SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140A2326Q0238

6. SOLICITATION ISSUE DATE
08/05/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Leah Azure

b. TELEPHONE NUMBER *(No collect calls)*
(505) 803-4256

8. OFFER DUE DATE/ LOCAL TIME
08/13/2026 1000 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: 100.00 % 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): 337127
SIZE STANDARD: 500

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
See Schedule

16. ADMINISTERED BY CODE A23
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104 US *(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)*
Leah Azure

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued. Solicitation number 140A2326Q0238 is issued as a request for quotation (RFQ) for Library Furniture. This acquisition is set-aside for Indian small business Economic Enterprise concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

NAICS Code: 337127 - Furniture
Size: 500 – in number of employees
Product Code: 7110 - Furniture

1. CONTRACT TYPE Firm Fixed Price

A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

2. DELIVERY TERMS FOB Destination, on or before 09/30/2026.

3. LOCATION OF SERVICE / DELIVERY

DOI - Bureau of Indian Education
Turtle Mountain Elementary School
1209 Gilbert Godon Street
BELCOURT, ND 58316

4. PAYMENT TERMS (Accelerated Payment) Net 15
Payment within 15 days in arrears upon delivery of goods/services, after inspection & acceptance, and receipt of a proper invoice.

5. PRICE

The price is an all-inclusive firm fixed price. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local **Taxes**, Delivery, Shipping & Handling, Goods, and all other fees necessary to complete the work. The Contractor's failure to include all costs – such as applicable taxes – shall not be grounds for a post award price adjustment.

Description	Unite Price	Total Price
Mobile Shelving (4 openings) curved - 4 each	$	$
Mobile Shelving (6 openings) straight - 18 each	$	$
Soft Seat Chair with USB & electrical outlets - 4 each	$	$
Soft Seat Sofa with USB & electrical outlets - 4 each	$	$
Soft Seat Chair S Curve - 8 each	$	$
Whiteboard Coffee Table Cylinder - 2 each	$	$
Shipping & Handling		$
Taxes		$

Grand Total Price: $

6. INVOICE INSTRUCTIONS

Invoices 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 Contractor assistance with technical support can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract FAR 52.212-4(g), Invoice.

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. Improper invoices may result in an invoice rejection. The Contractor shall promptly correct invoices upon notice.

7. POINTS OF CONTACT

Government	Contractor

8. 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

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

Incorporated by Reference -

Clause	Title	Date
1452.280-2	Notice of Indian Economic Enterprise set-aside.	Feb 2021
1452.280-3	Indian Economic Enterprise subcontracting limitations.	Feb 2021

2. **FEDERAL ACQUISITION REGULATION / 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/these address(es): https://www.acquisition.gov/far-overhaul (End of clause)

Incorporated by Reference –

Clause	Title	Date
52.203-17	Contractor Employee Whistleblower Rights.	(Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	(Jan 2017)
52.204-13	System for Award Management Maintenance.	(Oct 2018)
52.204-19	Incorporation by Reference of Representations and Certifications.	(Dec 2014)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	(Nov 2015). (DEVIATION May 2026)
52.212-4	Terms and Conditions—Commercial Products and Commercial Services.	(Nov 2023) (DEVIATION Mar 2026)
52.219-33	Nonmanufacturer Rule.	(Sep 2021) (DEVIATION Jan 2026)
52.222-3	Convict Labor.	(Jun 2003) (DEVIATION May 2026)
52.222-19	Child Labor—Cooperation with Authorities and Remedies.	(Jan 2025) (DEVIATION May 2026)
52.222-36	Equal Opportunity for Workers with Disabilities.	(Jun 2020) (DEVIATION May 2026)
52.222-50	Combating Trafficking in Persons.	(Oct 2025) (DEVIATION May 2026)
52.223-23	Sustainable Products and Services.	(May 2024)(DEVIATION May 2026)
52.225-1	Buy American-Supplies.	(Oct 2022)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	(May 2024)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management.	(Oct 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	(Mar 2023)
52.233-3	Protest After Award.	(Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim.	(Oct 2004)
52.240-91	Security Prohibitions and Exclusions.	(DEVIATION Mar 2026)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems.	(DEVIATION Mar 2026)
52.244-6	Subcontracts for Commercial Products and Commercial Services	(Jan 2025) (DEVIATION May 2026)
52.247-34	F.o.b. Destination.	(Jan 1991)

Incorporate by Full Text –

Clause	Title	Date

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION MAY 2026)
(a) Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States. (End of clause)

Attachment	Pages
IA Indian Economic Enterprise Representation	01-page

This is for the purchase of school library furniture, only.
Assembly is not applicable.

Key Features

- The shelving, sofa, and chairs are constructed from materials designed for ease of maintenance, cleaning, disinfection, and resistance to stains.
- The sofa and its corresponding chair offer cushioned armless backrest seating, and feature a modular design, allowing individual components to be rearranged and seamlessly integrated with one another, regardless of their specific configuration.
- Designed for longevity and equipped to withstand regular daily usage.
- Furniture design and finishes which allow for a cohesive look.
- A minimum weight capacity of 300 lbs., suitable for both student and adult use.
- School Library use for students grades K – 12th, and adults.
- Warranty of at least 1-year.

The Shapes Series by School Outfitters has been reviewed during the market research process. While potential contractors are not obligated to quote identical products, or brands, the Shapes Series is deemed acceptable. Alternative brands will also be considered based on key features above.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul (End of provision)

Incorporated by Reference –

Clause	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. (Nov 2024) (Deviation Mar 2026)	
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation. (Nov 2015) (Deviation May 2026)	
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016) (Deviation May 2026)	
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services. (Sep 2023) (Deviation Mar 2026)	
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products. (Feb 2021)	
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (DEVIATION Mar 2026)	

Incorporated in Full Text –

Clause	Title	Date
52.212-1	**Instructions to Offerors—Commercial Products and Commercial Services. (Sep 2023) (Deviation Mar 2026)**	

Addendum-
Prospective Contractors shall assume that the government "has no prior knowledge" of their capabilities and experience and will base its evaluation on the information presented in each quote. Simply stating that the company will perform in accordance with the statement of work and/or providing a copy of the solicitation in response to the solicitation is considered unacceptable. The quote may be determined nonresponsive and removed from further consideration. The contractor shall follow the solicitation instructions in this section, 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services, including the addendum below, and clearly address the evaluation criteria, 52.212-2, on its own document. Failure to comply with all instructions and address the evaluation factors in the quote may result in the quote being found nonresponsive and/or technically unacceptable and removal from consideration.
Price. The contractor shall submit an all-inclusive firm fixed price quote in response to this solicitation. All-inclusive is defined as all costs/expenses which include but are not limited to Federal/State/Local Taxes, Delivery, Shipping & Handling, Goods, and all other fees necessary to complete the work. The quote may be determined unacceptable and removed from further consideration of the quote contains incomplete pricing or verbiage which indicates that price is subject to change after award. The Contractor shall complete and submit Section B – Price, with the quote.
Set-aside Compliance. The contractor shall complete and submit with the quote the DIAR IEE representation, 1452.280-4 Indian Economic Enterprise Representation (FEB 2021), included in this solicitation. Incomplete information, alternate forms or substitutes shall not be accepted. Prospective contractors who do not qualify under the solicitation set aside will be removed from further consideration.
Specification. The Quote shall include product specifications for the product being quoted, only.
Contractors shall not submit random marketing materials or catalogs with the quote.
Quote shall include new products only.
The Contractor shall review Section D for key features.
Delivery Lead Time. Quote shall list the delivery lead time.
Quote shall not contain items which are out of stock or on back order.

- The contractor shall include a current point of contact information which includes first name, last name, e-mail, telephone number, and physical mailing address.
- The contractor shall acknowledge all amendments.
- The contractor shall be properly registered in SAM.gov to include small business status, and reference the

UEI and Cage Code in the quote.

- The Government shall not be liable for any fees/costs incurred by quotation preparation. Preparing and submitting a quote in response to this solicitation is strictly voluntary.
- E-mail attachments shall be in PDF format and compatible with Microsoft Office software. NO zipped files permitted.
- All inquiries, questions, quotations, & amendments shall be submitted to: leah**r**.azure@bie.edu

52.212-2 Evaluation—Commercial Products and Commercial Services. (Nov 2021) (Deviation Mar 2026)
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation will provide the best value to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

Price – Price will be assessed for fair and reasonableness.
Product Specifications – All specifications will be assessed based on the criteria outlined in Section D.
Delivery Lead Time – Delivery lead time will be assessed for capability of full delivery on or before 09/30/2026.

52.225-2 Buy American Certificate. (Oct 2022)
(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.
(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(b) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____

(b)[*List as necessary*]
(c) Domestic end products containing a critical component:
Line Item No. ___
[*List as necessary*]
(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.
(End of provision)

52.233-2 Service of Protest Department of the Interior (JUL 1996) (Deviation)
(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must 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 Contracting Officer 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.

Bureau of Indian Education
Attn: Leah Azure
1011 Indian School Rd NW
Albuquerque, NM 87104
Email: leahr.azure@bie.edu

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

Clause	Title	Date
Incorporated by Reference –		
1452.280-1	Notice of Indian small business economic enterprise set-aside.	Feb 2021
1452.280-4	Indian Economic Enterprise representation.	Feb 2021

Incorporated by Full Text –

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 it is 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)

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:	140A2326Q0238
Project Title:	School Library Furniture
Date of Form Submission:	

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

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

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

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

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

OFFEROR REPRESENTATION

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

Name of Federally Recognized Tribal Entity:

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

Legal Business Name:

Certifying Signature:

Unique Entity ID (UEI):

Printed Name: