SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140A1626Q0073	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/09/2026	PAGE 1 OF 14 PAGES

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE A16

BIA CENTRAL 00016
12201 Sunrise Valley Drive
Contracting Office
Mail Stop-244
Reston VA 20192

8. ADDRESS OFFER TO

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

SOLICITATION

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

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

This is a competitive ISBEE set-aside for Electrical Upgrades at Quadplexes 2014 and 2046 in Eagle Butte, South Dakota. All responsible ISBEEs may submit a proposal for consideration in accordance with these and other terms and conditions of the solicitation. Offerors are required to submit a completed Indian Affairs Indian Economic Enterprise Representation Form with submission.

The Government reserves the right to cancel this solicitation before the closing date.

Notice to Proceed (NTP): The NTP will be issued within 10 calendar days of the approval of the required payment protection.

Period of Performance: Ninety (90) calendar days after issuance of NTP.

Magnitude of Construction: Between $25,000 and $100,000.

Special attention is called to FAR Clause 52.236-7, Permits and Responsibilities. Offerors are responsible for contacting the tax authorities and tribe or tribal organization involved with regard to

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ 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 1900 ***(hour)*** local time 07/24/2026 (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

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)*

Kurt Egner

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	any requirements regarding state taxes, tribal taxes, royalties and/or other applicable tribal laws or ordinances. Any costs associated with this section shall be included in the contractors' firm fixed price proposal. Contractor is responsible for contacting the appropriate TERO office for coordination and approvals. Award will be made to the qualified contractor with the lowest total evaluated price. Point(s) of Contact: Contracting: Kurt Egner, kurt.egner@bia.gov				

A - Solicitation/Contract Form 4
B - Supplies or Services/Prices 4
C - Description/Specifications 4
D - Packaging and Marking 4
E - Inspection and Acceptance 4
F - Deliveries or Performance 4
H - Special Contract Requirements 4
I - Contract Clauses 5
J - List of Documents, Exhibits and Other Attachments 12
K - Representations, Certifications, and Other Statements of Bidders 12
L - Instructions, Conditions, and Notices to Bidders 12
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A - Solicitation/Contract Form

B - Supplies or Services/Prices

Contractors should review the attached Scope of Work (attachment 1).

C - Description/Specifications

D - Packaging and Marking

E - Inspection and Acceptance

Clause Database	Clause Number	Clause Title
RFO	52.246-12	Inspection of Construction. (AUG 1996)

F - Deliveries or Performance

Clause Database	Clause Number	Clause Title
RFO	52.211-12	Liquidated Damages-Construction. (SEP 2000)
RFO	52.211-13	Time Extensions. (SEP 2000)
RFO	52.242-14	Suspension of Work. (APR 1984)

H - Special Contract Requirements

Commencement, Prosecution, and Completion of Work.

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than September 30, 2026. The time stated for completion shall include final cleanup of the premises.

Clause Database	Clause Number	Clause Title
DIAR	1452.201-70	Authorities and delegations. (SEP 2011)
DIAR	1452.215-70	Examination of Records by the Department of the Interior (APR 1984)
DIAR	1452.215-71	Use and Disclosure of Proposal Information-Department of the Interior. (APR 1984)
DIAR	1452.224-1	Privacy Act Notification
DIAR	1452.228-70	Liability Insurance (JUL 1996)
DIAR	1452.233-2	Service of Protest
DIAR	1452.236-70	Prohibition Against Use of Lead-based Paint (JUL 1996)
DIAR	1452.280-1	Notice of Indian Small Business Economic Enterprise set-aside. (FEB 2021)

Clause Database	Clause Number	Clause Title
DIAR	1452.280-2	Notice of Indian Economic Enterprise set-aside. (FEB 2021)
DIAR	1452.280-3	Indian Economic Enterprise subcontracting limitations. (FEB 2021)
DIAR	1452.280-4	Indian Economic Enterprise representation. (FEB 2021)

I - Contract Clauses

Clause Database	Clause Number	Clause Title
DOI Local Clauses	52.222-9	Apprentices and Trainees (July 2005) (DEVIATION FEB 2025)
DOI Local Clauses	52.223-23	52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)
RFO	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
RFO	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
RFO	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020) (Deviation Effective Date)
RFO	52.204-13	System for Award Management-Maintenance. (OCT 2018) (Deviation Effective Date)
RFO	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
RFO	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation Effective Date)
RFO	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation Effective Date)
RFO	52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)
RFO	52.219-14	Limitations on Subcontracting. (OCT 2022) (Deviation JAN 2026)
RFO	52.219-28	Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)
RFO	52.222-3	Convict Labor. (JUN 2003)
RFO	52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (MAY 2018) (Deviation Effective Date)
RFO	52.222-6	Construction Wage Rate Requirements. (AUG 2018) (Deviation Effective Date)
RFO	52.222-7	Withholding of Funds. (MAY 2014)
RFO	52.222-8	Payrolls and Basic Records. (JUL 2021)
RFO	52.222-10	Compliance With Copeland Act Requirements. (FEB 1988)
RFO	52.222-11	Subcontracts (Labor Standards). (MAY 2014) (Deviation Effective Date)
RFO	52.222-12	Contract Termination - Debarment. (MAY 2014)
RFO	52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
RFO	52.222-14	Disputes Concerning Labor Standards. (FEB 1988)
RFO	52.222-15	Certification of Eligibility. (MAY 2014)
RFO	52.222-35	Equal Opportunity for Veterans. (JUN 2020) (Deviation Effective Date)
RFO	52.222-37	Employment Reports on Veterans. (JUN 2020) (Deviation Effective Date)
RFO	52.222-50	Combating Trafficking in Persons. (OCT 2025) (Deviation

Clause Database	Clause Number	Clause Title
		Effective Date)
RFO	52.222-54	Employment Eligibility Verification. (JAN 2025) (Deviation Effective Date)
RFO	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)
RFO	52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022)
RFO	52.225-9	Buy American - Construction Materials. (OCT 2022) (Deviation Effective Date)
RFO	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000) (Deviation Effective Date)
RFO	52.226-7	Drug-Free Workplace. (MAY 2024)
RFO	52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
RFO	52.227-4	Patent Indemnity--Construction Contracts. (DEC 2007)
RFO	52.228-2	Additional Bond Security. (OCT 1997)
RFO	52.228-11	Individual Surety-Pledge of Assets. (FEB 2021)
RFO	52.228-12	Prospective Subcontractor Requests for Bonds. (DEC 2022)
RFO	52.228-14	Irrevocable Letter of Credit. (NOV 2014)
RFO	52.232-5	Payments Under Fixed-Price Construction Contracts. (MAY 2014)
RFO	52.232-16	Progress Payments. (NOV 2021) (Deviation Effective Date)
RFO	52.232-23	Assignment of Claims. (MAY 2014)
RFO	52.232-27	Prompt Payment for Construction Contracts. (JAN 2017)
RFO	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
RFO	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
RFO	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
RFO	52.233-1	Disputes. (MAY 2014) (Deviation Effective Date)
RFO	52.233-3	Protest after Award. (AUG 1996) (Deviation Effective Date)
RFO	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation Effective Date)
RFO	52.236-2	Differing Site Conditions. (APR 1984) (Deviation JAN 2026)
RFO	52.236-3	Site Investigation and Conditions Affecting the Work. (APR 1984) (Deviation JAN 2026)
RFO	52.236-5	Material and Workmanship. (APR 1984) (Deviation JAN 2026)
RFO	52.236-6	Superintendence by the Contractor. (APR 1984) (Deviation JAN 2026)
RFO	52.236-7	Permits and Responsibilities. (NOV 1991) (Deviation JAN 2026)
RFO	52.236-8	Other Contracts. (APR 1984) (Deviation JAN 2026)
RFO	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984) (Deviation JAN 2026)
RFO	52.236-11	Use and Possession Prior to Completion. (APR 1984) (Deviation JAN 2026)
RFO	52.236-12	Cleaning Up. (APR 1984) (Deviation JAN 2026)
RFO	52.236-13	Accident Prevention. (NOV 1991) (Deviation JAN 2026)
RFO	52.236-14	Availability and Use of Utility Services. (APR 1984) (Deviation JAN 2026)

Clause Database	Clause Number	Clause Title
RFO	52.236-17	Layout of Work. (APR 1984) (Deviation JAN 2026)
RFO	52.242-5	Payments to Small Business Subcontractors. (JAN 2017)
RFO	52.243-5	Changes and Changed Conditions. (APR 1984) (Deviation OCT 2025)
RFO	52.244-6	Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation Effective Date)
RFO	52.246-21	Warranty of Construction. (MAR 1994)
RFO	52.249-10	Default (Fixed-Price Construction). (APR 1984)
RFO	52.253-1	Computer Generated Forms. (JAN 1991) (Deviation Effective Date)

52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Jan 2025) (DEVIATION FEB 2025)

As prescribed in 13.302-5(d), insert the following clause:

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) [Reserved]

(viii) [Reserved]

(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) (DEVIATION FEB 2025) (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 post acceptance 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.

(End of clause)

52.228-13 Alternative Payment Protections. (JUL 2000)

(a) The Contractor shall submit one of the following payment protections: (i) A payment bond. (ii) An irrevocable letter of credit (ILC).

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

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

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

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

(End of clause)

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Attachment 1 SOW ELECTRICAL UPGRADES QUADPLEXES 2014 AND 2046	07/09/2026
2	Attachment 2 Wage Determination SD03	07/09/2026
3	Attachment 3 IEE Representation Form	07/09/2026

K - Representations, Certifications, and Other Statements of Bidders

Clause Database	Clause Number	Clause Title
RFO	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)
RFO	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
RFO	52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation Effective Date)
RFO	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation Effective Date)
RFO	52.219-1	Small Business Program Representations. (FEB 2024) (Deviation JAN 2026)
RFO	52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation Effective Date)
RFO	52.240-91	Security Prohibitions and Exclusions. (Deviation Effective Date)

L - Instructions, Conditions, and Notices to Bidders

Clause Database	Clause Number	Clause Title
RFO	52.204-7	System for Award Management-Registration. (NOV 2024) (Deviation Effective Date)
RFO	52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)
RFO	52.225-10	Notice of Buy American Requirement - Construction Materials. (MAY 2014)

52.228-1 Bid Guarantee. (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or 75000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

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

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

(End of provision)

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

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

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

(End of provision)

M - Evaluation Factors for Award

Award will be made to the qualified contractor with the lowest total evaluated price to the government.