SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 0044047101

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140A2326Q0249

6. SOLICITATION ISSUE DATE: 08/11/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: CHARMAINE WILLIAMS-JAMES

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

8. OFFER DUE DATE/ LOCAL TIME: 08/14/2026 1700 MD

9. ISSUED BY CODE A23

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

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238220

SIZE STANDARD: $19

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

12. DISCOUNT TERMS:

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

13b. RATING:

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

15. DELIVER TO CODE 0011284555
See Schedule

16. ADMINISTERED BY CODE A23
See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

18a. PAYMENT WILL BE MADE BY CODE:

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BIE MARIANO LAKE COMM SCHOOL PO Box 787 Navajo Route 49 CROWNPOINT NM 87313 US Contractor shall provide services consisting of furnishing all labor, materials, equipment, supervision, and incidentals necessary to providing replacement of two existing burnt-out burners on the boiler system in Mariano Lake Community School building #414. The set aside is set for Indian Small Business Economic Enterprises (ISBEE) Email quote to: charmaine.wiliams-james@bie.edu Delivery: 09/30/2026				
00010	Boiler Burners (Equip/Materials) Product/Service Code: N045 Product/Service Description: INSTALLATION OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				
00020	Labor Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

SECTION B – CONTINUATION

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

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

NAICS	238220 – Plumbing, Heating, and Air Conditioning Contractors
SB Size Standard	$19.0
Set Aside	100%-Indian Small Business Economic Enterprise (ISBEE)

1. **CONTRACT TYPE**

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

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

3. **LOCATIONS**: Mariano Lake Community School, POB 787, Navajo Route 49, Crownpoint, NM 87313

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

Model No.	DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL
	Estimate to supply labor, material and equipment for the replacement of 2 burners at Mariano Lake Community School. New burners will be Power Flame oil fired with parallel positioning Fireye PPC4000 controls. This control system will allow burners to operate Lead/Lag with a push of a button. New burners will have a better turndown ratio which will increase efficiency. Both boilers will be internally cleaned fireside and waterside new handhole gaskets and rope will replace existing. Boilers are equipped with steam controls that are not needed on hot water boilers and will be removed during burner installation. Thurman had asked about this during walk through of site. Include Equipment and Materials, taxes if applicable.	1	EA		

	Labor				
	GRAND TOTAL COST:				$

5. POINTS OF CONTACT (POC)

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

6. INVOICING INSTRUCTIONS

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

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts.

At a minimum a proper invoice shall include:

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

Additional Invoice Requirements:

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

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

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. If the company SAM registration Point of Contact information is not current or correct, the designated company representative may not receive the email notice. Contractor assistance with enrollment or technical support can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

- **CONTRACTING OFFICER REPRESENTATIVE**

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

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

COR duties include the following activities:

• Serve as the primary liaison between the contractor and the Contracting Officer.
• Ensure consistency among multiple CORs under a single contract when providing guidance to the contractor and evaluating the contractor's performance.
• Maintain a complete working file for the assigned contractual instrument.
• Monitor and evaluate the contractor's performance and make timely reports of your findings to the Contracting Officer.
• Complete interim and final evaluations of the contractor's performance through CPARS.
• Provide the Contracting Officer with copies of all written correspondence (including electronic communications) with the contractor.
• Inform the Contracting Officer of substantive oral communications (e.g., telephone conversations) with the contractor and provide notes and/or summaries of them as requested.
• Inspect and evaluate products (including reports and drafts) and services delivered by the contractor, and make recommendations to the Contracting Officer regarding their acceptability.
• Review and approve/reject contractor's invoices.
• Monitor the contractor's use of key personnel and notify the Contracting Officer of any changes in key personnel proposed by the contractor.
• Review the qualifications of proposed subcontractors and the appropriateness of subcontracting work and make recommendations to the Contracting Officer regarding consent to the placement of subcontracts.

• Provide the contractor with, monitor the use of, and report on Government-furnished property.
• Provide technical guidance to the contractor.
• Promptly notify the Contracting Officer immediately of any:
  o Actual or potential contractor performance problems.
  o Action or inaction by BIE personnel that may affect the contractor's ability to perform; and
  o Inappropriate action on the part of BIE personnel with regard to the contract (e.g., any action that creates a conflict of interest on the part of the contractor or causes the contractor to perform inherently governmental functions).

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

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

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

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

• Changing any of the contract terms and conditions.
• Directing the contractor to perform work or make deliveries not specifically required under the contract.
• Waiving or relaxing, in any way, the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract; and
• Making any commitments or approving any actions that would create any financial obligation on the part of the Government.

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

SECTION C – CONTRACT CLAUSES

1. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	**Title**	**Date**
52.202-1	Definitions	June 2020
52.203-5	Covenant Against Contingent Fees	May 2014

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Foreign Transactions	Sept 2024
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.209-2	Prohibition on Contracting with Inverted Domestic Cooperation-Representation	Nov 2015
52.219-6	Notice of Total Small Business Set Aside	Nov 2020
52.219-14	Limitations on Subcontracting	Oct 2022
52.219-28	Postaward Small Business Program Rerepresentation	Jan 2025
52.212-4	Contract Terms and Conditions Commercial Products and Services	Nov 2023
52.212-4	Contract Terms and Conditions Commercial Products and Service, Alternative I	Nov 2021
52.222-3	Convict Labor	June 2003
52.222-19	Child Labor-Cooperative with Authorities and Remedies	Mar 2026
52.222-35	Equal Opportunities for Veterans	June 2020
52.222-36	Equal Opportunities for Workers with Disabilities	June 2020
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	May 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
52.222-50	Combating Trafficking in Persons	Oct 2025
52.222-55	Minimum Wage for Contractor Workers Under Executive Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	April 2026
52.224-3	Privacy Training	Jan 2017
52.225-1	Buy American-Supplies	Oct 2022
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	Nov 2023
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.232-18	Availability of Funds	Apr 1984
52.232-33	Payments by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	Mar 2023
52-240-91	Security Prohibition and Exclusions	Mar 2026

52.201-1 Acquisition 360: Voluntary Survey.

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

Acquisition 360: Voluntary Survey (Sep 2023)

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

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

(End of provision)

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

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

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

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

(End of clause)

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

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

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

1. The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
2. The CO will designate a POC at time of award. The POC will be responsible for technical monitoring of the Vendor's performance and deliveries. The POC will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The POC for this contract will be:
   (Name and contact information will be provided at time of award)
3. The POC is not authorized to perform, formally or informally, any of the following actions:

i. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract.
ii. Waive or agree to modification of the delivery schedule.
iii. Make any final decision on any contract matter subject to the Disputes Clause; iv. Terminate, for any reason, the Contractor's right to proceed. v. Obligate in any way, the payment of money by the Government.

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

5. The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
6. The Contractor shall provide copies of all correspondence to the Contracting Officer and the POC.
7. Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the POC acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

3. CUSTOM CLAUSES

CONTRACT CLOSEOUT

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

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

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

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

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

PAYMENT FOR UNATHORIZED WORK

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

RELEASE OF NEWS INFORMATION

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

NOTICE REGARDING LATE DELIVERY/DELAY PEFORMANCE

The contractor will immediately notify the Contracting Officer in writing in the event the contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete

performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

REPORTING MATTERS INVOLVNIG FRAUD, MISMANAGEMENT, WASTE AND ABUSE

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

U.S. Department of the Interior

Office of Inspector General

1849 C Street NW - Mail Stop 4428

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

SECTION D – DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment Number	Title	Notes
1	Statement of Work	
2	Service Wage Rate	

ATTACHMENT 1 – STATEMENT OF WORK

New Mexico Navajo Central Facility Management Agency

Mariano Lake Community School Scope of Work (SOW)

Project Title: Replacement of Two Boiler Burners

Project Location:

Mariano Lake Community School Navajo Route 49

Crownpoint, NM 87313

1. Purpose

The purpose of this Statement of Work (SOW) is to provide all labor, materials, equipment, supervision, transportation, tools, and incidentals necessary to replace two existing boiler burners at Mariano Lake Community School.

2. Scope of Work

The contractor shall furnish and install two new Power Flame oil-fired burners equipped with parallel positioning Fireye PPC4000 control systems. The new burner control system shall allow the burners to operate in a Lead/Lag configuration through automatic sequencing and manual selection capability.

The contractor shall perform all work necessary to ensure the boilers and associated burner systems are fully operational, properly calibrated, and function efficiently upon completion of the project.

3. Work Requirements

The contractor shall perform the following work:

3.1 Burner Replacement

- Remove and properly dispose of the two existing burners and associated obsolete components.
- Furnish and install two new Power Flame oil-fired burners.
- Furnish and install Fireye PPC4000 parallel positioning controls for each burner system.
- Configure the burners for Lead/Lag operation with push-button functionality.
- Install all required wiring, controls, sensors, relays, conduits, piping modifications, and accessories required for a complete operational system.

3.2 Boiler Cleaning and Maintenance

- Perform internal fireside cleaning of both boilers.
- Perform internal waterside cleaning of both boilers.
- Remove and replace all handhole gaskets as required.
- Remove and replace rope gasketing as required.

3.3 Control System Modifications

- Remove existing steam controls that are not required for hot water boiler operation.
- Modify and/or reconfigure boiler control systems as necessary to ensure compatibility with the new burner and control systems.

3.4 Startup and Testing

- Perform startup, testing, calibration, and combustion tuning of both burner systems.
- Verify proper Lead/Lag operation and sequence functionality.
- Verify safe and efficient operation of both boilers and burner systems.
- Perform all required safety and operational checks prior to final acceptance.

4. Materials and Equipment

All materials and equipment provided under this contract shall be new, free from defects, and installed in accordance with manufacturer specifications and applicable industry standards.

5. Contractor Responsibilities

The contractor shall:

- Provide all labor, supervision, materials, tools, equipment, transportation, and incidentals required to complete the work.
- Coordinate all work activities with Mariano Lake Community School and the Crownpoint Agency.
- Maintain a safe and clean work environment at all times.
- Comply with all applicable Federal, State, Tribal, OSHA, EPA, and safety regulations.
- Remove and properly dispose of all debris and replaced equipment generated from the project.
- Abide by all local safety rules and regulations

6. Inspection and Acceptance

All work performed under this SOW shall be subject to inspection and acceptance by the Government representative. Work shall not be considered complete until all systems are fully operational and accepted by the Government.
Warranty

The contractor shall provide a minimum one-year warranty on all labor, materials, and installed equipment from the date of final acceptance unless otherwise specified by the manufacturer.

7. Period of Performance

The contractor shall complete all work within a mutually agreed-upon timeframe from the date of award.

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8. Points of Contact

BIE Technical Point of Contact:

Tommy Belone, Facility Manager
Contracting Officer's Representative (COR) Phone:
(505)584-0626
Email: tommy.belone@bie.edu

Maintenance Point of Contact:

Thurman Lewis, Supervisory Facility Operations Specialist Phone:
(505)786-6168
Email: thurman.lewis@bie.edu

ATTACHMENT 2- SERVICE WAGE RATE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-5451
Daniel W. Simms Division of | Revision No.: 28
Director Wage Determinations| Date Of Last Revision: 5/13/2026

State: New Mexico

Area: New Mexico Counties of Cibola, Colfax, McKinley, Mora, Rio Arriba, San Miguel and Taos

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****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.69
01012 - Accounting Clerk II		19.86
01013 - Accounting Clerk III		22.21
01020 - Administrative Assistant		35.42
01035 - Court Reporter		20.47
01041 - Customer Service Representative I		14.77

01042 - Customer Service Representative II 16.12
01043 - Customer Service Representative III 18.11
01051 - Data Entry Operator I 14.95
01052 - Data Entry Operator II 16.31
01060 - Dispatcher, Motor Vehicle 19.29
01070 - Document Preparation Clerk 16.31
01090 - Duplicating Machine Operator 16.31
01111 - General Clerk I 15.68
01112 - General Clerk II 17.11
01113 - General Clerk III 19.20
01120 - Housing Referral Assistant 22.83
01141 - Messenger Courier 13.28
01191 - Order Clerk I 14.95
01192 - Order Clerk II 16.31
01261 - Personnel Assistant (Employment) I 18.74
01262 - Personnel Assistant (Employment) II 20.97
01263 - Personnel Assistant (Employment) III 23.36
01270 - Production Control Clerk 23.17
01290 - Rental Clerk 16.00
01300 - Scheduler, Maintenance 18.30
01311 - Secretary I 18.30
01312 - Secretary II 20.47
01313 - Secretary III 22.83
01320 - Service Order Dispatcher 17.25
01410 - Supply Technician 35.42
01420 - Survey Worker 20.47
01460 - Switchboard Operator/Receptionist 16.18
01531 - Travel Clerk I 15.75
01532 - Travel Clerk II 17.45
01533 - Travel Clerk III 18.99
01611 - Word Processor I 16.31
01612 - Word Processor II 18.30
01613 - Word Processor III 20.47

05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 24.05
05010 - Automotive Electrician 18.15
05040 - Automotive Glass Installer 16.80
05070 - Automotive Worker 16.80
05110 - Mobile Equipment Servicer 14.08
05130 - Motor Equipment Metal Mechanic 19.52
05160 - Motor Equipment Metal Worker 16.80
05190 - Motor Vehicle Mechanic 19.52
05220 - Motor Vehicle Mechanic Helper 13.62
05250 - Motor Vehicle Upholstery Worker 15.82
05280 - Motor Vehicle Wrecker 16.80

05310 - Painter, Automotive 18.15
05340 - Radiator Repair Specialist 16.80
05370 - Tire Repairer 14.29
05400 - Transmission Repair Specialist 19.52

07000 - Food Preparation And Service Occupations
07010 - Baker 14.59
07041 - Cook I 16.20
07042 - Cook II 19.32
07070 - Dishwasher 13.67
07130 - Food Service Worker 13.62
07210 - Meat Cutter 17.75
07260 - Waiter/Waitress 13.86

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 26.75
09040 - Furniture Handler 15.33
09080 - Furniture Refinisher 26.75
09090 - Furniture Refinisher Helper 18.72
09110 - Furniture Repairer, Minor 22.76
09130 - Upholsterer 26.75

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 13.28
11060 - Elevator Operator 16.38
11090 - Gardener 22.49
11122 - Housekeeping Aide 16.40
11150 - Janitor 16.40
11210 - Laborer, Grounds Maintenance 16.62
11240 - Maid or Houseman 13.85
11260 - Pruner 15.86
11270 - Tractor Operator 20.28
11330 - Trail Maintenance Worker 16.62
11360 - Window Cleaner 17.25

12000 - Health Occupations
12010 - Ambulance Driver 17.82
12011 - Breath Alcohol Technician 27.03
12012 - Certified Occupational Therapist Assistant 37.08
12015 - Certified Physical Therapist Assistant 32.22
12020 - Dental Assistant 21.52
12025 - Dental Hygienist 47.25
12030 - EKG Technician 40.94
12035 - Electroneurodiagnostic Technologist 40.94
12040 - Emergency Medical Technician 17.82
12071 - Licensed Practical Nurse I 24.16

12072 - Licensed Practical Nurse II 27.03
12073 - Licensed Practical Nurse III 30.12
12100 - Medical Assistant 18.75
12130 - Medical Laboratory Technician 26.87
12160 - Medical Record Clerk 21.12
12190 - Medical Record Technician 23.61
12195 - Medical Transcriptionist 24.16
12210 - Nuclear Medicine Technologist 59.39
12221 - Nursing Assistant I 13.95
12222 - Nursing Assistant II 15.69
12223 - Nursing Assistant III 17.12
12224 - Nursing Assistant IV 19.22
12235 - Optical Dispenser 27.03
12236 - Optical Technician 24.16
12250 - Pharmacy Technician 21.75
12280 - Phlebotomist 24.16
12305 - Radiologic Technologist 36.66
12311 - Registered Nurse I 27.99
12312 - Registered Nurse II 34.24
12313 - Registered Nurse II, Specialist 34.24
12314 - Registered Nurse III 41.42
12315 - Registered Nurse III, Anesthetist 41.42
12316 - Registered Nurse IV 49.65
12317 - Scheduler (Drug and Alcohol Testing) 33.48
12320 - Substance Abuse Treatment Counselor 31.21

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 19.70
13012 - Exhibits Specialist II 24.40
13013 - Exhibits Specialist III 29.84
13041 - Illustrator I 19.48
13042 - Illustrator II 24.15
13043 - Illustrator III 29.03
13047 - Librarian 27.03
13050 - Library Aide/Clerk 13.53
13054 - Library Information Technology Systems Administrator 24.40
13058 - Library Technician 17.34
13061 - Media Specialist I 17.60
13062 - Media Specialist II 19.70
13063 - Media Specialist III 21.96
13071 - Photographer I 17.60
13072 - Photographer II 19.70
13073 - Photographer III 24.40
13074 - Photographer IV 29.40
13075 - Photographer V 35.56

13090 - Technical Order Library Clerk 17.11
13110 - Video Teleconference Technician 18.57

14000 - Information Technology Occupations
14041 - Computer Operator I 21.26
14042 - Computer Operator II 23.78
14043 - Computer Operator III 26.52
14044 - Computer Operator IV 29.47
14045 - Computer Operator V 32.63
14071 - Computer Programmer I (see 1) 24.65
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 21.26
14160 - Personal Computer Support Technician 29.47
14170 - System Support Specialist 32.63

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 35.42
15020 - Aircrew Training Devices Instructor (Rated) 42.85
15030 - Air Crew Training Devices Instructor (Pilot) 51.38
15050 - Computer Based Training Specialist / Instructor 35.42
15060 - Educational Technologist 35.26
15070 - Flight Instructor (Pilot) 51.38
15080 - Graphic Artist 30.33
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 51.38
15086 - Maintenance Test Pilot, Rotary Wing 51.38
15088 - Non-Maintenance Test/Co-Pilot 51.38
15090 - Technical Instructor 27.72
15095 - Technical Instructor/Course Developer 36.70
15110 - Test Proctor 22.37
15120 - Tutor 22.37

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 14.40
16030 - Counter Attendant 14.40
16040 - Dry Cleaner 16.47
16070 - Finisher, Flatwork, Machine 14.40
16090 - Presser, Hand 14.40
16110 - Presser, Machine, Drycleaning 14.40

16130 - Presser, Machine, Shirts 14.40
16160 - Presser, Machine, Wearing Apparel, Laundry 14.40
16190 - Sewing Machine Operator 17.16
16220 - Tailor 17.85
16250 - Washer, Machine 15.09

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 26.75
19040 - Tool And Die Maker 34.15

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 20.80
21030 - Material Coordinator 25.49
21040 - Material Expediter 25.49
21050 - Material Handling Laborer 16.10
21071 - Order Filler 17.14
21080 - Production Line Worker (Food Processing) 20.80
21110 - Shipping Packer 17.76
21130 - Shipping/Receiving Clerk 17.76
21140 - Store Worker I 15.37
21150 - Stock Clerk 18.71
21210 - Tools And Parts Attendant 20.80
21410 - Warehouse Specialist 20.80

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 30.58
23019 - Aircraft Logs and Records Technician 22.76
23021 - Aircraft Mechanic I 28.77
23022 - Aircraft Mechanic II 30.58
23023 - Aircraft Mechanic III 32.38
23040 - Aircraft Mechanic Helper 18.72
23050 - Aircraft, Painter 26.75
23060 - Aircraft Servicer 22.76
23070 - Aircraft Survival Flight Equipment Technician 26.75
23080 - Aircraft Worker 24.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 24.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 28.77
23110 - Appliance Mechanic 26.75
23120 - Bicycle Repairer 20.75
23125 - Cable Splicer 39.17
23130 - Carpenter, Maintenance 21.97
23140 - Carpet Layer 24.76
23160 - Electrician, Maintenance 27.63

23181 - Electronics Technician Maintenance I 25.16
23182 - Electronics Technician Maintenance II 27.32
23183 - Electronics Technician Maintenance III 29.47
23260 - Fabric Worker 22.76
23290 - Fire Alarm System Mechanic 28.77
23310 - Fire Extinguisher Repairer 20.75
23311 - Fuel Distribution System Mechanic 28.77
23312 - Fuel Distribution System Operator 20.75
23370 - General Maintenance Worker 18.09
23380 - Ground Support Equipment Mechanic 28.77
23381 - Ground Support Equipment Servicer 22.76
23382 - Ground Support Equipment Worker 24.76
23391 - Gunsmith I 20.75
23392 - Gunsmith II 24.76
23393 - Gunsmith III 28.77
23410 - Heating, Ventilation And Air-Conditioning Mechanic 24.14
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 23.56
23430 - Heavy Equipment Mechanic 32.06
23440 - Heavy Equipment Operator 24.56
23460 - Instrument Mechanic 28.77
23465 - Laboratory/Shelter Mechanic 26.75
23470 - Laborer 16.10
23510 - Locksmith 26.75
23530 - Machinery Maintenance Mechanic 33.05
23550 - Machinist, Maintenance 34.23
23580 - Maintenance Trades Helper 16.01
23591 - Metrology Technician I 28.77
23592 - Metrology Technician II 30.58
23593 - Metrology Technician III 32.38
23640 - Millwright 28.77
23710 - Office Appliance Repairer 26.75
23760 - Painter, Maintenance 21.18
23790 - Pipefitter, Maintenance 25.68
23810 - Plumber, Maintenance 23.88
23820 - Pneudraulic Systems Mechanic 28.77
23850 - Rigger 28.77
23870 - Scale Mechanic 24.76
23890 - Sheet-Metal Worker, Maintenance 28.77
23910 - Small Engine Mechanic 24.76
23931 - Telecommunications Mechanic I 34.32
23932 - Telecommunications Mechanic II 36.50
23950 - Telephone Lineman 28.77
23960 - Welder, Combination, Maintenance 26.93
23965 - Well Driller 29.78

23970 - Woodcraft Worker 28.77
23980 - Woodworker 20.75

24000 - Personal Needs Occupations
24550 - Case Manager 21.74
24570 - Child Care Attendant 13.92
24580 - Child Care Center Clerk 17.88
24610 - Chore Aide 12.95
24620 - Family Readiness And Support Services Coordinator 21.74
24630 - Homemaker 21.74

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 26.12
25040 - Sewage Plant Operator 20.15
25070 - Stationary Engineer 26.12
25190 - Ventilation Equipment Tender 17.01
25210 - Water Treatment Plant Operator 19.94

27000 - Protective Service Occupations
27004 - Alarm Monitor 18.72
27007 - Baggage Inspector 17.20
27008 - Corrections Officer 22.00
27010 - Court Security Officer 20.62
27030 - Detection Dog Handler 19.24
27040 - Detention Officer 22.00
27070 - Firefighter 19.91
27101 - Guard I 17.20
27102 - Guard II 19.24
27131 - Police Officer I 25.68
27132 - Police Officer II 28.54

28000 - Recreation Occupations
28041 - Carnival Equipment Operator 17.55
28042 - Carnival Equipment Repairer 19.45
28043 - Carnival Worker 13.59
28210 - Gate Attendant/Gate Tender 17.63
28310 - Lifeguard 13.20
28350 - Park Attendant (Aide) 19.71
28510 - Recreation Aide/Health Facility Attendant 14.39
28515 - Recreation Specialist 24.44
28630 - Sports Official 15.70
28690 - Swimming Pool Operator 23.40

29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 24.76

29020 - Hatch Tender 24.76
29030 - Line Handler 24.76
29041 - Stevedore I 22.76
29042 - Stevedore II 26.75

30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 46.58
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 32.12
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 35.36
30021 - Archeological Technician I 19.13
30022 - Archeological Technician II 21.45
30023 - Archeological Technician III 26.48
30030 - Cartographic Technician 26.59
30040 - Civil Engineering Technician 26.30
30051 - Cryogenic Technician I 28.29
30052 - Cryogenic Technician II 31.24
30061 - Drafter/CAD Operator I 19.13
30062 - Drafter/CAD Operator II 21.45
30063 - Drafter/CAD Operator III 23.93
30064 - Drafter/CAD Operator IV 29.33
30081 - Engineering Technician I 17.03
30082 - Engineering Technician II 19.11
30083 - Engineering Technician III 21.37
30084 - Engineering Technician IV 26.48
30085 - Engineering Technician V 32.39
30086 - Engineering Technician VI 39.19
30090 - Environmental Technician 29.81
30095 - Evidence Control Specialist 25.54
30210 - Laboratory Technician 24.87
30221 - Latent Fingerprint Technician I 28.29
30222 - Latent Fingerprint Technician II 31.24
30240 - Mathematical Technician 26.59
30361 - Paralegal/Legal Assistant I 23.71
30362 - Paralegal/Legal Assistant II 29.37
30363 - Paralegal/Legal Assistant III 35.92
30364 - Paralegal/Legal Assistant IV 43.46
30375 - Petroleum Supply Specialist 31.24
30390 - Photo-Optics Technician 26.59
30395 - Radiation Control Technician 31.24
30461 - Technical Writer I 27.88
30462 - Technical Writer II 34.10
30463 - Technical Writer III 41.26
30491 - Unexploded Ordnance (UXO) Technician I 29.60

30492 - Unexploded Ordnance (UXO) Technician II 35.81
30493 - Unexploded Ordnance (UXO) Technician III 42.92
30494 - Unexploded (UXO) Safety Escort 29.60
30495 - Unexploded (UXO) Sweep Personnel 29.60
30501 - Weather Forecaster I 29.33
30502 - Weather Forecaster II 35.67
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2) 23.93
30621 - Weather Observer, Senior (see 2) 26.59

31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 35.81
31020 - Bus Aide 13.09
31030 - Bus Driver 19.42
31043 - Driver Courier 17.75
31260 - Parking and Lot Attendant 13.21
31290 - Shuttle Bus Driver 14.92
31310 - Taxi Driver 11.43
31361 - Truckdriver, Light 18.05
31362 - Truckdriver, Medium 22.18
31363 - Truckdriver, Heavy 23.05
31364 - Truckdriver, Tractor-Trailer 23.05

99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 17.46
99030 - Cashier 13.79
99050 - Desk Clerk 13.42
99095 - Embalmer 29.60
99130 - Flight Follower 29.60
99251 - Laboratory Animal Caretaker I 20.68
99252 - Laboratory Animal Caretaker II 22.93
99260 - Marketing Analyst 25.22
99310 - Mortician 29.60
99410 - Pest Controller 25.15
99510 - Photofinishing Worker 15.55
99710 - Recycling Laborer 20.41
99711 - Recycling Specialist 25.04
99730 - Refuse Collector 18.80
99810 - Sales Clerk 14.72
99820 - School Crossing Guard 16.17
99830 - Survey Party Chief 26.19
99831 - Surveying Aide 23.83
99832 - Surveying Technician 24.03
99840 - Vending Machine Attendant 18.88
99841 - Vending Machine Repairer 23.78
99842 - Vending Machine Repairer Helper 18.00

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

***This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.**

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth

National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you
work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).""
"

1. **<u>FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS</u>**

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions,

the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.acquisition.gov.

End of Provision

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

Provisions Incorporated by full text

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

Addendum-

- A complete quote shall be submitted by solicitation the closing date and time.
- The contractor is responsible for reading this solicitation in its entirety.
- **Price**: The contractor shall submit an all-inclusive firm fixed price quote in response to this solicitation. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local Taxes, Delivery, Shipping & Handling, Goods, Services, and all other fees necessary to complete the work.
- **Delivery Lead Time**: The contractor shall clearly identify its delivery lead time. If different than that listed in the solicitation, include an explanation for the extended delays.
- **Set-aside**: The contractor shall complete and submit the DIAR IEE representation, 1452.280-4 Indian Economic Enterprise Representation (FEB 2021), included in this solicitation. The quote will be removed from further consideration if the contractor does not complete the certification, submits incomplete information, or alternate forms are submitted.
- **Product Availability:**
  The Contractor shall quote equipment, which is fully manufactured, in stock, and capable of delivery ARO. The contractor shall provide with its quote evidence from the supplier that the product is in fact available for sale, in stock, and can be shipped ARO.
- **Product Specifications:**
  The contractor shall submit product specifications for the item(s) quoted including photos.
- Shall quote new items only in original manufacturer packaging.
  Refurbished or used items shall not be accepted.
- The contractor shall identify the company Tax ID, Cage Code, UEI number.
- The contractor shall be submitted a quote using FOB Destination delivery terms.
- The contractor shall include complete and current point of contact information which includes first name, last name, e-mail, telephone number, and physical mailing address.
- The contractor shall acknowledge all amendments.
- The contractor shall be properly registered in SAM.gov to include small business status.
- The contractor shall complete the provisions, FAR & DIAR, and submit with offer. (Section E)

Completion of FAR provisions is not necessary if the provisions are already complete & listed in the company SAM.gov registration, representations and certifications section.

- The Government shall not be liable for any fees/costs incurred by quotation preparation. Preparing and submitting an offer in response to this solicitation is strictly voluntary.
- E-mail attachments shall be in PDF format and compatible with Microsoft Office software. NO zipped files permitted.
- All inquiries, quotations, & amendments shall be submitted to: charmaine.williams-james@bie.edu (electronic only)

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

The following factors shall be used to evaluate quotes:

Price
Product Availability
Product Specifications
Delivery Lead Time
Set-aside

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

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

Quote Due Date

All quotes in response to this opportunity are due no later than 5:00 p.m. MDT on August 14, 2026. Quotes will only be accepted via electronic mail and must be emailed to the CO at Charmaine Williams-James at charmaine.williams-james@bie.edu by the closing date.

(End of Provision)

FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm-Fixed Price, contract resulting from this solicitation.

(End of provision)

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

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

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

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

(End of provision)

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

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

(End of provision)

1452.280-4 Indian Economic Enterprise Representation (FEB 2021)

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

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:

Project Title:

Date of Form Submission:

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

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

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

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

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

OFFEROR REPRESENTATION

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

Name of Federally Recognized Tribal Entity:

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

Legal Business Name:

Certifying Signature:

Unique Entity ID (UEI):

Printed Name: