**Supplement to DIAR 1452.280-2 NOTICE OF INDIAN ECONOMIC ENTERPRISE SET-ASIDE:**

(c) **Required Submissions.** In response to this solicitation, an offeror must also provide the following:

(1) A description of the required percentage of the work/costs to be provided by the offeror over the contract term as required by section 1452.280-3, Subcontracting Limitations clause.

**[Contractor must mark one box and return with the solicitation response/offer]**

☐ Our company will not require any subcontracting.

☐ Our company will require subcontracting but the firm is a responsible IEEs.

☐ **Construction Proposals:** Our company will use a subcontractor that is not an IEE as follows:

[*Example: 30% will be subcontracted to a general construction contractor that is not an IEE and 70% will be performed by our company*];

☐ **Supplies & Services Proposals:** Our company will use a subcontractor that is not an IEE as follows:

[*Example: 30% of services will be subcontracted to a non-IEE contractor and 70% of services will be performed by our company*]; and

**Note:** 48 CFR 1452.280–3 restricts the ability of IEEs from subcontracting a percentage of the work to firms other than IEEs (the subcontracting limitation for supplies and services is 50%, but for construction it is allowed up to 75% for special trade contractors and 85% for general construction which is consistent with FAR clause 52.219–14 Limitation on Subcontracting).

(2) Qualifications of the key personnel (if any) that will be assigned to the contract.

☐ Contracting Officer (CO): Check if it has been determined that Key Personnel is not required.

If the box above was not checked, the offeror must list Key Personnel-
Key Personnel (Name, Title): _____

Key Personnel (Name, Title): _____

(d) **Required Assurance.** The offeror must provide written assurance to the CO that the offeror is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

Written Assurance: This is written assurance to the Contracting Officer that our company is and will remain in compliance with the requirements of this clause.

_____
Offeror's Signature Date

Note: Written assurance is required before the CO awards the Buy Indian contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

(e) **Non-responsiveness.** Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.

**DIAR 1452.280-4 INDIAN ECONOMIC ENTERPRISE REPRESENTATION FEB 2021**

**[Contractor must mark one box and return with the solicitation response/offer]**

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

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