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

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

1. REQUISITION NUMBER: 0044050733



2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140A2326Q0234

6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: CHARMAINE WILLIAMS-JAMES

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

8. OFFER DUE DATE/ LOCAL TIME: 08/18/2026 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): 621340

SIZE STANDARD: $12.5

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 0011284577

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)*: CHARMAINE WILLIAMS-JAMES

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | BIE WINGATE HIGH SCHOOL<br>PO Box 2<br>1737 Shush Drive<br>FORT WINGATE NM 87316 US<br>Contractor shall provide services consisting of furnishing all labor, materials, equipment, supervision, and incidentals necessary to providing In Person Speech Therapist Services to Wingate High School.<br><br>Email quotes to:<br>charmaine.williams-james@bie.edu<br>Delivery: 07/31/2027 | | | | |
| 00010 | CONTRACT SERVICES - SPEECH SERVICES<br>Product/Service Code: Q518<br>Product/Service Description: MEDICAL- PHYSICAL MEDICINE/REHABILITATION<br><br>Period of Performance: 08/24/2026 to 07/31/2027 | | | | |
| 00020 | OPTION YEAR 1<br>(Option Line Item)<br>Anticipated Exercise Date 08/01/2027<br>Period of Performance: 08/01/2027 to 07/31/2028 | 1 | AU | | |
| 00030 | OPTION YEAR 2<br>(Option Line Item)<br>Continued... | 1 | AU | | |

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 |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Anticipated Exercise Date 08/01/2028<br>Period of Performance: 08/01/2028 to<br>07/31/2029 | | | | |
| 00040 | OPTION YEAR 3<br>(Option Line Item)<br>Anticipated Exercise Date 08/01/2029<br>Period of Performance: 08/01/2029 to<br>07/31/2030 | 1 | AU | | |
| 00050 | OPTION YEAR 4<br>(Option Line Item)<br>Anticipated Exercise Date 08/01/2030<br>Period of Performance: 08/01/2030 to<br>07/31/2031 | 1 | AU | | |

# 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 | 621340 – Offices of Physical, Occupational and Speech Therapists, and Audiologists |
| SB Size Standard | $12.5M |
| Set Aside | 100%-Total Small Business |

1. **CONTRACT TYPE**

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

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

   Base Year: August 24, 2026, to July 31, 2027
   Option Year 1: August 1, 2027, to July 31, 2028
   Option Year 2: August 1, 2028, to July 31, 2029
   Option Year 3: August 1, 2029, to July 31, 2030
   Option Year 4: August 1, 2030, to July 31, 2031

3. **LOCATIONS**: Wingate High School, POB 2, 1737 Shush Drive, Fort Wingate, NM 87316

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.**

   The rate identified is an all-inclusive service rate. All-inclusive is defined as all costs/expenses to include but is not limited to labor, service, supplies, materials, Federal/Local/State tax, travel, and all other fees necessary to complete the work. The total hours identified are estimated. Actual hours worked is defined as work performed covered by the contract statement of work, terms, and conditions. Actual hours worked is not defined as commuting time or any work performed which is not covered by the contract statement of work, terms, and conditions.

   *Labor Rate is an All-inclusive description of service in the scope of work.*

   *Estimated hours: 3 days per week, 8 hours per day for 42 weeks = 1008 labor hours*

| NO. | Description | Labor Rate | Estimated amount of hour | Total |
|---|---|---|---|---|
| 10 | Base Year: Speech Therapist | $ | 1008 | $ |
| 20 | OY1: Speech Therapist | $ | 1008 | $ |
| 30 | OY2: Speech Therapist | $ | 1008 | $ |
| 40 | OY3: Speech Therapist | $ | 1008 | $ |
| 50 | OY4: Speech Therapist | $ | 1008 | $ |
| | | **Grand Total:** | $ | |

## 5. POINTS OF CONTACT (POC)

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

## 7. CONTRACTOR KEY PERSONNEL:

a. The Contractor agrees to assign those persons who are necessary to fulfill the requirements of the purchase order as key personnel. No substitutions shall be made except in accordance with this clause.

b. All key personnel assigned to work under this contract shall be United States citizens.

c. Indian Preference (IP) recruitment and hiring practices apply. Indian is defined as a Native American / Alaska Native individual who is enrolled in a federally recognized Native American Indian tribe of the United States, or eligible direct descendant of an enrolled tribal member. The Contractor shall make every effort to locate and hire qualified and reliable IP applicants, when able. IP includes all subcontracting arrangements, when possible and reasonable.

d. Key personnel shall possess the necessary knowledge, skills, and ability to perform the work being requested. This includes physical requirements such as but not limited to prolonged walking, standing, sitting, running, working outside under various weather conditions and time frames.

e. Key personnel shall have completed and passed the security clearance process prior to commencement of work. The contractor shall not assign any staff to report onsite for work until clearance has been granted. Contractor shall be found in breach of contract which shall be grounds contract termination if unauthorized staff are found onsite without approved security clearances.

f. Key personnel considered essential ("key personnel") to the work performed under this contract shall be mutually agreed upon by the contractor and the Government and will be specified in the purchase order. During the first 120 calendar days of the contract, the Contractor shall make no substitutions of key personnel from the evaluation package unless the substitution is necessitated by illness, death, or termination of employment. Prior to removing, replacing, or diverting any of the specified individuals, the contractor shall promptly notify the Contracting Officer (CO) and provide the information required below:

- All proposed substitutions shall be submitted to the CO for approval at least 15 calendar days in advance of the proposed effective date (unless substitution is necessitated by sudden illness, death, or termination of employment in which case notice shall be within five (5) calendar days of the effective date) and must provide the information as stated herein.

- All requests for substitutions shall be in writing unless otherwise agreed to by the CO and shall include a complete resume for the proposed substitute and any other information required by the CO to permit effective evaluation of the proposed substitutions' qualifications.

- Requests for substitution of "key personnel" above must also provide a detailed explanation of the circumstances necessitating it and sufficient information for the CO to evaluate the impact of the substitution on purchase order performance.

The following individuals are considered to be essential to the work being performed under this purchase order:

| NAME | POSITION |
|---|---|
| | |

[To be submitted as part of the quote and filled in upon award]

- **SECURITY & INVESTIGATION**

Security (information technology, systems, and facility) requirements are enforced. The Contractor and all subcontractors shall remain in compliance with federal policy, regulations, procedures, and laws.

**Information Security:**

The contractor and all subcontractors shall ensure at all times the safety and protection of personal identifiable information (PII) by using secure networks, VPN portals, and equipment which is security protected. The contractor shall not save any records which contain PII on personal

equipment or servers. All records shall be properly archived and disposed of in accordance with federal records management policy and regulation. The Contractor shall be willing to complete all required training provided by the Government such as but not limited to: Annual Information Technology security training.

- **SAFETY & HEALTH**

The Contractor shall comply with all installation safety regulations when on site. Such regulations include, but are not limited to, general safety, fire prevention, and waste disposal. Copies of policy, procedure, and regulations are on file in the activity safety office or may be obtained through the COR.

Personal Protective Equipment (PPE): The Contractor shall be responsible for providing their personnel with adequate training for all potential hazards that their personnel may encounter while performing services in a school setting to ensure safety. Contractor personnel shall utilize PPE as appropriate in a school setting and as required by policy, OSHA, and other regulating bodies. The Contractor shall ensure that assigned staff have been trained on proper use of PPE to ensure that staff know when it is necessary; what kind is necessary; how to properly put it on, adjust, and take it off; limitations of equipment; proper care, maintenance, useful life, and safe disposal of equipment.

Immunizations: Contractors shall be current and willing to provide evidence of the following immunizations.

- MMR Immunization (measles, mumps, and rubella)
  - Individuals born on or after 1957 can be considered immune and shall provide documentation of physician-diagnosed measles, laboratory evidence of measles immunity, or adequate immunization with two doses of live measles vaccine on or after their first birthday.
  - Individuals born prior to 1957 need not be considered susceptible; measles vaccine or proof of immunity is therefore not required.
- Tdap-Tetanus, diphtheria, acellular pertussis or, current Td booster.
- Polio
- Annual TB (tuberculosis) test results as negative

Illness: At no time shall a Contractor enter school property when sick and/or experiencing symptoms of infectious disease or illness such as nausea, vomiting, fever, chills, coughing, etc. Please consult with the Contracting Officer Representative to discuss symptoms, as necessary.

- **GOVERNMENT FURNISHED PROPERTY / EQUIPMENT**

The Contractor is responsible for possessing all equipment and supplies necessary to complete the work.

The Government will provide an identification badge to any on-site visitor. Contractor shall ensure its employees comply with security policies regarding the identification badges. The employee shall surrender identification badges

to the security officer at the end of contract or on-site visit. The Contractor shall possess and provide a valid and current photo ID issued by the state DMV, upon request.

The Government shall not be liable for theft, damage to, and/or loss of contractor personal items, property, or equipment.

- **FOOD, LODGING, EXPENSES**

The Contractor shall be responsible for its own food, lodging, travel, and other personal expenses.

- **RIGHTS TO DATA**

a. Any Government information made available or to which access is provided and which is marked or should be marked "For Official Use Only" or "FOUO" shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the Contracting Officer. Requests to make such disclosure should be addressed to the Contracting Officer.

b. Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary information, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

c. Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

d. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

e. Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to $10,000, or imprisoned up to ten years, or both.

- **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.

- **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.

- **CULTURAL BACKGROUND:**

Some of the schools receiving services under this contract may speak a native language and/or reside on a Native American Indian Reservation. The Contractor is expected to demonstrate sensitivity to cross-cultural and language differences.

# 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 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | Dec 2014 |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Cooperation-Representation (Deviation) | May 2026 |
| 52.219-6 | Notice of Total Small Business Set Aside (Deviation) | Jan 2026 |
| 52.219-14 | Limitations on Subcontracting (Deviation) | Jan 2026 |
| 52.219-28 | Postaward Small Business Program Rerepresentation (Deviation) | Jan 2026 |
| 52.212-4 | Contract Terms and Conditions Commercial Products and Services (Deviation) | Mar 2026 |
| 52.212-4 | Contract Terms and Conditions Commercial Products and Service Alternative I (Deviation) | Mar 2026 |
| 52.222-3 | Convict Labor (Deviation) | May 2026 |
| 52.222-19 | Child Labor-Cooperative with Authorities and Remedies (Deviation) | May 2026 |
| 52.222-35 | Equal Opportunities for Veterans (Deviation) | May 2026 |
| 52.222-36 | Equal Opportunities for Workers with Disabilities (Deviaton) | May 2026 |
| 52.222-37 | Employment Reports on Veterans (Deviation) | Mar 2026 |
| 52.222-41 | Service Contract Labor Standards (Deviation) | May 2026 |
| 52.222-50 | Combating Trafficking in Persons (Deviation) | May 2026 |
| 52.222-52 | Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Certification (Deviation) | May 2026 |
| 52.222-53 | Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (Deviation) | May 2026 |
| 52.222-55 | Minimum Wage for Contractor Workers Under Executive Order 14026 (Deviation) | May 2026 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 (Deviation) | May 2026 |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors (Deviation) | May 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 (Deviation) | 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)

**52.217-8 Option to Extend Services.**

As prescribed in **17.208**(f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the

option by written notice to the Contractor within 15 days [insert the period of time within which the Contracting Officer may exercise the option]. (End of clause)

**52.217-9 -- Option to Extend the Term of the Contract.**

As prescribed in 17.208(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not **be July 31, 2031**. (End of Clause)

**52.232-19 Availability of Funds for the Next Fiscal Year (April 1984)**
Funds are not presently available for performance under this contract beyond (TBD) . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (TBD) , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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 |

**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

**BACKGROUND INVESTIGATION (Revised 04/01/2020)**

In accordance with 25 U.S.C. § 3201 et seq. (Pub. L. 101-630), the *Indian Child Protection and Family Violence Prevention Act*; 34 U.C.C. § 20351, et seq. (Pub. L. 101-647), the *Crime Control Act of 1990*, as amended; and 441 Departmental Manual, *Personnel Security and Suitability Requirements*, all positions with duties and responsibilities involving regular contact with or control over Indian children are subject to a background investigation and determination of suitability for employment. Accordingly, all such positions require a favorable background screening by the Bureau of Indian Education (BIE), Personnel Security and Suitability Program and a favorable background investigation by the Defense Counterintelligence Service Agency (DCSA).

The documentation required to initiate a background investigation shall be completed for any Contractor employee that will be onsite during the contract's performance or have access to Personally Identifiable Information (PII). The complete submittal of the background investigation paperwork to the BIA/BIE will be accomplished within 14 days after contract award for service contracts or, for construction contracts, before a Notice to Proceed (NTP) is issued by the Contracting Officer. Pending the successful completion of a background investigation by the BIA/BIE and/or DCSA, the Contractor who has been granted a favorable screening (applicant and suitability) determination must, at all times, remain within sight and under the supervision of a Government employee (or other person designated by the Contracting Officer Representative (COR), who has successfully completed the background investigation.

If an unfavorable screening (applicant and suitability) determination is made, an employee shall not be allowed onsite. If the Contractor's employees are found onsite, without the proper authorization, the employee will face legal liability and the Contractor may have their contract terminated for default. Additionally, the individual and/ or the company who proposed to employ this individual may be determined to be non-responsible if an unfavorable screening (applicant and suitability) determination is made and may be deemed ineligible for contract award. If an unfavorable final background investigation determination is made, the contract may be terminated and the employee in question shall not be authorized to provide service to the BIA/BIE if the services involve contact with or regular control over Indian children.

It is solely the COR's responsibility to initiate background checks for all Contractors and their employees in the BIE BEARCUBS system, which includes but is not limited to appropriate investigative forms and/or inquiries about their previous investigation; and, obtain a screening (applicant and suitability) determination, and subsequent final background investigation.

The Contracting Officer will consult with the COR when questions arise as to whether or not the scope of work of a contract requires background investigations for contractor personnel. If the Contracting Officer or COR believes the scope of work performed by contract personnel should not require a background investigation, the Personnel Security Officer will be contacted for concurrence and has the final authority to determine if background investigation(s) are required. (End of Clause)

## Contractor Performance Assessment Reporting System (December 2015)

1) 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.
8) 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)

## 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 | |
| | | |

# ATTACHMENT 1 – STATEMENT OF WORK

School: Wingate High School School Year: 2026-

2027 SECTION C - - DESCRIPTIONS AND SPECIFICATIONS

C.1 Statement of Work

## Work Statement

**Purpose**

The Individuals with Disabilities Education Improvement Act (P.L. 108-446) and the Elementary & Secondary Education-Every Student Succeeds Act (ESSA Section 111 (b)(A) under Title 1 Part A regulations in 34 C.F. R. 200.30-200.37 require schools to provide education and related services that meet the specific needs of every child with disabilities in their Least Restrictive Environment which is Wingate High School.

The purpose of this contract is to secure a contractor to provide Speech services, a specialized related service for up to 20 students with receptive and expressive speech needs on site at Wingate High School. This related service will be documented in accordance with their specially designed individual educational plans. Services will need to include:

**Required Qualifications**

The contractors will be New Mexico state certified and/or licensed to provide related services in the following areas: Speech Therapy for student with disabilities. The contractor must be able to provide related services as required by the student's Individual Education plans. Current license must be attached to this bid for service.

## Duration of services

The contract term shall begin August 1, 2026, and terminate July 31, 2027. Services will be delivered throughout the 2026–2027 school year and during the summer school session, for a total service period equivalent to 42 weeks. All services will be provided on an hourly-rate basis and scheduled according to the needs and frequencies documented in each student's legally binding Individualized Education Program (IEP).

Services will be delivered on-site, in person, at the school, and provided on a weekly schedule as specified by the student's IEP and within the academic setting identified therein. If, for any reason, services are suspended or become unavailable during the contract year, the vendor is required to compensate the school for all agreed-upon IEP services within the same school year. Because this support is required by the student's IEP, services must be delivered in person at the school site; no contract extensions or remote substitutions will be permitted.

## Statement of Work

Based upon the referral for related services from Wingate High School's Educational Support Service (ESS) program the contractor(s) will provide related services to the identified students with disabilities who have been determined to require the specialized related service of:

- Speech Therapy (3x/wk., 8 hrs./day x 42 weeks. = 1008 (Labor hours)

The Contractor will provide comprehensive services based upon each student's needs as determined to be eligible with a disability in accordance with the I.D.E.A. regulations. Services will include Speech

Therapy and evaluations or re-evaluations. Evidence of services will be provided through required sign-in sheets for service delivery on a weekly basis, weekly submission of service logs of service and progress reports 4 times a year as required in the student's individual education plans.

The Contractor must be present in-person or virtually for the Individual Student Plan meetings to review progress and when appropriate the results of any re-evaluations or evaluations completed. Service providers will be available to answer any questions that relate to student-related services with the parents/guardians. The contractors must provide a written summary of service prior to exiting a student from any related services. There must be a summary of performance exit reports when a student graduates from senior status or age out of the academic program.

The contractor must provide monthly invoices to Wingate High School's Business Office on expenditure and services performed to ensure that all related services are provided prior to payment.

Evaluation Criteria:

A. Copies of current license for the respective related services provider (Speech Therapy) that the Contractor will provide
B. Contracted related service providers must be NM state accredited and /or licensed by the National Board for Certification as a Speech Therapist or Speech Pathologist
C. Provision for culturally sensitive services/programs as the student population is Native American
D. Provision for parental involvement in information about the service being rendered and user friendly interpretation of the evaluation or re-evaluation results
E. Ensure that the provision for the ancillary or related services is rendered
F. Certified or licensed Speech Therapist or Speech Pathologist
G. Personnel approved through a state or Bureau of Indian Education Security clearance

## H. Completion of the Bureau of Indian Education IMT requirements for access to BIE reporting System, NASIS

I. On-Site therapeutic service
J. Therapy plans for review and alignment of services to the students' IEP to be rendered
K. Contractors will provide their own test materials and therapy materials
L. Contractors will provide their own technology equipment
M. Reasonable and appropriate budget
N. Experience with BIE funded schools
O. Experience with Native American populations
P. Written Reports to include present level of performance and goals and objectives for the Student's Individual Education Plans
Q. Submission of quarterly progress reports by the quarter or as scheduled by the school
R. Submission of weekly service logs of related services provided

S. Service providers will provide a monthly schedule of service delivery for monitoring purposes and communication with School staff and parents
T. All service providers are required to sign in and out in the ESS office when services are provided for documentation of service rendered and payment

Deliverables:

A. Student related services as specified in the student's IEP
B. Documentation of related services via service logs for Speech Therapy
C. Parent Involvement component: accessible training resources and reporting
D. On demand Weekly, bi-weekly and/or monthly written and formal quarterly progress reports
E. Completion of full summative reports for each respective Speech services in the evaluation or re-evaluations or evaluations
F. Monthly invoices with attached details of services sent to the WHS Business Office and ESS program
G. Annual update of IEP utilizing the BIE NASIS system to document all services

## H. Certificate of completion of the annual BIE (Bureau of Indian Education) IMT training and SCAN Training

I. Monthly updates of student admissions/discharges
J. Written notice of changes in facility location, address and direct service personnel
K. Participation of all student IEP meetings in-person or virtually
L. Training for local ESS staff as needed upon request Contract

Administration:

A. Quarterly meetings to review the contract and any recommendations
B. Invoices: submitted monthly with itemized expenses and days/units of services within ten (10) working days
C. Address: Maintain current address of facility, contact person and phone number of office(s)

## 1. FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS

**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 |

| | | |
|---|---|---|
| 52.212-1 | 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)**

1.Complete offer shall be submitted by solicitation the closing date and time.
2.The Offeror is responsible for reading this solicitation in its entirety.
3.The Offeror shall conform and complete DIAR **1452.280-4** with the solicitation set aside.
4.The Offeror shall complete and submit the SF-1449 with offer.
5.The Offeror shall identify the company Tax ID, Cage Code, UEI number.
6.The Offeror shall include complete and current point of contact information to include first name, last name, e-mail, telephone number, fax number, and physical mailing address.
7.The Offeror shall acknowledge all amendments, if any.
8.The Offeror shall be properly registered in SAM.gov.
9.The Offeror shall complete the provisions, FAR & DIAR, and submit with offer. (Section E)
10.Completion of FAR provisions is not necessary if the provisions are already complete & listed in the company SAM.gov registration, representations and certifications section.
11.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.
12.E-mail attachments shall be in PDF format and compatible with Microsoft Office software. NO zipped files permitted.
13.All inquiries, quotations, & amendments shall be submitted to: Charmaine Williams-Jame@bie.edu (electronic only)
14.Must follow quote submittal instructions with subject email or email will be overlooked or missed.

**15.Quote Format–:**
Quoters should submit **two (2) volumes**, a technical and SF1449 & Amendments, each clearly marked. At a minimum they should include the following information:

**a.Technical (VENDOR NAME)**; Technical, and Key Personnel
**b.SF1449 (VENDOR NAME)**; SF1449 (includes price) and/or Amendments, DIAR 1452.280-4 attachment, and IA-IEE Representation Form.

**16.Technical Volume:**
Written narrative addressing the technical factors of Capabilities and Key Personnel not to exceed 10 pages. The quoter should address the following in their response for each factor:

(a)Capabilities: The offeror shall provide experience of work that is similar in size and scope to this requirement. Information should also be included to demonstrate a thorough understanding of the requirement by the contractor. The vendor will also be evaluated based upon their understanding of this scope.

(b)Key Personnel: The Offeror shall provide viable and available key personnel that will be working under the award/scope of work to include their experience, education and certifications, if applicable.

**17.Price Volume**

a) A completed pricing schedule as identified in section B of this RFQ, with per unit pricing and a total quoted price for this opportunity. Contractor shall state in their proposal that the quote shall remain effective for 120 calendar days after close of solicitation.
b) Acknowledgement of solicitation and/or amendment(s).

**18.Technical Questions**
Technical questions pertaining to this opportunity are due by August 14, 2026, at 10:00 am MDT. All questions should be submitted in writing to the Contracting Officer (CO) at Charmaine Williams-James at charmaine.williams-james@bie.edu.

**19.Quote Due Date**
All quotes in response to this opportunity are due no later than on August 18, 2026, at 5:00 pm MDT. Quotes will only be accepted via electronic mail and must be emailed to the Contracting Officer at charmaine.williams-james@bie.edu by the closing date.

Submit quote with Subject Email: 140A2326Q0234 (VENDOR NAME)

(End of Provision)

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

(a)Offers will be evaluated in accordance with RFO FAR 12.203 and will include comparative evaluations. The Government will award a labor hour price purchase order (PO) resulting from this solicitation to the responsible quote whose quote conforming to the solicitation will be the most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

**i.Capabilities**. The contractor will be evaluated based upon

- the capabilities of the contractor as they relate to this requirement, as well as
- their experience level to projects similar in size and scope to this requirement,
- their understanding of this project,

**ii.Key personnel**. The Offeror will be evaluated based upon their Key personnel's qualifications per the scope of work. At a minimum, contractors shall

- provide key personnel's resume demonstrating their experience as a Speech Therapist,
- provide Master's degree in Speech Language Pathologist from an accredited institution,
- provide current State of New Mexico License/Certifications in Speech /Language Pathologist
- A signed letter of commitment from the viable and available key personnel - must be attached to the quote. Letter must include individuals who are committed to moving forward upon approval by the BIE.

A deviation from the above key personnel requirement shall be considered as a non-conforming and shall be considered non-responsive.

iii.**Price**: Price will be evaluated for price reasonableness. A completed pricing schedule Section B, provide an **expanded pricing** and state quote shall remain effective for 120 calendar days after close of solicitation.

(b) Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s)..

(c) 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

(End of Provision)

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

The Government contemplates award of a Labor Hours 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)