

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 140A0426Q0016 6. SOLICITATION ISSUE DATE 08/19/2026 7. FOR SOLICITATION INFORMATION CALL: a. NAME Brian Roberts b. TELEPHONE NUMBER (No collect calls) 360-614-5851 8. OFFER DUE DATE/ LOCAL TIME 09/02/2026 1200 PD		PAGE 1 OF 21 9. ISSUED BY BIA NWRO 00012 911 NE 11TH AVENUE Contracting Office Portland OR 97232 CODE A12 10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00% FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED INDUSTRY CLASSIFICATION ☐ SERVICE-DISABLED ☐ DISADVANTAGED STANDARD (NAICS): ☐ VETERAN-OWNED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 561720 ☐ SMALL BUSINESS (SDVOSB) ☐ 8(A) \$22 SIZE STANDARD: 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) ☐ FOR PROPOSAL (RFP) 15. DELIVER TO CODE A04 See Schedule 16. ADMINISTERED BY CODE A04 See Schedule 17a. CONTRACTOR/ OFFEROR CODE A04 FACILITY CODE 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	
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: DOI, BIA RMRO Contracting Office 2021 4TH AVENUE NORTH DOI Building Billings MT 59101-1461 Continued... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ☒ 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 ☐	26. TOTAL AWARD AMOUNT (For Government Use Only) 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) Brian Roberts
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This procurement is 100% set aside for Indian Small Business Economic Enterprise (ISBEE) in accordance with DIAR 1452.280-1. Fill-in DIAR 1452.280-4 Indian Economic Enterprise Representation to confirm ISBEE or IEE status. Fill in Attachment 3 IA - IEE Representation Form and provide it with your quote. Period of Performance: 10/01/2026 to 09/30/2027				
00001	Janitorial Services for Crow Agency Buildings #2, #76, #183 and Two Mobile Office Trailers				
10001	Janitorial Services for Crow Agency Buildings #2, #76, #183 and Two Mobile Office Trailers Option Year 1 (Option Line Item) Anticipated Exercise Date 09/01/2027 Period of Performance: 10/01/2027 to 09/30/2028				
20001	Janitorial Services for Crow Agency Buildings #2, #76, #183 and Two Mobile Office Trailers Option Year 2 (Option Line Item) Anticipated Exercise Date 09/01/2028 Continued...				

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS

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30001	Period of Performance: 10/01/2028 to 09/30/2029 Janitorial Services for Crow Agency Buildings #2, #76, #183 and Two Mobile Office Trailers Option Year 3 (Option Line Item) Anticipated Exercise Date 09/01/2029				
40001	Period of Performance: 10/01/2029 to 09/30/2030 Janitorial Services for Crow Agency Buildings #2, #76, #183 and Two Mobile Office Trailers Option Year 4 (Option Line Item) Anticipated Exercise Date 09/01/2030 Period of Performance: 10/01/2030 to 09/30/2031				

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SECTION 1 INTRODUCTION

1.1 GENERAL

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

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

1.2 AWARD TYPE

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

1.3 SET ASIDE

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

1.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

The NAICS code for this requirement is 561720 Janitorial Services with a Small Business size standard of \$22M.

1.5 ANTICIPATED PERIOD OF PERFORMANCE OR DELIVERY DATE

Base Year: 10/1/2026 to 9/30/2027
Option Year 1: 10/1/2027 to 9/30/2028
Option Year 2: 10/1/2028 to 9/30/2029
Option Year 3: 10/1/2029 to 9/30/2030
Option Year 4: 10/1/2030 to 9/30/2031

1.6 PERFORMANCE LOCATION OR DELIVERY ADDRESS

226 S. Weaver Drive, Crow Agency, MT. 59022

1.7 POINT OF CONTACT

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

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SECTION 2 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

See Attachment 1, Statement of Work (SOW) and SF 1449

2.2 LINE ITEMS

See SF 1449

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SECTION 3 GENERAL TERMS AND CONDITIONS

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

3.1 FAR AND DIAR CLAUSES

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

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

Clause	Title	Date
52.000-1	Definitions (RFO Consolidated)	Jun 2020
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)) (RFO DEVIATION)	Mar 2026
52.204-13	System for Award Management – Maintenance (RFO DEVIATION)	Mar 2026
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (RFO DEVIATION)	May 2026
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (RFO DEVIATION)	Mar 2026
52.219-6	Notice of Total Small Business Set-Aside (RFO DEVIATION)	Jan 2026
52.219-28	Postaward Small Business Program Rerepresentation (Jan 2025) (RFO DEVIATION)	Jan 2026
52.222-3	Convict Labor (RFO DEVIATION)	May 2026

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52.222-19	Child Labor—Cooperation with Authorities and Remedies (RFO DEVIATION)	May 2026
52.222-36	Equal Opportunity for Workers with Disabilities (RFO DEVIATION)	May 2026
52.222-41	Service Contract Labor Standards (RFO DEVIATION)	May 2026
52.222-42	Statement of Equivalent Rates for Federal Hires (RFO DEVIATION)	May 2026
52.222-50	Combating Trafficking in Persons (RFO DEVIATION)	May 2026
52.222-54	Employment Eligibility Verification Executive Order 12989 (RFO DEVIATION)	May 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (RFO DEVIATION)	May 2026
52.222-62	Paid Sick Leave Under Executive Order 13706 (RFO DEVIATION)	May 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	RFO Deviation Apr 2026
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
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
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.240-91	Security Prohibitions and Exclusions (RFO DEVIATION)	Mar 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	RFO Deviation May 2026
1452.280-2	Notice of Indian Economic Enterprise set-aside	Feb 2021
1452.280-3	Indian Economic Enterprise subcontracting limitations	Feb 2021

FAR 52.217-8 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 **30 Days**.

(End of clause)

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FAR 52.217-9 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 **30 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 exceed **5 Years, 6 Months**.

(End of clause)

FAR 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

(End of clause)

DIAR 1452.201-70 Authorities and Delegations (Sep 2011)

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

(b) The Contracting Officer will designate a POC at time of award. The POC will be responsible for technical monitoring of the contractor's performance and deliveries. The POC will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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3.2 CUSTOM CLAUSE #1

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

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

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

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

Invoice Contents:

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

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

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

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

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

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

(End of custom clause)

Notice Regarding Late Delivery/Delayed Performance

The contractor will immediately notify the Contracting Officer in writing in the event the contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

(End of custom clause)

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3.3 INDIAN AFFAIRS CUSTOM CLAUSE(S):

Notification of Contract Expiration (October 2023)

The Contractor shall notify the IA COR/Technical POC and IA Contract Specialist and/or Contracting Officer in writing no later than 90 calendar days prior to the Period of Performance (POP) end date for all service contracts. This includes the final POP when there are no remaining options.

This notification shall be transmitted via email and include the following information:

- Contract number
- Contract title/description
- Current POP (Base, Option Year 1, etc.)
- Current POP end date
- List of remaining options available, if any, with pricing
- Contractor POC and phone number/email address
- Brief contractor assessment of their performance during the current POP, with documentation of any performance issues and resulting resolution

Failure to provide this notification may result in adverse reporting within the Contractor Performance Assessment Reporting System (CPARS). In addition, the Government may decline to exercise any remaining options available.

(End of Clause)

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3.4 FAR AND DIAR PROVISIONS

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

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

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

Provision	Title	Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-7	System for Award Management – Registration (RFO DEVIATION)	Mar 2026
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services (RFO DEVIATION)	Mar 2026
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (RFO DEVIATION)	Mar 2026

1452.280-1	Notice of Indian Small Business Economic Enterprise Set-Aside	Feb 2021
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FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (RFO DEVIATION) (May 2026)

(a) Definitions. As used in this clause—

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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(c) Representation. The Offeror represents that-

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

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

(End of provision)

FAR 52.209-5 -- Certification Regarding Responsibility Matters (RFO DEVIATION) (May 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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(b) The Offeror represents that—

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

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

(End of provision)

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (RFO DEVIATION) (Mar 2026)

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

Quotes will be evaluated based on the Lowest Priced – Technically Acceptable (LPTA) methodology. The Government intends to award a firm-fixed price contract solely on the basis of price, as a result of this solicitation. In determining technical acceptability, the vendor must demonstrate the capability to meet every element of the Statement of Work (SOW) and/or Specifications, as assessed by the Crow Agency. If a vendor fails to satisfy all SOW/Specification requirements, their quote will be deemed Technically Unacceptable and will not be considered for award. The award decision will be made after a thorough review of the proposed prices for the requested requirements, ensuring that the total price is reasonable and aligns with the requirements detailed in the SOW/Specifications.

- (b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).
- (c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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52.237-1 Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A site visit has been scheduled to be held on 26 August 2026 at 1:00 pm - 3:00 pm Mountain Time at the following location:

226 Weaver Drive, Crow Agency, MT. 59022

In order to accurately assess the size and scope of this project offerors are strongly encouraged to attend a site visit to be considered for award. The Government reserves the right to not award to an Offeror who fails to document a sound approach based on an understanding of the size and scope. Offerors who cannot attend the organized site visit may request an alternate day/time for them to look at the location before quotes are due. Please coordinate with the POC's below:

Point of Contact Dana Wilson, DanaD.Wilson@bia.gov
Please also CC Brian Roberts, Brian.Roberts@bia.gov

(End of Provision)

DIAR 1452.233-2 Service of Protest Department of the Interior (Jul 1996) (RFO DEVIATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Competition Advocate (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Brian Schoellkopf, Competition Advocate
Brian.Schoellkopf@bia.gov

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

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

(End of provision)

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DIAR 1452.280-4 Indian Economic Enterprise Representation (FEB 2021)

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

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

(End of provision)

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SECTION 4 INSTRUCTIONS TO QUOTERS

4.1 QUOTATION DUE DATE AND TIME

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

The addressed designated for receipt of quotes is:

Brian Roberts, Contracting Officer, brian.roberts@bia.gov

The subject line of the email must be as follows and include the RFQ number:

“Company Name Quote in Response to **Solicitation Number**”

If within 24 hours after quote submission a quoter does not receive confirmation that their quote was received, it is the quoter’s responsibility to confirm that their quote is received by the designated recipient listed above. Confirmation should come directly from the designated recipient.

4.2 QUOTATION CONTENTS

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

The submission must include the following information:

Company Information:

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

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

Price Quote Submission

All pricing must be provided in a Firm Fixed-Price (FFP) format that addresses the requirements outlined in the solicitation. Each offeror is required to submit their proposal electronically via email. The proposal submission must consist of two distinct volumes:

1. Volume I – Technical Proposal
2. Volume II – Price Proposal

The quoted price must cover all aspects of the Statement of Work (SOW) and should be divided into two separate parts corresponding to the volumes above.

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Volume I – Technical Proposal

The Government requires the following information to be included in the Technical Proposal:

- A detailed technical approach for providing all necessary personnel, equipment, tools, materials, and supervision to achieve the delivery date specified in the solicitation.
- An approach that addresses every element of the Statement of Work (SOW).

4.3 CONTRACTOR INQUIRIES

Any questions related to this requirement must be submitted to the email listed in Section 4.1 above no later than **9:00 AM Pacific Time, 27 August 2026**.

SECTION 5 ATTACHMENTS

1. SOW
2. Wage Determination
3. IEE Representation Form

END