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-4	Changes. (JUN 2007)
FAR	52.243-5	Changes and Changed Conditions. (APR 1984)
FAR	52.245-1	Government Property. (SEP 2021)
FAR	52.245-2	Government Property Installation Operation Services. (APR 2012)
FAR	52.245-9	Use and Charges. (APR 2012)
FAR	52.246-21	Warranty of Construction. (MAR 1994)
FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-10	Default (Fixed-Price Construction). (APR 1984) - Alternate I (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)
DIAR	1452.201-70	Authorities and delegations. (SEP 2011)
DIAR	1452.203-70	Restriction on Endorsements (JUL 1996)
DIAR	1452.204-70	Release of Claims (JUL 1996)
DIAR	1452.224-1	Privacy Act Notification
DIAR	1452.226-70	Reserved
DIAR	1452.226-71	Reserved
DIAR	1452.280-3	Indian Economic Enterprise subcontracting limitations. (FEB 2021)
DOI Local Clauses	52.223-2	52.223-2, Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)
DOI Local Clauses	52.223-23	52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)

Clause List

52.236-4 Physical Data. (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Ciani & Hatch Engineering, PLLC's (CHE) field investigation and laboratory testing program for the Bannock Pumping Plant Modernization project (project) located on the Fort Hall Reservation in Power County, ID..

(b) Weather conditions and their historical data may be found at https://www.weather.gov/wrh/Climate?wfo=tfx..

(c) Transportation facilities N/A.

(d) N/A.

(End of clause)

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/

(End of clause)

52.252-6 Authorized Deviations in Clauses. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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*

$500000 each occurrence*

$500000 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.

*These amounts to be set by the Contracting Officer.

(End of clause)

J - List of Documents, Exhibits and Other Attachments

Title	Date
Attachment 1 - Scope of Work	05/05/2026
Attachment 2 - Technical Specifications	05/06/2026
Attachment 3 - Drawings	05/05/2026
Attachment 4 - Geotechnical Report	05/05/2026
Attachment 5 - SF-24 Bid Bond Form	05/05/2026
Attachment 6 - SF-25 Performance Bond Form	05/05/2026
Attachment 7 - SF-25A Payment Bond Form	05/05/2026
Attachment 8 - SF-1413 Statement and Acknowledgement Form (Subcontracting)	05/05/2026
Attachment 9 - IEE Reps	05/05/2026
Attachment 10 - Pre-Bid Meeting Agenda	05/05/2026
Attachment 11 - Wage Determination ID20260072-01	05/05/2026

K - Representations, Certifications, and Other Statements of Bidders

Clause Database	Clause Number	Clause Title
FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)
FAR	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
FAR	52.204-17	Ownership or Control of Offeror. (AUG 2020)
FAR	52.204-20	Predecessor of Offeror. (AUG 2020)
FAR	52.204-26	Covered Telecommunications Equipment or Services-Representation. (OCT 2020)
FAR	52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)
FAR	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)
FAR	52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (NOV 2021)
FAR	52.219-1	Small Business Program Representations. (FEB 2024)
FAR	52.222-38	Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)
FAR	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)
DIAR	1452.280-4	Indian Economic Enterprise representation. (FEB 2021)
DOI Local Clauses	52.223-1	52.223-1, Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the*

offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-8 Annual Representations and Certifications. (OCT 2025)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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 provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying

areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate*.]

[ ] (i) 52.204-17, Ownership or Control of Offeror.

[ ] (ii) 52.204-20, Predecessor of Offeror.

[ ] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

[ ] (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM 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.

(End of provision)

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations*. The Offeror represents that-

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal,* for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (OCT 2018)

(a) *Definitions*. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

52.219-2 Equal Low Bids. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____

_____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

L - Instructions,Conditions, and Notices to Bidders

Submittal Instructions

In accordance with Federal Acquisition Regulation (FAR) Part 14, sealed bids submitted in response to this solicitation will be publicly opened and read aloud at the date and time specified below. The bid opening will be conducted virtually. All interested parties are invited to attend the bid opening.

- **Bid Opening Date and Time:** 07/10/2026, 12:00 PM (EDT)
- **Location:** Virtual

  The bid opening link and dial-in information must be requested from Kurt.Egner@bia.gov (copy Jessica.Kidd@bia.gov) within 5 business days of the bid opening. A link will be provided to all interested parties via email prior to the scheduled opening.
- **Procedure:** Approximately ten minutes before the designated bid opening time, the Bid Opening Official will initiate the meeting. Opening of bids will begin precisely at the bid opening time, and no bids will be accepted after the bid opening time. Each bid received before the deadline will be opened in the order received, with the name of the offeror and total bid price read aloud, consistent with FAR 14.402-1(a). The bid guarantee will be examined during the bid opening. A bid abstract will be compiled and made available to all attendees following the meeting.
- **Attendance:** Bidders and other interested parties are encouraged to join the bid opening. Attendance is not mandatory and does not affect the evaluation or award process.

Clauses

Clause Database	Clause Number	Clause Title
FAR	52.204-7	System for Award Management. (NOV 2024)
FAR	52.204-16	Commercial and Government Entity Code Reporting. (AUG 2020)
FAR	52.204-22	Alternative Line Item Proposal. (JAN 2017)
FAR	52.211-6	Brand name or equal. (AUG 1999)
FAR	52.214-3	Amendments to Invitations for Bids. (DEC 2016)
FAR	52.214-4	False Statements in Bids. (APR 1984)
FAR	52.214-5	Submission of Bids. (DEC 2016)
FAR	52.214-6	Explanation to Prospective Bidders. (APR 1984)
FAR	52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)
FAR	52.214-18	Preparation of Bids - Construction. (APR 1984)
FAR	52.214-34	Submission of Offers in the English Language. (APR 1991)
FAR	52.214-35	Submission of Offers in U.S. Currency. (APR 1991)
FAR	52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)
FAR	52.225-12	Notice of Buy American Requirement - Construction Materials under Trade Agreements. (MAY 2014)
FAR	52.228-1	Bid Guarantee. (SEP 1996)
DIAR	1452.233-2	Service of Protest
DIAR	1452.280-1	Notice of Indian Small Business Economic Enterprise set-aside. (FEB 2021)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest. (SEP 2006)

(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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jessica Kidd; jessica.kidd@bia.gov.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 Site Visit (Construction). (FEB 1995) - Alternate I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for: June 3, 2026, 11:00 AM Mountain Daylight Time

(c) Participants will meet at -

663 Syphon Rd, Pocatello, ID 83204. See Attachment 10 for more details.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/

(End of provision)

52.252-5 Authorized Deviations in Provisions. (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Regulation (48 CFR chapter 14) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

M - Evaluation Factors for Award

52.214-19 Contract Award - Sealed Bidding - Construction. (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.217-5 Evaluation of Options. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

END OF SOLICITATION