

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040674094		PAGE OF 1 23	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 140A1324Q0003		6. SOLICITATION ISSUE DATE 08/07/2024
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jodi Zachary			b. TELEPHONE NUMBER (No collect calls) 916-978-6005		8. OFFER DUE DATE/LOCAL TIME 08/19/2024 1200 PD
9. ISSUED BY BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2820 Contracting Office Sacramento CA 95825				CODE A13	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561790 SIZE STANDARD: \$9		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO BIA PRO SCA 1451 Research Park Drive Suite 100 RIVERSIDE CA 92507-2471		CODE 0009061760		16. ADMINISTERED BY BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2820 Contracting Office Sacramento CA 95825		CODE A13	
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This Request for Quotation (RFQ) is a 100% set-aside for Indian Small Business Economic Enterprises (ISBEEs) * * * * * * * * (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input type="checkbox"/> 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						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 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.				<input type="checkbox"/> 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)		31c. DATE SIGNED	
				Jodi Zachary			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Delivery: 09/30/2024 Period of Performance: 09/30/2024 to 09/30/2024 Warehouse Clean Up & Disposal * Lump Sum Fixed Price Total Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 08/30/2024 to 09/27/2024				
00020	Weed Abatement & Mowing- Yard Maintenance * Lump Sum Fixed Price Total Product/Service Code: S208 Product/Service Description: HOUSEKEEPING- LANDSCAPING/GROUNDSKEEPING Period of Performance: 08/30/2024 to 09/27/2024				

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

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CONTINUATION

SF1449 Blocks Continued

Block 10

The Department of the Interior (DOI), Bureau of Indian Affairs (BIA), Division of Acquisitions, Pacific Region, Southern California Agency is issuing this Request for Quotation (RFQ) is a **100% set-aside for Indian Small Business Economic Enterprises (ISBEES)** for general labor and yard cleanup services at Sherman Indian High School, 3471 Jackson Street, Riverside, California 92503, in accordance with the tasks identified within this solicitation.

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. Solicitation No. 140A1324Q0003 herein cited is issued as a Request for Quote (RFQ) and will be procured under FAR Part 12, Acquisition of Commercial Items. Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2024-05.

A single Firm-Fixed Priced Purchase Order will be awarded as a result of this solicitation.

NAICS 561790, Other Services to Buildings & Dwellings
 SB Size Standard \$9 Million

All work shall be coordinated and performed by 9/30/2024

Assigned BIA POC: *To Be Added Upon Award*
 Phone: *To Be Added Upon Award*
 Email: *To Be Added Upon Award*

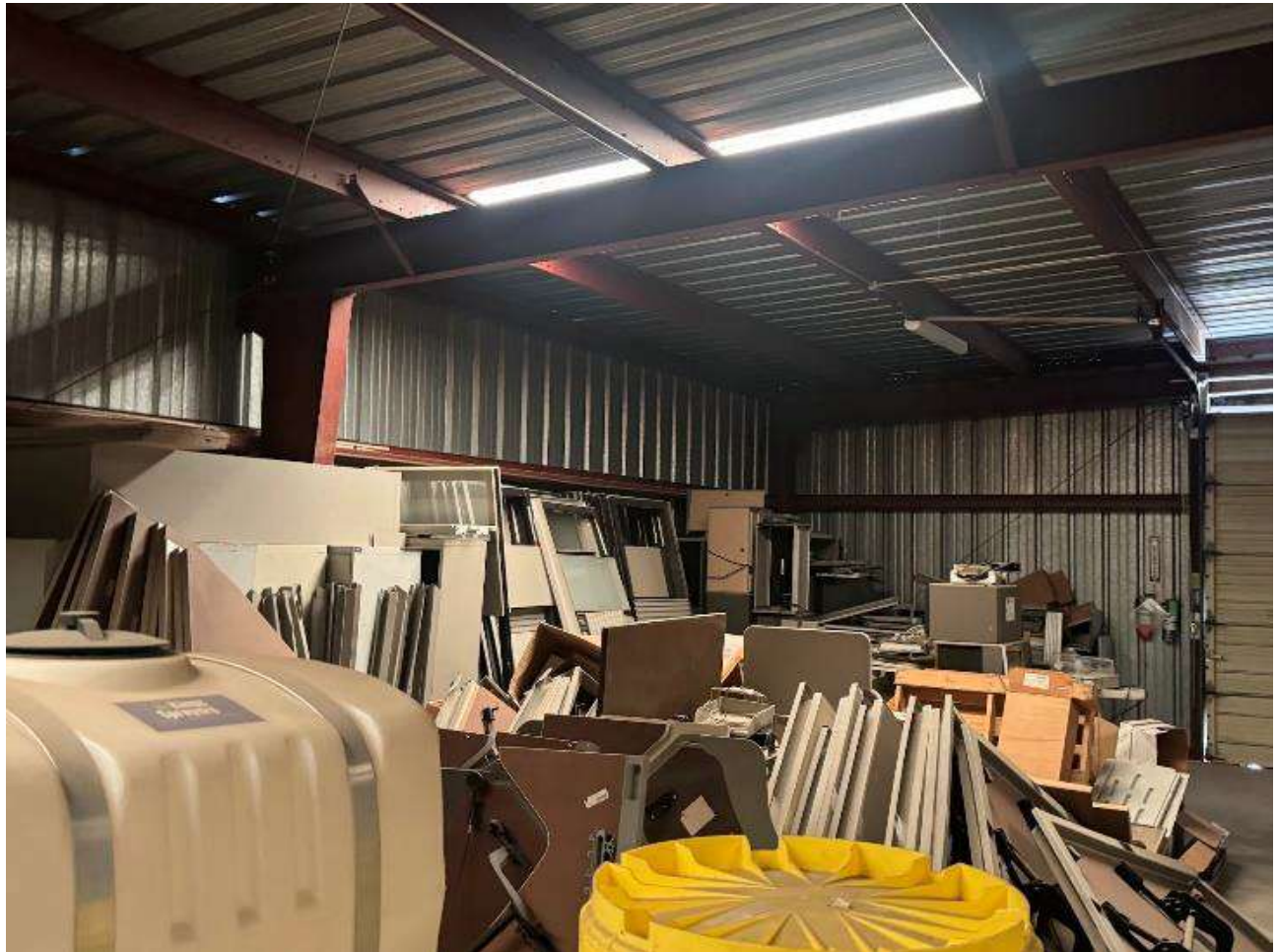
AWARD WILL BE MADE ON AN ALL OR NONE BASIS

PERFORMANCE WORK STATEMENT

GENERAL WAREHOUSE LABOR

Contractor shall provide work, labor, equipment, materials, tools, rentals, taxes, permits, and overhead necessary to dispose of all old office furniture, office equipment, trash and debris stored inside warehouse 5 at the Sherman Indian School yard, off property. This RFQ shall include blowing and pressure washing the warehouse of dirt and dust after all debris and furniture has been removed.

Building #5 - 2,640 Sq. Ft.



YARD LABOR:

Contractor shall provide all work, labor and materials to provide weed abatement and mowing services for approximately 5.35 acres of field including outer and inner fences from the entrance of the property to the yard itself. This would also consist of weed abatement services starting from the front entrance along the fence line to the yard; inside the yard; all outer and inner fences, and along and around the warehouse, post, and fence line. Contractor shall remove and dispose, off property, of any trash or debris found on the property.



GENERAL: All work shall comply with industry standards. All materials, applications practices and operations shall be conducted in a manner meeting all Federal, State and local regulations/standards. Contractor shall be responsible for locating all utilities and communications prior to commencing work. **Contractor shall be licensed in the State of CA for the work required.**

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NON-PERSONAL SERVICES: No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and work direction, shall be given by the applicable employee supervisor. The Contractor shall not perform any inherently Government Actions under this contract. No Contractor employees shall hold him or herself out to be a Government employee, agent, or representative.

SITE VISIT: If the Contractor would like to visit the site prior to the due date of this RFQ, please contact Elva Flores at elva.flores@bia.gov for coordination. All requests must be received within (72) hours of the closing date. Requests received within (72) hours of the closing date may not be considered.

SCHEDULE OF FEES: The Contractor shall furnish all labor, equipment, materials, tools, rentals, taxes, permits, travel and overhead necessary to complete this project.

SCHEDULE: All work shall be scheduled to be mutually agreed upon between the BIA POC and the Contractor. Contractor shall be allowed to work in the area with coordination and prior approval by the BIA POC between Monday - Friday, 8a.m. - 5:00p.m. In addition, the BIA will not be available for contract administration during federal holidays. A list of federal holidays is available on the U.S. Government Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=2020>

INSPECTION: The government reserves the right to inspect all areas at any time of the government's choosing to ensure contractor compliance with the contract requirements.

GOVERNMENT FURNISHED EQUIPMENT: There will be no government furnished equipment included under this contract.

CONTRACTING OFFICER: The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute.

GOVERNMENT TECHNICAL POINT OF CONTACT: The CO shall designate a BIA Point of Contact at the time of contract award. The BIA POC shall be responsible for ensuring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the CO prior to completion of the contract. The CO shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion. Whenever, in the opinion of the Contractor, the BIA POC requests effort outside the scope of the contract, the contractor shall so advise the BIA POC. If the BIA POC persists and there still exists a disagreement as to proper contractual coverage, the CO shall be notified immediately, preferable in writing if time permits. Proceeding with work without proper contractual coverage may result in non-payment or necessitate submittal of a contract claim.

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METHOD OF PAYMENT: Payments shall be processed by Electronic Funds Transfer (EFT), upon receipt of proper invoice(s) submitted through www.ipp.gov. Improperly prepared invoices shall be returned to the Contract resulting in delays of payment. The original invoice with payrolls shall be uploaded in IPP.

The following shall constitute a property prepared invoice:

- Name and address of contractor, purchase order number;
- Invoice date and number;
- Line item(s) of the fee schedule, description, quantity, unit price, and extended total per line item; and
- Total amount for the billing period reflected in the invoice.

The government will made payment in accordance with the Prompt Payment Act (31 U.S.C.3903).

TAXES: The contract price includes all applicable Federal, State and local taxes and duties.

CONTRACTOR PERSONNEL REQUIREMENTS:

While providing services under this contract, the Contractor is responsible for conducting work in a manner that poses no health and safety risk to the Contractor, the Contractor's employees, government employees, tribal employees or the general public.

ATTACHMENTS: The U.S. Department of Labor, Wage Determination No. 2015-5629 (Rev 24) dated 07/22/2024 under the Service Contract Act is applicable to this solicitation and resulting award.

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CONTRACT CLAUSES

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:

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/diar>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-23	Prohibition on Contracting for Hardware Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023
52.204-25	Prohibition on Contracting for Certain telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.212-4	Contract Terms and Conditions – Commercial Items	Nov 2023
52.232-23	Assignment of Claims	May 2014
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	Mar 2023
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 Approval of Contract (Dec 1989)

A contract is subject to the written approval of *BIA Contracting Officer* and shall not be binding until so approved.

(End of clause)

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52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X** (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).
- ___ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (6) [Reserved].
- ___ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- ___ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).
- ___ (11)

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- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).
- ___ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- X** (12) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- ___ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (14) [Reserved].
- ___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- ___ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (17) [Reserved]
- ___ (18)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ___ (19)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (20) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Sep 2023) of [52.219-9](#).
- ___ (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ([15 U.S.C. 657f](#)).
- ___ (26)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Feb 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

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- (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
- (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (34)
 - (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
 - __ (ii) Alternate I (Feb 1999) of [52.222-26](#).
 - __ (35)
 - (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - __ (ii) Alternate I (Jul 2014) of [52.222-35](#).
 - __ (36)
 - (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
 - __ (ii) Alternate I (Jul 2014) of [52.222-36](#).
 - __ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - __ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (39)
 - (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - __ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - __ (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
 - __ (41)
 - (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
 - __ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
 - __ (44) [52.223-20](#), Aerosols (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
 - __ (45) [52.223-21](#), Foams (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
 - __ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).
 - __ (47)
 - (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - __ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48)
 - (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
 - __ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- (49)
 - (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 - __ (ii) Alternate I [Reserved].
 - __ (iii) Alternate II (Dec 2022) of [52.225-3](#).

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- __ (iv) Alternate III (Feb 2024) of [52.225-3](#).
- __ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- __ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- __ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ([E.O. 13513](#)).
- __ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- __ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- __ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- __ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- __ (61) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- __ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (63) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- __ (64)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- __ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- __ (iii) Alternate II (Nov 2021) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]
- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

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X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

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

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (Dec 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in

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FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O. 13627](#)).

(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding *To Be Added Upon Award* dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is *To Be Added Upon Award* dollars.

(End of clause)

DEPARTMENT OF THE INTERIOR ACQUISITION REGULUATION (DIAR) CLAUSES

The complete text of the DIAR can be accessed at <https://www.acquisition.gov/diar>

DIAR CLAUSES INCORPORATED BY REFERENCE		
Clause	Title	Date
1452.226-70	Indian Preference	Apr 1984
1452.226-71	Indian Preference Program	Apr 1984
1452.280-1	Notice of Indian small business economic enterprise set-aside	Jul 2013
1452.280-3	Subcontracting limitations	Jul 2013

BIA CLAUSES

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

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:

1. Attach Hardcopy Invoice with any appropriate backup.

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. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org 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.

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Reporting Matters Involving 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

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 clause)

SOLICITATION 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:

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/diar>

(End of Provision)

FAR PROVISIONS 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	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-22	Alternative Line Item Proposal	Jan 2017
52.212-1	Instructions to Offerors-Commercial Items	Sep 2023
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	Jun 2020

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PROVISIONS INCORPORATED BY FULL TEXT

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

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(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it [redacted] does, [redacted] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [redacted] does, [redacted] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services

(End of provision)

52.209-2 -- Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)

(a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(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 [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) *Representation.* The Offeror represents that-

(1) It [redacted] is, [redacted] is not an inverted domestic corporation; and

(2) It [redacted] is, [redacted] is not a subsidiary of an inverted domestic corporation.

(End of provision)

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DIAR PROVISIONS INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
1452.215-71	Use and Disclosure of Proposal Information-Department of the Interior	Apr 1984

DIARS PROVISIONS INCORPORATED BY FULL TEXT

1452.233-2 -- Service of Protest Department of the Interior (Sep 2006) (Deviation)

As prescribed in 1433.106, the provision at FAR 52.233-2, Service of Protest, shall be modified before insertion into solicitations and contracts by changing the title of the provision to read: "Service of Protest Department of the Interior (JUL 1996) (Deviation)"; and adding the following sentence to the end of the provision:

“(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.”

1452.280-4 -- Indian economic enterprise representation. (Jul 2013)

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

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

[End of provision]

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Quotation Preparation Instructions

Quote Preparation Costs

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of this solicitation in anticipation of receiving direct reimbursement from the Government. It is understood that the submitted quote will become part of the official file without obligation to the Government.

The Government will not reimburse the offeror for any costs incurred for the preparation and submission of a quote in response to this solicitation.

Errors and Omissions

The offeror may determine or believe that the solicitation requirements or instructions contain errors, omissions, or are otherwise unsound. In such cases, the offeror shall immediately notify the CO in writing of such errors, omissions, or other issues. The offeror shall provide details and supporting rationale.

Disposition of Unsuccessful Quotes

In accordance with FAR Subpart 4.8, "Government Contract Files", the Government will retain the original copy of all unsuccessful submissions and quotes. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful submissions and quotes.

Proprietary Data Caveat

Offeror submitting proprietary data shall mark specific pages containing proprietary data with the following caveat.

"USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS QUOTATION"

Assumptions, Conditions, or Exceptions

The offeror shall state assumptions, conditions, and exceptions (if any) that the offeror relied upon as a basis for their quote. For each exception, the offeror shall identify the requirement, term, or condition; cite the applicable solicitation paragraph and page number; state the reason for the exception; and provide any other information concerning the exception.

The offeror is advised that taking any exceptions to the requirements, or terms and conditions of the solicitation may have an adverse effect on the evaluation of the RFQ. The Government reserves the right to not accept any exceptions to this solicitation. If the Offeror does not state any assumptions, conditions, or exceptions, the Government assumes that the Offeror agrees to comply with the stated requirements, terms and conditions.

The quote shall be valid for a minimum of 30 calendar days after the due date for quotes.

The Government reserves the right to request additional information after receipt of Offeror's quote.

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To be considered for award, contractors must submit the following:

1. Complete Block 17 and 30A, B & C on page (1) of the SF-1449 and return.
2. Complete Unit Price and Total pricing for all Line Items on page (2) and return.
3. Complete pages 17-21 of the solicitation provisions and return. By maintaining an active entity registration in SAM, Contractor also confirms the accuracy of the representations and certifications in their company profile on www.sam.gov.
4. Complete Blocks 15A, B & C on page (1) of the SF-30 for any Amendments issued (*if applicable*).
5. Tentative work schedule; to be performed by 9/30/24.
6. Demonstrate capabilities of completing and an understanding of PWS.
7. Disposal Location fully identified.
8. Copy of CA Business License

Quotations received incomplete may be deemed non-responsive and not considered for award.

A site visit is highly recommended and can be arrange as indicated above on page (7) of the solicitation.

To be awarded this contract, the vendor must be actively registered in the SAM. SAM information may be found at <http://www.sam.gov>.

Please submit all questions in writing to jodi.zachary@bia.gov no later than COB 8/14/2024. All responses shall be posted by COB 8/16/24.

Mailed and faxed quotations **are not** acceptable. Quotes will only be accepted through email to jodi.zachary@bia.gov. **NO LATER THAN 8/19/24, 12:00PM Pacific**

EVALUATION – COMMERCIAL SERVICES

(a) The Government will award a firm fixed price purchase order (PO) resulting from this solicitation to the Lowest Priced Technically Acceptable quoter whose quote conforming to the solicitation will be the most advantageous to the Government. The following are the technical acceptability standards:

- Contractor shall demonstrate its capability in performing the services within the PWS.
- Contractor shall demonstrate its capability in meeting the delivery timeframe, by providing a tentative schedule.
- Contractor shall provide a copy of their California Business License.
- Contractor shall provide the location and address that will be used for disposal.

Price will be evaluated for price reasonableness.

(b) After technical acceptability has been determined, price will be the determining factor.

If quotes cannot be determined reasonably priced, no award shall be made. The failure to submit any of the information requested in this RFQ may lead to the rejection of your quote without further consideration.