# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER



2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140A2326Q0228

6. SOLICITATION ISSUE DATE
07/29/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Mary Jane Johnson

b. TELEPHONE NUMBER *(No collect calls)*
5058034259

8. OFFER DUE DATE/ LOCAL TIME
08/28/2026 1200 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 0011284704
See Schedule

16. ADMINISTERED BY CODE A23
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | ADMINISTERED BY:<br>Indian Education Acquisition Office<br>1011 Indian School Rd.<br>Suite 352A<br>Albuquerque NM 87104 US<br>DELIVER TO:<br>Continued...<br>*(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)*
Mary Jane Johnson

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | BIE RED ROCK DAY SCHOOL<br>PO Drawer 2007<br>Navajo Route 13<br>RED VALLEY AZ 86544 US | | | | |
| 00010 | Relocation & re-installation of AC Unit<br>Product/Service Code: J041<br>Product/Service Description:<br>MAINT/REPAIR/REBUILD<br>OF EQUIPMENT- REFRIGERATION, AIR CONDITIONING,<br>AND AIR CIRCULATING EQUIPMENT<br><br>Period of Performance: 09/14/2026 to<br>10/16/2026 | | | | |

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<br>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: SUPPLIES OR SERVICES AND PRICES/COSTS

**B.1 SCHEDULE OF ITEMS:**

| Base Items | Supplies/Services | Qty | Unit of Issue* | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | Removal | 1 | JB | $ | $ |
| 2 | Installation | 1 | JB | $ | $ |
| | | | | Profit: | $ |
| | | | | Subtotal: | $ |
| | | | | Bonding: | $ |
| | | | | Navajo Nation Taxes: | $ |
| | | | | All Applicable Taxes (State): | $ |
| **Total Proposed $** | | | | | |

* UNIT OF ISSUE – LS – Lump Sum; LSQ - Lump Sum Quantities, JB - Job

**B.2 PAYMENT FOR BOND PREMIUMS:**
Payment for bond premiums, in accordance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under separate line item.

# SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C.1 SCOPE OF CONTRACT:**

The contractor is required to provide all necessary personnel, supervision, materials, equipment, services, and facilities (unless otherwise specified) for the removal and reinstallation of the existing HVAC system adjacent to the IT room at Red Rock Day School in Red Rock, Arizona. All work shall be completed in accordance with the Statement of Work or Specifications; any attachments referenced in Section 4 are incorporated herein as part of this solicitation and any resulting contract.

**C.2 PROJECT LOCATION:**

Red Rock Day School in Red Rock, AZ

**C.3 TECHNICAL SPECIFICATIONS:**

All Project Specifications and Requirements are listed in Attachment 1

**C.4 FINAL PHOTOGRAPHIC DOCUMENTATION:**

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

## SECTION 1 INTRODUCTION

### 1.1 GENERAL

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with Revolutionary FAR Overhaul (RFO) Part 12. This announcement constitutes only solicitation. Quotes are being requested and separately written solicitation will not be issued.

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) FAC 2026-01 March 13, 2026, Civilian Agency Acquisition Council (CAAC) Letter 2025-02 issued February 18, 2025, and Department of the Interior Acquisition, Arts, and Asset Policy (DOI-AAAP) 0210 v01.

### 1.2 AWARD TYPE

The Government contemplates awarding a Firm-Fixed-Price (FFP) contract

### 1.3 SET ASIDE

This requirement is set-aside 100% for Indian Economic Enterprises (IEE)

### 1.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

The NAICS code for this requirement is 238220, Plumbing, Heating, and Air-Conditioning Contractors $19

### 1.5 ANTICIPATED PERIOD OF PERFORMANCE OR DELIVERY DATE

30 days

### 1.6 PERFORMANCE LOCATION OR DELIVERY ADDRESS

Red Rock Day School in Red Rock, AZ

### 1.7 POINT OF CONTACT

POC: Sandra Ahasteen, Sandra.ahasteen@bie.edu

## 1.8 GENERAL REQUIREMENTS

See attachment A1, SOW

# SECTION 2 GENERAL TERMS AND CONDITIONS

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

## 2.1 FAR AND DIAR CLAUSES

The following Federal Acquisition Regulations (FAR) and Department of the Interior Acquisition Regulation (DIAR) Clauses are applicable to this requirement:

**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 these addresses:

- FAR Clauses: https://www.acquisition.gov/browse/index/far
- DIAR Clauses: https://www.acquisition.gov/diar

| Clause | Title | Date |
|---|---|---|
| 52.203-17 | Contractor Employee Whistleblower Rights | Nov 2023 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | Jan 2017 |
| 52.204-13 | System for Award Management – Maintenance | Mar 2026 DEV |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded | May 2026 DEV |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | May 2026 DEV |
| 52.212-4 | Contract Terms and Conditions—Commercial Products and Commercial Services | Mar 2026 DEV |
| 52.219-6 | Notice of Total Small Business Set-Aside | Jan 2026 DEV |
| 52.222-5 | Construction Wage Rate Requirements-Secondary Site of the Work | May 2026 DEV |
| 52.222-6 | Construction Wage Rate Requirements | May 2026 DEV |
| 52.222-7 | Withholding of Funds | May 2026 DEV |
| 52.222-8 | Payrolls and Basic Records | May 2026 DEV |

| | | |
|---|---|---|
| 52.222-9 | Apprentices and Trainees | May 2026 DEV |
| 52.222-10 | Compliance with Copeland Act Requirements | May 2026 DEV |
| 52.222-11 | Subcontracts (Labor Standards) | May 2026 DEV |
| 52.222-12 | Contract Termination—Debarment | May 2026 DEV |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations | May 2026 DEV |
| 52.222-14 | Disputes Concerning Labor Standards | May 2026 DEV |
| 52.222-15 | Certification of Eligibility | May 2026 DEV |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | May 2026 DEV |
| 52.222-37 | Employment Reports on Veterans | May 2026 DEV |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026 | May 2026 DEV |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors | May 2026 DEV |
| 52.225-9 | Buy American-Construction Materials | Oct 2022 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | Oct 2018 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Mar 2023 |
| 52.233-3 | Protest After Award | Aug 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | Oct 2004 |
| 52.236-2 | Differing Site Conditions | Jan 2026 DEV |
| 52.236-3 | Site Investigations and Conditions Affecting the Work | Jan 2026 DEV |
| 52.236-5 | Material and Workmanship | Jan 2026 DEV |
| 52.236-6 | Superintendence by the Contractor | Jan 2026 DEV |
| 52.236-7 | Permits and Responsibilities | Jan 2026 DEV |
| 52.236-8 | Other Contracts | Jan 2026 DEV |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | Jan 2026 DEV |
| 52.236-10 | Operations and Storage Areas | Jan 2026 DEV |
| 52.236-12 | Cleaning Up | Jan 2026 DEV |
| 52.240-91 | Security Prohibitions and Exclusions | Mar 2026 DEV |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | May 2026 DEV |
| 52.246-12 | Inspection of Construction | Aug 1996 |
| 1452.280-1 | Notice of Indian Small Business Economic Enterprise Set-aside | Feb 2021 |
| 1452.280-3 | Indian Economic Enterprise Subcontracting Limitations | Feb 2021 |

**FAR 52.228-13 Alternative Payment Protections (Jul 2000)**

(a) The Contractor shall submit one of the following payment protections:

A payment bond or an irrevocable letter of credit.

(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)

**FAR 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 "(DEV)" 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 "(DEV)" after the name of the regulation.

(End of clause)

## 2.2 CUSTOM CLAUSES

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

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

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

Invoice Contents:

- Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:
    1. Order Number
    2. Item number of deliverable
    3. Description of deliverable
    4. Price of deliverable
    5. Quantity of deliverable
    6. Date deliverable was provided to the Government for inspection
    7. Serial number/part number if applicable
- The contractor is responsible for ensuring invoices submitted are accurate and complete
- Additional supporting documentation MAY BE REQUESTED at the discretion of the COR

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

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

(End of custom clause)

**Notice Regarding Late Delivery/Delayed Performance**
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.

(End of custom clause)

## 2.3 FAR AND DIAR PROVISIONS

**FAR 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):

- FAR Clauses: https://www.acquisition.gov/browse/index/far
- DIAR Clauses: https://www.acquisition.gov/diar

| Provision | Title | Date |
| --- | --- | --- |
| 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 | Mar 2026 DEV |
| 52.212-1 | Instructions to Offerors—Commercial Products and Commercial Services | Mar 2026 DEV |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications | Mar 2026 DEV |

**FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (May 2026 DEV)**

(a) Definitions. As used in this clause—

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

**FAR 52.209-5 -- Certification Regarding Responsibility Matters (May 2026 DEV)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (May 2026 DEV)**

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Mar 2026 DEV)**

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

*Lowest Price from a Responsible and Responsive Firm*

(b) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**DIAR 1452.233-2 Service of Protest Department of the Interior DEV (Jul 1996)**
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Competition Advocate (addressed as follows) by obtaining written and dated acknowledgment of receipt from:
Bryan Harden, Competition Advocate
bryan.harden@bia.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Competition Advocate shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240."

(End of provision)

**DIAR 1452.280-4 Indian Economic Enterprise Representation (Feb 2021)**
(a) The offeror represents as part of its offer that it [ ] does [ ] does not meet the definition of Indian Economic Enterprise (IEE) as defined in DIAR 1480.201 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately in writing if there is any ownership change affecting compliance with this representation.

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

(End of provision)

## SECTION 3 INSTRUCTIONS TO QUOTERS

### 3.1 QUOTATION DUE DATE AND TIME

Quote must be received on or before the date and time specified on the SF 1449.

The addressed designated for receipt of quotes is:
Mary Jane Johnson, maryjane.johnson@bie.edu

The subject line of the email should be as follows and include the RFQ number:
"*Company Name* Quote in Response to 140A2326Q0228

*If within 24 hours after quote submission a quoter does not receive confirmation that their quote was received, it is the quoter's responsibility to confirm that their quote is received by the designated recipient listed above.

### 3.2 QUOTATION CONTENTS

To participate under this acquisition all interested parties must submit a quote in accordance with the terms and conditions stated herein.

**The submission must include the following information:**

**Company Information:**

- Unique Entity ID
- Complete Business Mailing Address
- Contact Name, Phone Number & Email Address
- RFQ Number
- Quote Number
- Quote Date
- Section B Pricing

**Price Quote:** Pricing shall be in Firm Fixed-Price (FFP) format for the quoter's quoted solution to meet the needs of the requirement. Quoted price must address all elements of the SOW.

### 3.3 CONTRACTOR INQUIRIES

Any questions related to this requirement must be submitted to the email listed in Section 3.1 above no later than **Friday, August 28, 12:00 MDT.**

## SECTION 4 ATTACHMENTS

| Title |
| --- |
| A1 - SOW Red Rock Rooftop AC - AI (A1 - SOW Red Rock Rooftop AC - AI.docx) |
| A2 - WAGE RATES (A2 - WAGE RATES.pdf) |
| A3 -- DIAR 1452.280-2 Supplement (A3 -- DIAR 1452.280-2 Supplement.docx) |
| A4 - IA - IEE Representation Form (A4 - IA - IEE Representation Form.pdf) |
| A5 IA Form 3000 Material Approval Submittal (A5 IA Form 3000 Material Approval Submittal.pdf) |
| A6 - RFP Questions and Answers Log (A6 - RFP Questions and Answers Log.xlsx) |

END