SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: 0044052141

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140A2326Q0187

6. SOLICITATION ISSUE DATE: 06/29/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: CHARMAINE WILLIAMS-JAMES

b. TELEPHONE NUMBER *(No collect calls)*: 5058034266

8. OFFER DUE DATE/ LOCAL TIME: 07/06/2026 1700 MD

9. ISSUED BY CODE A23

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

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339920

SIZE STANDARD: 750

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS:

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011284577

See Schedule

16. ADMINISTERED BY CODE A23

See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104 US DELIVER TO: Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED. _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: CHARMAINE WILLIAMS-JAMES

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BIE WINGATE HIGH SCHOOL PO Box 2 1737 Shush Drive FORT WINGATE NM 87316 US CONTRACTOR SHALL PROVIDE ATHLETIC SUPPLIES, UNIFORMS & EQUIPMENT FOR BIE-WINGATE HIGH SCHOOL. The set aside is set for Indian Small Business Economic Enterprise (ISBEE) Email quotes to: charmaine.williams-james@bie.edu Delivery: 09/30/2026				
00010	ATHLETIC UNIFORMS Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

SECTION B – CONTINUATION

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in Part 12. This announcement constitutes the only solicitation. Quotes are being requested, and a separate written solicitation will not be issued.

This is a request for quote (RFQ) in accordance with FAR part 12, Commercial Items Simplified Acquisition Procedures.

NAICS	339920 – Sporting and Athletic Goods Manufacturing
SB Size Standard	750 Employees
Set Aside	100%-Indian Small Business Economic Enterprise (ISBEE)

1. **CONTRACT TYPE**

   The Department of the Interior (DOI), Bureau of Indian Education (BIE), Division of Acquisitions anticipates awarding a single ***"Firm Fix Price Contract"*** type purchase order as a result of this opportunity.

2. **PERIOD OF PERFORMANCE (POP):** TBD

3. **LOCATIONS**: BIE Wingate High School, POB 2, 1737 Shush Drive, Ft. Wingate, NM 87316

4. **PRICING SUMMARY**
   In accordance with FAR 52.212-4(k) Taxes, the contract price includes all applicable Federal, State, and local taxes and duties.

   Provide a listing of all items with prices and overall total on the quote based on Items listed with specification that is attached (Include pictures of each items to be quoted on)

5. **POINTS OF CONTACT (POC)**

Contracting Officer (CO)	**Contract Specialist (CS)**
Charmaine Williams-James U.S. Department of the Interior Bureau of Indian Education Division of Acquisitions 1011 Indian School Rd NW Albuquerque, NM 87104 Phone: (505) 803-4266 Email: charmaine.williams-james@bie.edu	Charmaine Williams-James U.S. Department of the Interior Bureau of Indian Education Division of Acquisitions 1011 Indian School Rd NW Albuquerque, NM 87104 Phone: (505) 803-4266 Email: charmaine.williams-james@bie.edu
Contracting Officer Representative (COR)	**Contractor Point of Contact**
To be added after award	Name: Phone: Email:

6. INVOICING INSTRUCTIONS

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

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

"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.

At a minimum a proper invoice shall include:

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

Additional Invoice Requirements:

a. The Contractor shall attach an itemized invoice to each IPP payment request.
b. Do NOT attach progress reports to the IPP payment request. Written Progress Reports which validate the specific work performed shall be submitted directly to the designated school representative.

c. Invoices shall NOT contain Personal Identifiable Information (PII). PII includes specific information such as but is not limited to student names, dates of birth, etc.
d. Improper invoice may result in an invoice rejection. The Contractor shall promptly correct invoices upon notice.

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

- CONTRACTING OFFICER REPRESENTATIVE

Monitoring of Contractor's performance shall be demonstrated through administrative and physical reviews.

The Contracting Officer Representative (COR) will be responsible for verifying contract compliance and shall designate appropriate personnel to monitor services. The role of program and technical personnel in monitoring the contract is to assist and advise the Contracting Officer, and act as the COR when so designated by the Contracting Officer.

COR duties include the following activities:

• Serve as the primary liaison between the contractor and the Contracting Officer.
• Ensure consistency among multiple CORs under a single contract when providing guidance to the contractor and evaluating the contractor's performance.
• Maintain a complete working file for the assigned contractual instrument.
• Monitor and evaluate the contractor's performance and make timely reports of your findings to the Contracting Officer.
• Complete interim and final evaluations of the contractor's performance through CPARS.
• Provide the Contracting Officer with copies of all written correspondence (including electronic communications) with the contractor.
• Inform the Contracting Officer of substantive oral communications (e.g., telephone conversations) with the contractor and provide notes and/or summaries of them as requested.
• Inspect and evaluate products (including reports and drafts) and services delivered by the contractor, and make recommendations to the Contracting Officer regarding their acceptability.
• Review and approve/reject contractor's invoices.
• Monitor the contractor's use of key personnel and notify the Contracting Officer of any changes in key personnel proposed by the contractor.
• Review the qualifications of proposed subcontractors and the appropriateness of subcontracting work and make recommendations to the Contracting Officer regarding consent to the placement of subcontracts.
• Provide the contractor with, monitor the use of, and report on Government-furnished property.
• Provide technical guidance to the contractor.
• Promptly notify the Contracting Officer immediately of any:
  o Actual or potential contractor performance problems.
  o Action or inaction by BIE personnel that may affect the contractor's ability to perform; and
  o Inappropriate action on the part of BIE personnel with regard to the contract (e.g., any action that creates a conflict of interest on the part of the contractor or causes the contractor to perform inherently governmental functions).

The COR should concurrently notify the program office of any such action.

• As requested by the Contracting Officer, provide him/her with technical assistance on contract-related matters (e.g., disputes, settlements, litigation, patent and copyright issues, final payment during closeout, etc.).

• Provide timely reports on contractor performance to the Contracting Officer and other interested parties; and
• Ensure proper distribution of final products and other information resulting from the contract.
• Initiate and complete interim and final past performance evaluations in CPARS.

The COR is not authorized to take any action that requires a Contracting Officer's warrant, including:

• Changing any of the contract terms and conditions.
• Directing the contractor to perform work or make deliveries not specifically required under the contract.
• Waiving or relaxing, in any way, the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract; and

• Making any commitments or approving any actions that would create any financial obligation on the part of the Government.

Applicable changes will require a modification to this contract prior to a change occurring.

SECTION C – CONTRACT CLAUSES

1. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
FAR: www.acquisition.gov.
DIAR: https://www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses

(End of clause)

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	**Title**	**Date**
52.202-1	Definitions	June 2020
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Foreign Transactions	Sept 2024
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.209-2	Prohibition on Contracting with Inverted Domestic Cooperation-Representation	Nov 2015
52.219-6	Notice of Total Small Business Set Aside	Nov 2020
52.219-14	Limitations on Subcontracting	Oct 2022
52.219-28	Postaward Small Business Program Rerepresentation	Jan 2025
52.212-4	Contract Terms and Conditions Commercial Products and Services	Nov 2023
52.212-4	Contract Terms and Conditions Commercial Products and Service, Alternative I	Nov 2021
52.222-3	Convict Labor	June 2003
52.222-19	Child Labor-Cooperative with Authorities and Remedies	Mar 2026
52.222-35	Equal Opportunities for Veterans	June 2020
52.222-36	Equal Opportunities for Workers with Disabilities	June 2020
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-50	Combating Trafficking in Persons	Oct 2025
52.222-55	Minimum Wage for Contractor Workers Under Executive Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	April 2026
52.224-3	Privacy Training	Jan 2017
52.225-1	Buy American-Supplies	Oct 2022
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	Nov 2023
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024

52.232-18	Availability of Funds	Apr 1984
52.232-33	Payments by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	Mar 2023
52-240-91	Security Prohibition and Exclusions	Mar 2026

52.201-1 Acquisition 360: Voluntary Survey.

As prescribed in 1.102-3(b), insert the following provision:

Acquisition 360: Voluntary Survey (Sep 2023)

(a)All actual and potential offerors are encouraged to provide feedback on the preaward and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: https://www.acquisition.gov/360.

(b)The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the preaward and debriefing processes, as applicable, used for a specific acquisition.

(End of provision)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

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

DIAR INCORPORATED BY REFERENCE		
CLAUSE	**Title**	**Date**
1452.203-70	Restrictions on Endorsements – Department of the Interior	Jul 1996
1452.204-70	Release of Claims – Department of the Interior	Jul 1996
1452.280-2	Notice of Indian Economic Enterprises set aside	Feb 2021
1452.280-3	Indian Economic Enterprise Subcontracting Limitations	Feb 2021

DIAR 1452.201-70 - Authorities and Delegations (Sep 2011)

1. 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.
2. The CO will designate a POC at time of award. The POC will be responsible for technical monitoring of the Vendor's performance and deliveries. The POC 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. The POC for this contract will be:

   (Name and contact information will be provided at time of award)
3. The POC is not authorized to perform, formally or informally, any of the following actions:

i. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract.

ii. Waive or agree to modification of the delivery schedule.

iii. Make any final decision on any contract matter subject to the Disputes Clause; iv. Terminate, for any reason, the Contractor's right to proceed. v. Obligate in any way, the payment of money by the Government.

4. 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 having been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible; when the POC has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the POC'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.
5. 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.
6. The Contractor shall provide copies of all correspondence to the Contracting Officer and the POC.
7. 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 POC acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

3. <u>CUSTOM CLAUSES</u>

CONTRACT CLOSEOUT

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

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

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

CPARS: This contract is subject to Contractor performance assessment reporting. The Contractor shall ensure that full cooperation is being provided to allow for timely completion if past performance evaluations.

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

PAYMENT FOR UNATHORIZED WORK

No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this effort or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer.

NOTICE REGARDING LATE DELIVERY/DELAY PEFORMANCE

The contractor will immediately notify the Contracting Officer in writing in the event the contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

REPORTING MATTERS INVOLVNIG FRAUD, MISMANAGEMENT, WASTE AND ABUSE

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

U.S. Department of the Interior

Office of Inspector General

1849 C Street NW - Mail Stop 4428

Washington, D.C. 20240 (End of Clause)

SECTION D – DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment Number	Title	Notes

1. FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

End of Provision

PROVISIONS INCORPORATED BY REFERENCE		
CLAUSE	**Title**	**Date**
52.203-11	Certifications and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-7	System for Award Management – Registration (DEVIATION)	Mar 2026
52.204-19	Incorporation by Reference of Representations and Certifications (DEVIATION)	Mar 2026
52.211-6	Brand Name or Equal	Aug 1999
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (DEVIATION)	Mar 2026
52-217-5	Evaluation of Options	July 1990
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification	Jun 2020
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION)	Mar 2026

Provisions Incorporated by full text

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Addendum)

Addendum-

- A complete quote shall be submitted by solicitation the closing date and time.
- The contractor is responsible for reading this solicitation in its entirety.
- **Price**: The contractor shall submit an all-inclusive firm fixed price quote in response to this solicitation. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local Taxes, Delivery, Shipping & Handling, Goods, Services, and all other fees necessary to complete the work.
- **Delivery Lead Time**: The contractor shall clearly identify its delivery lead time. If different than that listed in the solicitation, include an explanation for the extended delays.
- **Set-aside**: The contractor shall complete and submit the DIAR IEE representation, 1452.280-4 Indian Economic Enterprise Representation (FEB 2021), included in this solicitation. The quote will be removed from further consideration if the contractor does not complete the certification, submits incomplete information, or alternate forms are submitted.
- **Product Availability:**
  The Contractor shall quote equipment, which is fully manufactured, in stock, and capable of delivery ARO. The contractor shall provide with its quote evidence from the supplier that the product is in fact available for sale, in stock, and can be shipped ARO.
- **Product Specifications:**

The contractor shall submit product specifications for the item(s) quoted including photos.

- Shall quote new items only in original manufacturer packaging.
  Refurbished or used items shall not be accepted.
- The contractor shall identify the company Tax ID, Cage Code, UEI number.
- The contractor shall be submitted a quote using FOB Destination delivery terms.
- The contractor shall include complete and current point of contact information which includes first name, last name, e-mail, telephone number, and physical mailing address.
- The contractor shall acknowledge all amendments.
- The contractor shall be properly registered in SAM.gov to include small business status.
- The contractor shall complete the provisions, FAR & DIAR, and submit with offer. (Section E) Completion of FAR provisions is not necessary if the provisions are already complete & listed in the company SAM.gov registration, representations and certifications section.
- The Government shall not be liable for any fees/costs incurred by quotation preparation. Preparing and submitting an offer in response to this solicitation is strictly voluntary.
- E-mail attachments shall be in PDF format and compatible with Microsoft Office software.
  NO zipped files permitted.
- All inquiries, quotations, & amendments shall be submitted to: charmaine.williams-james@bie.edu (electronic only)

52.212-2 -- Evaluation – Commercial Product and Commercial Services (DEVIATION MAR 2026)

The following factors shall be used to evaluate quotes:

Price
Product Availability
Product Specifications
Delivery Lead Time
Set-aside

The Government will evaluate quotations in accordance with the evaluation process outlined in FAR 12.203. The Government will award a contract resulting from this solicitation to the responsible contractor whose quote conforms to the solicitation requirements, is determined acceptable and provides the lowest price for the Government.

The Government shall provide a written notice of award and a Purchase Order, mailed or otherwise furnished to the successful vendor within the effective time of the quote. The awardee's signature on the Purchase Order or the start of performance of the Purchase Order shall result in a binding contract

Quote Due Date

All quotes in response to this opportunity are due no later than 5:00 p.m. MDT on July 6, 2026. Quotes will only be accepted via electronic mail and must be emailed to the CO at Charmaine Williams-James at charmaine.williams-james@bie.edu by the closing date.

(End of Provision)

FAR 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)

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

1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:
(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."
(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:
"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."
(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."
(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.
(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.
(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence

that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

1452.280-1 Notice of Indian Small Business Economic Enterprise Set-aside (JUL 2013)

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian economic enterprises (Subpart 1480.8) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. Offers received from enterprises that are not both Indian economic enterprises and small business concerns will not be considered and will be rejected.

(End of provision)

1452.280-4 Indian Economic Enterprise Representation (FEB 2021)

****Return with your quote,** "When submitting a quote/proposal in response to this solicitation, the offeror shall include a signed and completed copy of the IEE Representation Form attached to this solicitation. Failure to submit a complete and signed form may result in the offeror being disqualified from the competition and ineligible for contract award." ****

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:

Project Title:

Date of Form Submission:

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

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

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

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

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

OFFEROR REPRESENTATION

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

Name of Federally Recognized Tribal Entity:

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

Legal Business Name:

Certifying Signature:

Unique Entity ID (UEI):

Printed Name: