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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 the only solicitation. Quotes are being requested and a separate 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) Purchase Order.

This requirement is set-aside 100% for Indian Small Business Economic Enterprises (ISBEEs).

1.3 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

The NAICS code for this requirement is 541620 Environmental Consulting Services, with a Small Business size standard of $19M.

1.4 ANTICIPATED PERIOD OF PERFORMANCE OR DELIVERY DATE

Base Year: 09/21/2026 to 09/30/2027

1.5 PERFORMANCE LOCATION OR DELIVERY ADDRESS

The performance location for this effort will be within the BIA, Navajo Region, Ft. Defiance Agency, Ft. Defiance, AZ.

1.6 POINT OF CONTACT

POC: TBA {to be provided at award}
Phone: TBA
Email: TBA

SECTION 2 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

See Attachment 1, Statement of Work (SOW)

SECTION 3 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. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

3.1 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
52.000-1	Definitions **(RFO Consolidated)**	April 2026
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.204-13	System for Award Management – Maintenance **(RFO DEVIATION)**	Mar 2026
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services **(RFO DEVIATION)**	Mar 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	**RFO Deviation** Apr 2026
52.240-91	Security Prohibitions and Exclusions **(RFO DEVIATION)**	Mar 2026
52.244-2	Subcontracts	Jun 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services	RFO Deviation May 2026

1452.280-2	Notice of Indian Economic Enterprise set-aside	Feb 2021
1452.280-3	Indian Economic Enterprise subcontracting limitations	Feb 2021

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

52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (RFO DEVIATION) (May 2026).

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) **(RFO DEVIATION)** (Mar 2026).

52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C) **(RFO DEVIATION)** (Mar 2026).

52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (31 U.S.C. 6101 note) **(RFO DEVIATION) (May 2026)**

52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (41 U.S.C. 2313) **(RFO DEVIATION) (May 2026)**

52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (15 U.S.C. 657a) **(RFO DEVIATION)** (Jan 2026).

52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a) **(RFO DEVIATION)** (Jan 2026).

52.219-6, Notice of Total Small Business Set-Aside (15 U.S.C. 644) (RFO DEVIATION) (Jan 2026).
__ Alternate I (Mar 2020) of 52.219-6 (RFO DEVIATION) (Jan 2026).

52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ Alternate I (Mar 2020) of 52.219-7 (RFO DEVIATION) (Jan 2026).

52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)) (RFO DEVIATION) (Jan 2026).

52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
__ Alternate I (Nov 2016) of 52.219-9 (RFO DEVIATION) (Jan 2026).
__ Alternate II (Nov 2016) of 52.219-9 (RFO DEVIATION) (Jan 2026).
__ Alternate III (Jun 2020) of 52.219-9 (RFO DEVIATION) (Jan 2026).
__ Alternate IV (Jan 2025) of 52.219-9 (RFO DEVIATION) (Jan 2026).

52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__ Alternate I (Mar 2020) of 52.219-13

52.219-14, Limitations on Subcontracting (15 U.S.C. 657s) (RFO DEVIATION) (Jan 2026).

52.219-16, Liquidated Damages—Subcontracting Plan (15 U.S.C. 637(d)(4)(F)(i)) (RFO DEVIATION) (Jan 2026).

52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (15 U.S.C. 657f) (RFO DEVIATION) (Jan 2026).

52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)) (RFO DEVIATION) (Jan 2026).
__ Alternate I (Mar 2020) of 52.219-28 (RFO DEVIATION) (Jan 2026).

52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (15 U.S.C. 637(m)) (RFO DEVIATION) (Jan 2026).

52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (15 U.S.C. 637(m)) (RFO DEVIATION) (Jan 2026).

52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)) (RFO DEVIATION) (Jan 2026).

52.222-3, Convict Labor (E.O.11755) (RFO DEVIATION) (MAY 2026).

52.222-19, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126) (RFO DEVIATION) (MAY 2026).

52.222-35, Equal Opportunity for Veterans (38 U.S.C. 4212) (RFO DEVIATION) (MAY 2026).
(ii) Alternate I of 52.222-35 (RFO DEVIATION) (MAY 2026).

52.222-36, Equal Opportunity for Workers with Disabilities (29 U.S.C. 793) (RFO DEVIATION) (MAY 2026).
(ii) Alternate I of 52.222-36 (RFO DEVIATION) (MAY 2026).

52.222-37, Employment Reports on Veterans (38 U.S.C. 4212) (RFO DEVIATION) (MAY 2026).

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496) (RFO DEVIATION) (MAY 2026).

52.222-50, Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627) (RFO DEVIATION) (MAY 2026).
(ii) Alternate I of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627) (RFO DEVIATION) (MAY 2026).

52.222-54, Employment Eligibility Verification Executive Order 12989). (RFO DEVIATION) (MAY 2026) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (42 U.S.C. 7671, et seq.) (RFO DEVIATION) (MAY 2026).

52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.) (RFO DEVIATION) (MAY 2026).

52.223-23, Sustainable Products and Services (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (RFO DEVIATION) (MAY 2026).

52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
(ii) Alternate I (Oct 2022) of 52.225-1.

52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__Alternate I [Reserved].
__Alternate II (Jan 2025) of 52.225-3.
__Alternate III (Feb 2024) of 52.225-3.
__Alternate IV (Oct 2022) of 52.225-3.

52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

52.229-12, Tax on Certain Foreign Procurements (RFO DEVIATION) (Octo 2025).

52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 55305 and 10 U.S.C. 2631) (RFO DEVIATION) (MAY 2026).
__ Alternate I of 52.247-64 (RFO DEVIATION) (MAY 2026).
__ Alternate II of 52.247-64 (RFO DEVIATION) (MAY 2026).

52.222-41, Service Contract Labor Standards (41 U.S.C. chapter 67) (RFO DEVIATION) (MAY 2026).

52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. chapter 67) (RFO DEVIATION) (MAY 2026).

52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. chapter 67) (RFO DEVIATION) (MAY 2026).

52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67) (RFO DEVIATION) (MAY 2026).

52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (41 U.S.C. chapter 67) (RFO DEVIATION) (MAY 2026).

52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (41 U.S.C. chapter 67) (RFO DEVIATION) (MAY 2026).

52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (RFO DEVIATION) (MAY 2026).

52.222-62, Paid Sick Leave Under Executive Order 13706 (E.O. 13706) (RFO DEVIATION) (MAY 2026).

52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (42 U.S.C. 1792) (RFO DEVIATION) (Mar 2026).

52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(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 "(DEVIATION)" after the date of the clause.

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

(End of clause)

DOI-AAAP-0050- Contractor Performance Assessment Reporting System (December 2015)
FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment

Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15. 2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action. 3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public. 4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/. 5)Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/. a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment. b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance. c) All information provided should be reviewed for accuracy prior to submission. d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”. e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed. f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." 6) The following guidelines apply concerning your use of the past performance evaluation: a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions. b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control. c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes. 7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of clause)

DIAR 1452.201-70 Authorities and Delegations (Sep 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a POC at time of award. The POC will be responsible for technical monitoring of the contractor'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.

(c) The POC is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the POC has taken an action or has issued direction (written or oral) that the Contractor considers to exceed 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.

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

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

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

(End of clause)

DIAR 1452.204-70 - Release of Claims (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

3.2 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
- **Final Invoice**

  Within sixty calendar days of product acceptance and/or completion of services:

    a. The contractor shall submit a final invoice, designated as such by a clear statement of “FINAL INVOICE” on the face of the invoice document.
    b. The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this award.
    c. The contractor shall provide a release of claims against the government for any further payment under this award.
- The sixty-calendar day submission timeframe shall not be extended without written authorization from the contracting officer. In the event items a, b, or c above are not

submitted within the authorized timeframe, the contracting officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

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)

3.3 INDIAN AFFAIRS CUSTOM CLAUSE(S):

3.4 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 **(RFO DEVIATION)**	Mar 2026
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services **(RFO DEVIATION)**	Mar 2026
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. **(RFO DEVIATION)**	Mar 2026
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. **(RFO DEVIATION)**	Mar 2026

1452.280-1	Notice of Indian Small Business Economic Enterprise Set-Aside	Feb 2021

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

(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 nonresponsible.

(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 (RFO DEVIATION) (May 2026)

(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 ((RFO DEVIATION) (Mar 2026)

(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:

(b)

(a) The following factors shall be used to evaluate offers and are listed in descending order of importance:
1. Technical Approach a. Technical Approach will demonstrate at a minimum, a narrative of the technical aspects of how the vendor will meet the requirements of the SOW. The technical proposal must be specific and complete. The quote should not simply rephrase or restate the government's requirement, but rather must provide convincing rationale to address the offeror intends to meet these requirements.
2. Key Project Management/Technical Support: a. Summary of qualifications and related experience. b. Demonstrated project experience on Tribal trust lands. c. Project manager's resume.
3. Past Performance a. Provide 3-5 references from clients documenting experience. b. List of projects within the past 5 years for this type of work. Provide a brief description of the projects.
4. Price

Technical and past performance, when combined, are significantly more than cost or price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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)

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)

DIAR 1452.233-2 Service of Protest Department of the Interior (Jul 1996) (RFO DEVIATION)
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the 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 owner 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 4 INSTRUCTIONS TO QUOTERS

4.1 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:
Lynelle Benallie, Contracting Officer, lynelle.benallie@bia.gov

The subject line of the email must be as follows and include the RFQ number:
"*Company Name* Quote in Response to 140A0926Q0013

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. Confirmation should come directly from the designated recipient.

4.2 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
- Pricing

When submitting a quote in response to this solicitation, the quoter shall include a signed and completed copy of the attached IEE Representation Form and the above DIAR 1452.280-4. Failure to submit a complete and signed form and DIAR 1452.280-4 may result in the quoter being disqualified from the competition and ineligible for contract award.

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.

4.3 CONTRACTOR INQUIRIES

Any questions related to this requirement must be submitted to the email listed in Section 4.1 above no later than **3:00 PM MDT, August 21, 2026.**

SECTION 5 ATTACHMENTS

1. SOW
2. IEE Representation Form

END