SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140A2326Q0183	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/10/2026	PAGE 1 OF 38 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 A23	8. ADDRESS OFFER TO
Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104	

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

SOLICITATION

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

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

This information is provided for the following project: Havasupai Elementary School, Fire Alarm Pull Station Relocation.

1. Funding: A single firm fixed-price purchase order will be made under this solicitation. The Government reserves the right to cancel this solicitation/Request for Quote (RFQ) before the closing date. This solicitation is 100% Small Business (SB) set aside. This requirement has a total of four (4) statement of works. Bidding will be for all four statement of works.

2. Proposal Acceptance Period/Date: The proposal acceptance period shall extend ninety (90) days past the RFQ closing date.

3. RFQ Deadline: August 10, 2026 at 5 PM MDT. The Contracting Officer expects prospective contractors to provide their proposal via e-mail to yui.hoptowit@bie.edu.

4. Questions and Answers: Any questions relating to this solicitation shall be submitted to the following individuals: Contracting Officer (CO) and Contracting Officer's Representative (COR) no later

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 30 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 ***(hour)*** local time 08/10/2026 (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 ☒ 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 A23

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

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Yui Hoptowit

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	than ten (10) days prior to the RFQ deadline. Any questions sent shall be submitted on the Questions and Answers Log attached to this RFQ. 5. It has been determined that only images will be included in the solicitation package, and a site visit will not be permissible (as the tribe requires pre-approval via permits and reservations to travel into the canyon). The offeror must rely on information provided by the Government, such as drawings, specifications, and exploratory data, etc. 6. Period of Performance: 30 Calendar Days from Notice to Proceed (NTP). 7. Special attention is called to FAR Clause 52.236-7, Permits and Responsibilities and FAR Clause 52.229-3, Federal, State, and Local Taxes. 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. Please refer to Section H and the applicable clauses for additional information about these requirements. 8. Points of Contact: Yui Hoptowit, Contracting Officer, yui.hoptowit@bie.edu				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 REQUIRED WORK:
The proposed work consists of the contractor shall provide all labor, materials, transportation, supervision, and the proposed work consists of the contractor providing all labor, materials, transportation, supervision, and incidentals necessary to Fire Alarm Pull Station at the BIE Havasupai School in the accordance with the Statement of Work.

B.2 PRICE SCHEDULE OF ITEMS:
Propose your best prices projects in accordance with the Statement of Work (SOW) and attachments. Price Proposals must be submitted following the price schedule/format herein. Incomplete price proposals will not be considered for award.

Description of Goods or Services	Qty	Unit Price	TOTAL COST ($)
1 Fire Alarm Pull Station Bldg 1022	1 JOB	$	$
2 Fire Alarm Pull Station Bldg 1023	1 JOB	$	$
3 Fire Alarm Pull Station Bldg 1024	1 JOB	$	$
4 Fire Alarm Pull Station Bldg 1025	1 JOB	$	$
		OVERHEAD & PROFIT	$
		SUB-TOTAL	$
		BONDING	$
		TERO FEES	$
		ALL APPLICABLE TAXES (Tribal and/or State)	$
		TOTAL	$

B.4 <u>PAYMENT FOR BOND PREMIUMS</u>:
Payment for bond premiums, in accordance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under separate line item.

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT:

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

C.2 PROJECT LOCATION:

Havasupai Elementary School
40 Main St
Supai AZ 86435

C.3 TECHNICAL SPECIFICATIONS:

All Project Specifications and Requirements are listed in **Attachment 1**.

C.4 THE MAGNITUDE OF CONSTRUCTION PROJECT:

Pursuant to FAR 36.204, the estimated price range is: Between $25,000 and $100,000.

C.5 FINAL PHOTOGRAPHIC DOCUMENTATION:

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

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

a. All shipments of materials, equipment and/or supplies to the project site shall be addressed to the Contractor and not the Bureau of Indian Education. Preservation, packaging and packing shall be in accordance with standard practice for commercial packaging.
b. Materials provided by the Contractor shall be new and, where appropriate, shall arrive on-site in original containers sealed by the manufacturer. The Government reserves the right to refuse any materials not deemed adequate.
c. Materials damaged by equipment, water, or dirt are not acceptable.
d. Materials shall be stored in a manner acceptable to the manufacturer. Storage requirements include protection from rain, etc. The Contractor shall provide adequate storage; the Government may provide storage if interference with Government operations do not occur. This will be coordinated with the Government prior to mobilization. Manufacturer's requirements shall be strictly adhered to.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

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

CLAUSES	TITLE	DATE
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements	AUG 1996

E.2 DAILY REPORTING REQUIREMENT

The Contractor shall prepare and file a "Contractor's Daily Report", for each day of contract performance. Description must include contract number and work being performed. These reports shall be delivered to, or if

directed, mailed to the Contracting Officer's Representative on Fridays. The daily report shall include the name ofContractors and Subcontractors on-site, the number of workers and their labor categories employed on-site, the work being performed, the type of equipment on-site, any change order work being performed, and whether the work being performed is on schedule. Reports shall be numbered, dated and signed by the Contractor or his Project Manager. Failure to submit the daily reports could result in payments being withheld until such time as alldaily reports are current.

E.3 FINAL INSPECTION

A. Contractor Self-Inspection. Prior to the completion date, the Contractor's Quality Control Manager shall conduct a self-inspection of the site and document all items needing correction by means of a punch list. Thecorrected punch list shall be provided to the Contracting Officer's Representative at the same time the pre- final inspection is requested. All punch list items must be corrected prior to requesting the pre-final inspection.

B. The Contractor and the Contracting Officer's Representative will jointly conduct a pre-final inspection prior to requesting a final inspection. Any item needing correction shall be noted on the Pre-Final Inspection PunchList. Any discrepancies noted will be corrected prior to any final inspection. The Contracting Officer Representative may schedule more than one pre-final inspection if he determines it necessary.

C. When the Contractor is ready for final inspection, he will request final inspection in writing to the ContractingOfficer and Contracting Officer's Representative (COR). A copy of the Pre-Final Punch List shall be attachedto this request with the corrective action taken noted. The final inspection will be requested at least 48 hours before the desired date.

D. The final inspection shall be performed with the Contractor by the COR, Contracting Officer, Safety Officer, and representatives of the using activity. Any discrepancies noted will be corrected within the time specified in the contract for the completion of work.

1. Prior to close-out and final payment of the contract, the following are required:
2. All submittals: to be submitted as required by the contract and may include product submittals, as-builtdrawings, manuals, etc.
3. All warranties; to be submitted with the request for Final Inspection.
4. Contractor's Release; to be submitted with the Contractor's final invoice.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

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

CLAUSES	TITLE	DATE
52.211-13	Time Extensions	SEPT 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.242-14	Suspension of Work	APR 1984
52.242-17	Government Delay of Work	APR 1984

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 (thirty) calendar days. The time stated for completion shall include final cleanup of the premises.

SECTION G – CONTRACT ADMINISTATION DATA

G.1 POST AWARD CONFERENCE:

A post award conference with the successful offeror is required. It will be scheduled and held within 10 days after the date of contract award. The conference will be held virtually via Microsoft Teams and further information will be provided after award.

G.2 CONTRACT ADMINISTRATION- GOVERNMENT:

All administrative questions shall be directed to: *(Note: This is a virtual team - do not correspond via regular mail; instead correspond via email and include the order/contract number in the subject line.)*

Yui Hoptowit, Contracting Officer
BIE-Division of Acquisition Operations
Telephone No.: (808) 978-2605
Email: Yui.hoptowit@bie.edu

G.3 CONTRACTOR'S ADMINISTRATION:

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

Company Name:	
POC:	
Email:	
Address:	
Phone:	

G.4 CONTRACTING OFFICER:

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

G.5 CONTRACTING OFFICER'S REPRESENTATIVE:

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

G.6 DIAR 1452.201-70, AUTHORITIES AND DELEGATIONS (SEP 2011)

a. The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
b. The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
c. The COR is not authorized to perform, formally or informally, any of the following actions:
    1. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
    2. Waive or agree to modification of the delivery schedule;

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

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

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

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

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

G.7 INVOICE AND PAYMENT:

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)
Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

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

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

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

a. Special attention is called to FAR Clause 52.236-7, Permits and Responsibilities and FAR Clause 52.229-3, Federal, State, and Local Taxes. Offerors are responsible for contacting the tribe, or tribal organization involved, regarding any requirements pertaining to tribal taxes and/or other applicable tribal laws or ordinances. Any costs associated with this section shall be included in the contractor's bid.

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

H.2 CONTRACTOR SAFETY PROGRAM REQUIREMENTS:

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

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

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

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

H.4 CONTRACTOR SECURITY REQUIREMENTS:

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

H.5 REAL ID ACT OF 2005:

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

H.6 EXISTING UTILITIES:

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

H.7 BACKGROUND INVESTIGATION:

1. General Requirements

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

2. Cleared and Non Cleared Personnel

a. Cleared Personnel. The Contractor shall ensure that a sufficient number of supervisory employees/contractors/agents complete a background investigation and receive a favorable determination from BIE HRO/PSB ("Cleared Personnel").

b. Non Cleared Personnel. Personnel not designated as Cleared Personnel ("Non Cleared Personnel") may perform work onsite only when all supervision, monitoring, and physical security controls identified in this clause are fully implemented.

c. Minimum Ratio. When students are present at BIE operated facilities, the ratio of Cleared Personnel to Non Cleared Personnel shall not exceed 1:8.

3. Supervision and Monitoring Requirements

a. Non Cleared Personnel shall remain under line of sight supervision by Cleared Personnel at all times.

b. Cleared Personnel must be positioned at each entry/exit point or placed such that they can maintain continuous visual oversight.

c. The construction site shall be continually monitored to ensure Non Cleared Personnel have no contact or interaction with students.

4. Physical Security Measures

a. The Contractor shall fully enclose the construction site with a minimum 6 foot high fence. Where fencing is not feasible, the Contractor shall implement alternative physical barriers and/or controlled access measures providing equivalent security.

b. The Contractor shall provide all necessary onsite facilities (e.g., portable restrooms) to prevent Non Cleared Personnel from entering any building where students may be present.

c. If Non Cleared Personnel must enter such a building, they shall:

1. Be escorted at all times by Cleared Personnel;

2. Obtain a work pass and/or visible badge from the site's administrative office;

3. Display the badge on exterior clothing at all times.

5. Background Investigation Processing Requirements

a. Background investigation documentation for all Cleared Personnel shall be submitted prior to issuance of the Notice to Proceed (NTP).

b. Contractors shall inform their employees of the importance of emailing the BIE PerSec staff on any delays at any stage of the background investigation process to prevent discontinuation of their investigation.

c. Personnel receiving an unfavorable screening or final background investigation determination shall not be permitted onsite.

d. Unauthorized presence of personnel lacking clearance or required supervision may result in removal from the premises and may constitute grounds for termination for default.

6. Contractor Responsibility

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

7. COR Responsibilities

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

8. Applicability Determinations

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

H.9 <u>BONDING REQUIREMENTS</u>:

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

MODIFICATION PROPOSAL - COST BREAKDOWN

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer (CO). Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

DETERMINATION AND EXTENSION OF CONTRACT TIME

The calendar days, stated under Section F.2 – FAR 52.211-10, allowed for the performance of the contract is based upon the work to be performed and weather conditions that are normally anticipated in the area that may prevent work. Request for time extensions because of weather conditions will not be granted except in the case of unusually severe weather or "Act of Nature" unanticipated by this contract.

HOURS AND DAYS OF WORK

A. The performance time allowed under this contract is based on a forty-hour workweek. The Contractor shall provide a minimum **10**-calendar day **written** advance notice to the Contracting Officer of the actual work schedule, affording adequate opportunity to respond and to schedule Government personnel. Work on Saturdays, Sundays, Government and/ or Tribal holidays is not contemplated, however the Contractor shall make every effort to inform (**in writing**) the Government of his intentions concerning work on weekends and/or holidays (at least 10 calendar days in advance) so that the Government may accommodate the work (requiring inspection and/or oversight) or respond otherwise.
   The Contractor is required to update his construction schedule and submit (to the CO) for review and approval if the work outside the normal 40 hours work week exceeds 2 weeks and it must be approved prior to the work beginning.
B. In no case shall work be performed on holidays and/or weekends without the approval of the CO. The Contractor shall be allowed to work on items of this contract that do not require government inspection and/or oversight at any time including Saturdays, Sundays, and holidays during the construction period shown herein provided the Contractor inform the CO in **writing** within the time frame specified above. Any costs associated with government inspections and/or oversight on weekends and holidays, or as a result of contractor induced delays or mistakes in the work, shall be deducted from the progress payments in accordance with 4(C) below. The Contractor may dispute the deductions, in writing, to the Contracting Officer in accordance with 4(C). Any quantities of work (as reflected in the bid schedule) that is completed outside the normal work week shall be measured and paid for at the contract unit price bid provided the work meets the requirements of this contract. However, with respect to the quality control item unless agreed to by the CO in writing quality control hours incurred as a result of contractor induced delays or mistakes will not be paid for.
C. The COR shall prepare a detailed breakdown of government expenses incurred as a result of government personnel working in excess of the normal 40 hour work week to accommodate the contractor and shall submit this report to the CO (with a copy to the contractor) for reimbursement through a progress payment adjustment. The CO shall notify the contractor 10 working days in advance of making the adjustment in the next progress payment so that the Contractor is given the opportunity to review the report and any expenses claimed. Should the Contractor dispute the government expense report, the disputed items shall be submitted to the CO in writing within the time frame given by the CO and the CO shall make a final determination (within 20 working days of receipt of the disputed items).
D. The Contractor shall submit to the CO the name and legal address of each supervisor to be employed under this contract prior to his entrance on duty. Copies shall be provided to the CO for their records.

TEMPORARY FACILITIES AND UTILITIES

The successful Contractor shall provide a secure staging and storage area near the maintenance building. It shall be the responsibility of the Contractor to provide their own temporary electrical power with generator and portable chemical toilet for use by their workers on site. No part of the school buildings or facilities will be used for storage or administrative purposes by the Contractor.

A. STORAGE: The location for exterior stock piling of materials shall be arranged by the COR and Project Manager. The Contractor shall be responsible for protecting materials stockpiled against weather, damage, theft, and other risks of loss. The BIA/BIE assumes no responsibility for material or equipment left in the storage area.
B. SANITARY FACILITIES: Toilet facilities may be available for Contractor use. The Contractor shall ensure the facilities remain clean. Contractors may be required to provide toilet facilities at some sites.
C. WATER AND ELECTRICITY: Water and 120V electricity may be available at no cost to the Contractor. Should water and electricity be available contractor, the Contractor will bear connection costs. Cost of these utility connections and disconnections is the responsibility of the Contractor.

NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

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 these addresses: https://www.acquisition.gov and https://www.acquisition.gov/diar.

CLAUSES	FAR CLAUSE TITLE	DATE
52.204-2	Security Requirement, Alternate II (APR 1984)	MAR 2021
52.204-9	Personal Identity Verification of Contract 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
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-8	Order Precedence – Uniform Contract Format	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than CertifiedCost or Pricing Data - Modifications	NOV 2021
52.216-4	Economic Price Adjustment-Labor and Material.	JAN 2017
52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
52.219-14	Limitations on Subcontracting	OCT 2022
52.219-28	Post-Award Small Business Program Representation	JAN 2025
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees (DEVIATION FEB 2025)	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52-222-54	Employment Eligibility Verification [Delete if order is <$150K or <120 days]	JAN 2025
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	**MAY 2024**
52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	**MAY 2024**
52.223-10	Waste Reduction Program	**MAY 2024**
52.225-9	Buy American – Construction Materials	OCT 2022
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUNE 2000
52.226-7	Drug-Free Workplace	**MAY 2024**
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	**MAY 2024**

52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety - Pledges of Assets	FEB 2021
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payment	NOV 2021
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.233-1	Disputes and Alternate I (DEC1991)	MAY 2014
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes-Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form), Alt I	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984

FEDERAL ACQUISITION REGULATIONS (FAR) FULL TEXT

I.1 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025) (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(vi) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:
(i) 52.232-1, Payments (Apr 1984).
(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
(iii) 52.232-11, Extras (Apr 1984).
(iv) 52.232-25, Prompt Payment (Jan 2017).
(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
(vi) 52.233-1, Disputes (May 2014).
(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).
(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).
(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).
(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
(ix)(A)52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
(B)Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).
(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).
(xiv)52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.
(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).
(xviii)(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-
(1) Is set aside for small business concerns; or
(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).
(B)Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).])
(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).
(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).
(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).
(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).
(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:
(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)
(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).
(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 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):

_____

_____

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

I.2 52.252-6 AUTHORIZED DEVIATION 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 _____ [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.3 52.240-90 Security Prohibitions and Exclusions Representations and Certifications.

As prescribed in 40.205(a), insert the following provision:

Security Prohibitions and Exclusions Representations and Certifications (Deviation Date)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented

information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

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

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

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

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

I.4 52.240-91 Security Prohibitions and Exclusions.

As prescribed in 40.205(b), insert the following clause:

Security Prohibitions and Exclusions (Deviation Date)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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

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

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

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

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

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

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

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

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a

determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) 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) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its

officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

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

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

DEPARTMENT OF THE INTERIOR ACQUISITION REGULATIONS (DIAR) FULL TEXT

I.5 1452.228-70 LIABILITY INSURANCE – DEPT OF THE INTERIOR 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:

Minimum amount required in each State each person*
Minimum amount required in each State each occurrence*
Minimum amount required in each State for 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 terminationof 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.

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

1. Attachment 1 SOW Bldg 1022
2. Attachment 2 SOW Bldg 1023
3. Attachment 3 SOW Bldg 1024
4. Attachment 4 SOW Bldg 1025
5. Attachment 5 HES – Pull Station Photos
6. Attachment 6 SF 24 Bid Bond
7. Attachment 7 SF25A Payment Bond
8. Attachment 8 SF 1412 Statement and Acknowledgements
9. Attachment 9 Wage Determination
10. Questions and Answers Log

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

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

K.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be 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 and https://www.acquisition.gov/diar

Clause	Title	Date
52.225-25	Prohibition on Contracting With Entities in Certain Activities or Transactions Relating to Iran – Representation and Certifications	JUN 2020
52.236-28	Preparation of Proposals-Construction	OCT 1997

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN 2025 (DEVIATION FEB 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is *238210.*
(2) The small business size standard is *$19.0M.*
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
(i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–
(A) The acquisition is to be made under the simplified acquisition procedures in part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $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.*]
_X_ (i) 52.204-17, Ownership or Control of Offeror.
_X_ (ii) 52.204-20, Predecessor of Offeror.
_X_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this

provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.4 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 or 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) Representation. 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.

K.5 52.204-26 Covered Telecommunications Equipment or Services-Representation OCT 2020

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) (1) Representation. The Offeror represents that it ☐does, ☐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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

K.6 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures DEC 2023

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(c) Procedures. (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).
(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).
(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description;
(7) Reason why the applicable covered article or the product or service is being provided or used;
(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

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

L.1 INSTRUCTION TO OFFERORS:

a. **The Offeror is advised that an award may be made without discussion, exchanges, or any contact concerning the offer received. Therefore, offerors should present their best and final price at time of proposal submission. The Offeror should not assume that they will be contacted or afforded an opportunity to qualify, discuss, or revise their price proposal after submission. Work is all inclusive for complete and useable systems and price proposals must contain all associated costs.**
b. **The offeror must take into consideration any amendments, addendums to the plans and specifications, and will acknowledge in block 19 on the Standard Form 1442 - Solicitation, Offer, and Award.**
c. **The solicitation requires a proposal of ALL line items; failure to do so may result in the proposal being rejected without further consideration. If a proposal on an item is unavailable, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.**

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be 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 and https://www.acquisition.gov/diar

Clause	Title	Date
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.215-1	Instructions to Offerors – Competitive Acquisition	NOV 2021
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.225-10	Notice of Buy American Requirement-Construction Materials	MAY 2014
52.228-17	Individual Surety—Pledge of Assets (Bid Guarantee)	FEB 2021
52.232-13	Notice of Progress Payments	APR 1984
1452.236-71	Additive or Deductive Items	JUL 1996

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

The Government contemplates awarding a SINGLE firm fixed-price construction purchase order resulting from this solicitation.

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

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

L.5 SITE VISIT (CONSTRUCTION)

Site visits: It has been determined that only images will be included in the solicitation package, and a site visit will not be permissible (as the tribe requires pre-approval via permits and reservations to travel into the canyon). The offeror must rely on information provided by the Government, such as drawings, specifications, and exploratory data, etc.

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

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

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

If the page limits are exceeded, the excess pages will not be considered in the evaluation of the proposal.

e. Page & Font Size Format: Page- 8.5 x 11" dimensions; Times New Roman Font, size 12.
f. The documents must be in Microsoft Word, Microsoft Excel, or Adobe PDF and allow for searchable text and copy & past functions.
g. Proposal must be clear, concise, and must include sufficient detail for effective evaluation and for sustaining the validity of stated claims. The proposal should not simply rephrase or restate the government's requirements but must provide convincing rationale to address how the offeror intends to meet these requirements.

h. Each volume must include the following information:
   i. Volume number and name of volume
   ii. Solicitation title
   iii. Offeror's name, address, and contact information
   iv. Date of proposal and validity date
   v. DUNS/UEI number
   vi. A detailed table of contents to delineate the subparagraphs within that volume.
   vii. If not noted within the document, a glossary of acronyms used.

L.7 VOLUME I - PRICE PROPOSAL

All offers shall include only items noted below; do not return entire solicitation:

a. **Signed Standard Form 1442**, Solicitation/Offer/Award (Construction, Alteration, Repair), with blocks 14 – 20c completed by the offeror.
b. **Section B - Schedule of Items**; all blocks must be completed by the offeror; all items must be priced.
c. **Section K - Offeror Representations and Certifications** – Complete and return information in each applicable provision in Section K (52.204-8, 52.204-24, 52.209-7, 52.219-4) **or, if representations & certifications were completed online at** www.sam.gov; **mark 52.204-8(b)(2) accordingly & return**.
d. **Acknowledgement of solicitation amendments** (if any). This can be accomplished by either completing section 19 on the SF-1442 or by submitting the signed SF-30(s) with the SF-1442.
e. Scanned copy of fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).

L.8 VOLUME II – TECHNICAL PROPOSAL

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

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

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 – PROPOSAL EVALUATION:

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

M.2 – EVALUATION FACTORS:
The evaluation will be conducted in two phases:

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

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

PRICE EVALUATION:
This criterion will include consideration of information provided to support item prices entered in Section B, Schedule of Items. It is the Government's intent to assess the price/cost breakdown to determine (1) reasonableness, and (2) offeror's understanding of the work. Any inconsistencies between proposed performance and price must clearly be justified. For example, if unique and innovative approaches are the basis for an abnormally low proposed price, the nature of these approaches and their impact to the proposed price must be completely documented. The burden of credibility of price rests solely with the offeror. The following evaluation criteria shall apply:

a. Reasonableness of an offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For price to be reasonable, it must represent a price that provides best value to the Government when consideration is a given to prices in the market, to include the technical and functional capabilities of the offeror. Unbalanced pricing will be grounds for finding an offer unacceptable.
b. Completeness: Price proposal will be evaluated to determine whether the offeror provided sufficient data as required by the solicitation and the Contracting Officer during the evaluation.
c. Price Realism: The Government reserves its right to evaluate price realism. Price realism may be used to determine if the proposed price is unrealistically low in relation to the Government's Independent Cost Estimate, market conditions evidenced by other competitive proposals received, and the offeror's technical / management approach, such that there is a risk the offeror does not understand the procurement's technical requirements or may not satisfactorily perform at the proposed price.

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

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

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

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

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

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

Award will be made on the basis of the lowest evaluated price of proposal meeting or exceeding the acceptability standards for non-cost factors (technical standards).

END OF REQUEST FOR QUOTE