SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140A2326Q0181

6. SOLICITATION ISSUE DATE
07/10/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Leah Azure

b. TELEPHONE NUMBER *(No collect calls)*
(505) 803-4256

8. OFFER DUE DATE/ LOCAL TIME
07/20/2026 1400 MD

9. ISSUED BY CODE A23

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

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 324110

SIZE STANDARD: 1,500

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE A23
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 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 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Leah Azure

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued. Solicitation number **140A2326Q0181** is issued as a request for quotation (RFQ) for Propane. This acquisition is set-aside for Indian Small Business Economic Enterprise concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

NAICS: 324110 - Petroleum Refineries
Size Standard: 1,500 – in number of employees
Product Code: 9110 – Fuel

1. **CONTRACT TYPE** Firm Fixed Price

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

2. **DELIVERY TERMS** FOB Destination

3. **LOCATION OF SERVICE / DELIVERY**

   DOI - Bureau of Indian Education
   Turtle Mountain Schools
   Belcourt, ND

4. **PERIOD OF PERFORMANCE** 09/01/2026 – 08/31/2027

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

6. **PRICE**

The price is an all-inclusive price. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local **Taxes**, **TERO fees**, Delivery, Shipping & Handling, Goods, Service, Labor, and all other fees necessary to complete the work. Option years are not guaranteed. Renewals are based on satisfactory Contractor performance, continued government need, and availability of funds.

Quantity in Gallons	Unit Price	Total Price
265,000.00	$	$
	TERO Fees (3% of total)	$
	Taxes (Federal / State / Local	$

TERO fees are applicable to this purchase and must be factored into the quote.
TERO Office - https://tmchippewa.com/tero/
TERO Ordinance – 32.05.020 Contractors, Subcontractors and Minority Businesses
32.05.040 Tribal Business License
https://law.tmchippewa.com/us/nsn/tmchippewa/council/code/32.05.010

7. **INVOICE INSTRUCTIONS**

   Invoices shall be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP). The IPP website address is: https://www.ipp.gov Contractor assistance with technical support can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
   To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract FAR 52.212-4, Invoice.

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

Additional Invoice Requirements:

a. The Contractor shall attach an itemized invoice to each IPP payment request.

b. Improper invoices may result in an invoice rejection. The Contractor shall promptly correct invoices upon notice.

8. POINTS OF CONTACT

Government	Contractor

9. REPORTING MATTERS INVOLVNIG FRAUD, MISMANAGEMENT, WASTE AND ABUSE

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

U.S. Department of the Interior
Office of Inspector General
1849 C Street NW - Mail Stop 4428
Washington, D.C. 20240

1. **DEPARTMENT OF THE INTERIOR ACQUISTION REGULUATION / CLAUSES**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
(End of clause)

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

Incorporated in Full Text -

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

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

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

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

2. FEDERAL ACQUISITION REGULATION / CLAUSES

52.252-2 Clauses Incorporated by Reference. (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul (End of clause)

Incorporated by Reference –

Clause	Title	Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights.	(Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	(Jan 2017)
52.204-9	Personal Identity Verification of Contractor Personnel.	(Jan 2011)
52.204-13	System for Award Management Maintenance.	(Oct 2018)
52.204-19	Incorporation by Reference of Representations and Certifications.	(Dec 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	(Jan 2025) (DEVIATION May 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	(Nov 2015). (DEVIATION May 2026)
52.212-4	Terms and Conditions—Commercial Products and Commercial Services.	(Nov 2023) (DEVIATION Mar 2026)
52.219-6	Notice of Total Small Business Set-Aside.	(Nov 2020)(DEVIATION Jan 2026)
52.219-14	Limitations on Subcontracting.	(Oct 2022) (DEVIATION Jan 2026)
52.219-33	Nonmanufacturer Rule.	(Sep 2021) (DEVIATION Jan 2026)
52.222-3	Convict Labor.	(Jun 2003) (DEVIATION May 2026)
52.222-19	Child Labor—Cooperation with Authorities and Remedies.	(Jan 2025) (DEVIATION May 2026)
52.222-35	Equal Opportunity for Veterans.	(Jun 2020) (DEVIATION May 2026)
52.222-36	Equal Opportunity for Workers with Disabilities.	(Jun 2020) (DEVIATION May 2026)
52.222-37	Employment Reports on Veterans.	(Jun 2020) (DEVIATION May 2026)
52.222-50	Combating Trafficking in Persons.	(Oct 2025) (DEVIATION May 2026)
52.222-54	Employment Eligibility Verification.	(Jan 2025) (DEVIATION May 2026)
52.222-90	Addressing DEI Discrimination by Federal Contractors.	(DEVIATION May 2026)
52.223-23	Sustainable Products and Services.	(May 2024)(DEVIATION May 2026)
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	Payment by Electronic Funds Transfer—System for Award Management.	(Oct 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	(Mar 2023)
52.233-3	Protest After Award.	(Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim.	(Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	(Apr 1984)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications.	(DEVIATION Mar 2026)
52.240-91	Security Prohibitions and Exclusions.	(DEVIATION Mar 2026)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems.	(DEVIATION Mar 2026)
52.242-5,	Payments to Small Business Subcontractors	(Jan 2017)
52.244-6	Subcontracts for Commercial Products and Commercial Services	(Jan 2025) (DEVIATION May 2026)
52.247-34	F.o.b. Destination.	(Jan 1991)

Incorporate by Full Text –

Clause Title Date
52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION MAY 2026)
(a) Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States. (End of clause)

Attachment	**Pages**
Statement of Work	03-pages
IA Indian Economic Enterprise Representation	01-page

The Bureau of Indian Education, Facilities management provides maintenance and support to all bureau operated schools located in Belcourt, North Dakota. Belcourt is locate on the Turtle Mountain Band of Chippewa Indian Reservation, Rolette County. BIE has identified a continued need for propane to heat facilities and operate kitchen equipment.

Scope

The Contractor shall provide LP (Liquid Propane), as needed.

The Contractor shall be responsible for independently monitoring propane levels for all tanks. Independent monitoring is defined as routine physical inspection by contractor personnel as well as use of tank level monitors. The Contractor shall install remote tank level monitors which will allow the Contractor to monitor levels remotely.

Fuel will be supplied as needed according to current fuel levels. Under no circumstances should tanks reach critically low levels or become depleted; a fuel level of 20% or below is considered dangerously low. Failure to maintain adequate fuel reserves may result in school closure and property damage, including equipment failure or frozen and burst pipes. Consequently, permitting tanks to run empty may lead to termination of the contract.

The Contractor, and subcontractors, shall be capable of providing same day delivery. The school is located in a region that frequently experiences extended periods of sub-zero temperatures, including blizzard conditions. During the winter months, propane consumption increases significantly due to these extremely cold temperatures. Consequently, propane tanks may become critically low and require prompt action to ensure continued safe operation.

The Contractor shall utilize distributors situated within a 50-mile radius of Belcourt, ND. In addition, the Contractor is encouraged to establish a backup distributor located closer to Belcourt, ND. Given the potential for extreme weather conditions, including severe temperatures and blizzards that may result in highway and interstate closures during winter months, the use of local distributors is essential to ensure timely delivery in urgent situations.

Deliveries time shall occur during normal working hours, Monday through Friday, 8:00 am to 4:30 pm (except holidays). Deliveries scheduled outside regular operating hours require approval and coordination with Facilities Management to ensure appropriate staff coverage during evenings and weekends.

The delivery driver shall notify Facilities Management of the estimated arrival time before proceeding to campus. Upon arrival, the driver shall check in with Facilities Management to verify delivery documentation and secure authorization prior to refueling any tanks. Before departing the premises, the driver must provide notice of completed delivery. All delivery tickets, receipts, and related paperwork should be submitted to Facilities Management following the completion of tank refills.

Section 1: Tanks
Government owned tanks:
Turtle Mountain Elementary School: 30,000-gallon tank
Turtle Mountain Bus Garage: 1,000-gallon tank
Turtle Mountain Elementary Kitchen: 1,000-gallon tank
Turtle Mountain Middle School: 30,000-gallon tank
Turtle Mountain High School: 30,000-gallon tank
Ojibwa Bus Garage: 1,000-gallon tank

Section 2: Delivery Locations
Propane will be provided for all BIE Schools Facilities as follows:
Turtle Mountain Elementary School, 1209 Gilbert Godon Street, Belcourt, ND
Turtle Mountain Middle School, 1330 Braves Boulevard, Belcourt, ND
Turtle Mountain High School, 1350 Braves Boulevard, Belcourt, ND
Ojibwa Bus Garage, 9620 42nd Avenue NE, Belcourt, ND
Turtle Mountain Bus Garage, 1417 BIA Road, Belcourt, ND
Turtle Mountain Elementary Kitchen, 1209 Gilbert Godon Street, Belcourt, ND

Section 3: Deliverables

School(s): Estimated quantities per month which may vary based on actual use.

June 2026	10,000 gallons to each School
September 2026	10,000 gallons to each School
October 2026	10,000 gallons to each School
November 2026	10,000 gallons to each School
December 2026	10,000 gallons to each School
January 2027	10,000 gallons to each School
February 2027	10,000 gallons to each School
March 2027	10,000 gallons to each School

Bus Garages and Kitchen: Estimated quantities per month which may vary based on actual use.

June 2026	1000 gallons to Ojibwa and Belcourt Bus Garage and Turtle Mountain Elementary Kitchen
October 2026	1000 gallons to Ojibwa and Belcourt Bus Garage and Turtle Mountain Elementary Kitchen
November 2026	1000 gallons to Ojibwa and Belcourt Bus Garage and Turtle Mountain Elementary Kitchen
December 2026	2000 gallons to Ojibwa and Belcourt Bus Garage
January 2027	2000 gallons to Ojibwa and Belcourt Bus Garage
February 2027	2000 gallons to Ojibwa and Belcourt Bus Garage
April 2027	1000 gallons to Ojibwa and Belcourt Bus Garage and 1000 gallons to Turtle Mountain Elementary Kitchen
May 2027	500 gallons to Ojibwa and Belcourt Bus Garage

Section 4: Spills, Cleanup, Prevention, and Reporting

The Contractor, and subcontractors, shall be responsible for preventing and cleanup of propane spills that occur as a result of their work or activities. This includes following safety guidelines for transporting, storing, and using propane, as outlined by OSHA.

Cleanup: If a spill occurs, the contractor is responsible for the cleanup, which must meet regulatory requirements.

Reporting: The Contractor shall report all spills to BIE Facilities Management.
The Contractor shall report spills to applicable authorities as required by law, such as the EPA, and in some cases, state and local authorities, especially if the spill meets or exceeds reportable quantities of hazardous substances or impacts waterways.

Liability: The Contractor shall be held liable for the costs of cleanup, containment, and damages resulting from a release related to their activities. This extends to actions taken by subcontractors.

Insurance: Contractors shall possess and maintain liability insurance to protect themselves from pollution liability, including third-party bodily injury, property damage, cleanup, and defense costs arising from their operations, transportation, or disposal activities.

Leaks. The Contractor who is working on a propane system and discovers a leak shall take immediate action by notifying BIE Facilities Management. If the propane company detects a leak during delivery, they must stop operations, isolate the area, inform BIE, document the incident, and advise BIE on emergency procedures.

The government is required to conduct leak tests after a leak is discovered or suspected leak and repair the leak, prior to allowing continued propane delivery. Leak tests and applicable costs are not currently covered under this contract and will be handled separately on a case-by-case basis. BIE Facilities Management shall notify the Contracting Officer promptly and obtain applicable approvals prior to scheduling and conducting leak tests.

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/far-overhaul (End of provision)

Incorporated by Reference –

Clause	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	(Sep 2024)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	(Jan 2017)
52.204-7	System for Award Management-Registration.	(Nov 2024) (Deviation Mar 2026)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation.	(Nov 2015) (Deviation May 2026)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	(Feb 2016) (Deviation May 2026)
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services.	(Sep 2023) (Deviation Mar 2026)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products.	(Feb 2021)

Incorporated in Full Text –

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (Sep 2023) (Deviation Mar 2026) Addendum-

- Prospective Contractors shall assume that the government "has no prior knowledge" of their capabilities and experience and will base its evaluation on the information presented in each quote. Simply stating that the company will perform in accordance with the statement of work and/or providing a copy of the solicitation in response to the solicitation is considered unacceptable. The quote may be determined nonresponsive and removed from further consideration. The contractor shall follow the solicitation instructions in this section, 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services, including the addendum below, and clearly address the evaluation criteria, 52.212-2, on its own document. Failure to comply with all instructions and address the evaluation factors in the quote may result in the quote being found nonresponsive and/or technically unacceptable and removal from consideration.
- **Price**.

The contractor shall submit an all-inclusive firm fixed price quote in response to this solicitation. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local **Taxes**, **TERO** fees, Delivery, Shipping & Handling, Goods, Service, Labor, and all other fees necessary to complete the work. The quote may be determined unacceptable and removed from further consideration of the quote contains incomplete pricing or verbiage which indicates that price is subject to change after award. The Contractor shall complete and submit Section B – Price, with the quote.
TERO – Contractors, Subcontractors and Minority Businesses
32.05.020 Contractors, Subcontractors and Minority Businesses | Turtle Mountain Law Library
32.05.040 Tribal Business License
https://law.tmchippewa.com/us/nsn/tmchippewa/council/code/32.05.040
Office
https://tmchippewa.com/tero/

- **Set-aside Compliance.** The contractor shall complete and submit with the quote the DIAR IEE representation, 1452.280-4 Indian Economic Enterprise Representation (FEB 2021), included in this solicitation. Incomplete information, alternate forms or substitutes shall not be accepted. Prospective contractors who do not qualify under the solicitation set aside will be removed from further consideration.
- **Contractor Capability.** The quotation must (1) demonstrate the capability to deliver propane on an as-needed basis, including same-day delivery for urgent situations; (2) established partnerships with distributors within the State of North Dakota, 50-miles radius of Belcourt, ND; (3) outline the company's approach to contract management, including procedures for handling emergencies and adverse weather conditions, to ensure tanks remain adequately supplied; and (4) the ability to independently monitor all tanks to include use of remote tank level monitors.
- **Experience.** The prospective contractor shall demonstrate in the quote sufficient experience providing the same or similar products, as it relates to this requirement. Sufficient experience is considered to be at least one year of successful contract performance. The information shall include a brief description of the products provided, length of time, and location. Having a track record of experience providing the same or similar products under a contract is an indicator of future performance and reducing risk. Relevant experience with similar contracts shows a contractor's capabilities, expertise, and understanding of the specific requirements.
- The contractor shall identify the company SAM Registration Cage Code and UEI number in the quote.
- The contractor shall include a current point of contact information which includes first name, last name, e-mail, telephone number, and physical mailing address.
- The contractor shall acknowledge all amendments.
- The contractor shall be properly registered in SAM.gov to include small business status.
- The Government shall not be liable for any fees/costs incurred by quotation preparation. Preparing and submitting a quote in response to this solicitation is strictly voluntary.
- E-mail attachments shall be in PDF format and compatible with Microsoft Office software. NO zipped files permitted.
- All inquiries, questions, quotations, & amendments shall be submitted to: leah**r**.azure@bie.edu

52.212-2 Evaluation—Commercial Products and Commercial Services. (Nov 2021) (Deviation Mar 2026)
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

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

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

Capability
The quote will evaluate the Contractor's demonstrated ability to supply propane as needed, including same-day delivery during emergencies. The Contractor's management plan will be reviewed with respect to designated key distributors, contingency measures for inclement weather, and systems for independently monitoring tank levels to ensure they do not reach critically low or empty conditions.

Experience
The quotation will be assessed according to the contractor's proven expertise in supplying products that correspond directly or closely with the specifications outlined in this solicitation. This experience evidences the contractor's ability to fulfil the obligations detailed in the scope of work.

Price
The quotation will be assessed to determine its fairness and reasonableness.

52.225-2 Buy American Certificate. (Oct 2022)
(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.
(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(b) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____

(b)[*List as necessary*]
(c) Domestic end products containing a critical component:
Line Item No. ___
[*List as necessary*]
(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.
(End of provision)

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

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

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

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

Incorporated by Full Text –

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 it is 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)

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:	140A2326Q0181
Project Title:	Propane
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: