

<b>Solicitation No.</b> 75H709-NC23Q-004	<b>Project Title</b> PROPANE DELIVERY	
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## SECTION B – CONTINUATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in 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.

75H709-NC23Q-004 is issued as a request for quotation (RFQ) in accordance with FAR part 13.5, Simplified Procedures for Certain Commercial Products and Commercial Services.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2022-05.

Set-Aside                      Indian Economic Enterprises (IEE)  
NAICS                         457210 Fuel Dealers

### ***DEFINITIONS***

#### ***INDIAN ECONOMIC ENTERPRISE (IEE):***

*Any business activity owned by one or more Indians, Federally Recognized Indian Tribes, or Alaska Native Corporations provided that:*

- The combined Indian, Federally Recognized Indian Tribe or Alaska Native Corporation ownership of the enterprise constitutes not less than 51%;*
- The Indian, Federal Recognized Indian Tribes, or Alaska Native Corporations must, together, receive at least 51% of the earnings from the contract; and*
- The management and daily business operations must be controlled by one or more individuals who are Indians*

### **1. CONTRACT TYPE**

The Billings Area Indian Health Services, anticipates awarding a single Firm Fixed Priced type Purchase Order for propane delivery at Northern Cheyenne Service Unit.

- 2. PRICE SCHEDULE:** Annual estimated quantity is 62,000 gallons of propane for combined clinic and government housing.

ITEM NO.	DESCRIPTION & SPECIFICATIONS	QUANTITY	UNIT OF ISSUE	BASE YEAR UNIT PRICE	OPTION YR 1 UNIT PRICE	OPTION YR 2 UNIT PRICE	OPTION YR 3 UNIT PRICE	OPTION YR 4 UNIT PRICE
1	Propane for Clinic	1	Gallon					
2	Propane for Government Quarters	1	Gallon					

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### 3. PERIOD OF PERFORMANCE

The initial Period of Performance of this contract is intended to start February 1, 2023 through January 31, 2024 with four (4) 12-month option Year.

If the Government exercises the options pursuant to Federal Acquisition Regulation (FAR) 52.217-9, Option to Extend the Term of the Contract (MAR 2000), the ordering period shall be extended in accordance with the following schedule:

<u>Year</u>	<u>Option Period</u>
Option Year 1	February 1, 2024 through January 31, 2025
Option Year 2	February 1, 2025 through January 31, 2026
Option Year 3	February 1, 2026 through January 31, 2027
Option Year 4	February 1, 2027 through January 31, 2028

### 4. POINTS OF CONTACT (POC)

<b>Purchasing Agent (PA)</b>
Tanya Schwab Phone: 406-247-7064 Email: <a href="mailto:Tanya.schwab@ihs.gov">Tanya.schwab@ihs.gov</a>
<b>Contracting Officer (CO)</b>
Kenneth Nicholson Phone: 406-247-7071 Email: <a href="mailto:Kenneth.nicholson@ihs.gov">Kenneth.nicholson@ihs.gov</a>
<b>Contracting Officer's Representative (COR)</b>
Nathan Moyer Phone: 406-477-4462 Email: <a href="mailto:Nathan.moyer@ihs.gov">Nathan.moyer@ihs.gov</a>
<b>Contractor's Point of Contact</b>
TBD Phone: Email:

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## SECTION C – CONTRACT CLAUSES

### 1. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

#### **52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [www.acquisition.gov](http://www.acquisition.gov).

(End of clause)

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
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
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.211-16	Variation in Quantity (10%)	Apr 1984
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Dec 2022
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.227-14	Rights in Data – General	May 2014
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments	Feb 2013
52.233-1	Disputes	May 2014
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.246-1	Inspection of Supplies – Fixed Price	Aug 1996
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form)	Apr 1984

#### **Clauses Incorporated by full text**

#### **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 1 day of contract expiring.

(End of Clause)

#### **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 60 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.

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

#### **52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Sept 2021)**

(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 items:

- (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 and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [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 items:

[Contracting Officer check as appropriate.]

  X   (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

       (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([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) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

       (5) [Reserved].

       (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).
- \_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (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](#).
- \_\_\_ (15) (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](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2021) ([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 2021) of [52.219-9](#).
- \_\_\_ (18) (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](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- \_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [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 (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- \_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_\_\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_\_\_ (32) (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](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_X\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([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).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

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- \_\_\_ (37) (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.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_X\_ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ( [41 U.S.C. chapter 83](#)).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)( [41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (JAN 2021) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ( [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. 2302Note](#)).
- \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ( [42 U.S.C. 5150](#)).
- \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021) .
- \_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).
- \_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).



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- (ii) Alternate I (APR 2003) of [52.247-64](#).
- (iii) Alternate II (FEB 2006) 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 items:
- [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](#)).
- (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 items. 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 (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [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)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

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business concerns) exceeds the applicable threshold specified in 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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

(xi) [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](#).

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

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([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).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

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

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

(xx) [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. 2302 Note](#)).

(xxi) [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.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ( [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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 2. **HHSAR CLAUSES**

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
315.215-70	Late Proposals and Revisions	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	DEC 2015
352.223-70	Safety and Health	DEC 2015
352.224-70	Privacy Act	DEC 2015
352.224-71	Confidential Information	DEC 2015
352.226-1	Indian Preference	DEC 2015
352.226-3	Native American Graves Protection and Repatriation Act	DEC 2015
352.232-71	Electronic Submission of Invoice Payment Requests	FEB 2022
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act – Reporting of Child Abuse	DEC 2015
352.237-72	Crime Control Act – Requirement for Background Checks	DEC 2015
352.237-73	Indian Child Protection and Family Violence Act	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.239-74	Electronic and Information Technology Accessibility	DEC 2015



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## HHSAR Clauses Incorporated by full text

### 352.226-5 NOTICE OF INDIAN ECONOMIC ENTERPRISE SET-ASIDE

(a) *Definitions as used in this clause:*

*Alaska Native Claims Settlement Act (ANCSA)* means Public Law 92-203 (December 18, 1971), 85 Stat. 688, codified at [43 U.S.C. 1601-1629h](#).

*Indian* means a person who is an enrolled member of an Indian Tribe or “Native” as defined in the Alaska Native Claims Settlement Act.

*Indian Economic Enterprise* means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

- (i) At the time an offer is made in response to a written solicitation;
- (ii) At the time of the contract award; and
- (iii) During the full term of the contract.

*Indian Tribe* means an Indian Tribe, band, nation, or other recognized group or community that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, including any Alaska Native village or regional or village corporation under the Alaska Native Claims Settlement Act (Pub. L. 92-203, 85 Stat. 688; [43 U.S.C. 1601](#)).

*Representation* means the positive statement by an enterprise of its eligibility for preferential consideration and participation for acquisitions conducted under the Buy Indian Act, [25 U.S.C. 47](#), in accordance with the procedures in Subpart 326.606.

(b) *General.* (1) Under the Buy Indian Act, offers are solicited only from Indian Economic Enterprises.  
(2) The CO will reject all offers received from ineligible enterprises.  
(3) Any award resulting from this solicitation will be made to an Indian Economic Enterprise, as defined in paragraph (a) of this clause.

(c) *Required submissions.* In response to this solicitation, an offeror must also provide the following:

- (1) A description of the required percentage of the work/costs to be provided by the offeror over the contract term as required by section 352.226-6, Subcontracting Limitations clause; and
- (2) Qualifications of the key personnel (if any) that will be assigned to the contract.

(d) *Required assurance.* The offeror must provide written assurance to the CO that the offeror is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian Act contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

(e) *Non-responsiveness.* Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.

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(f) Eligibility.

(1) Participation in the Mentor-Protégé Program established under section 831 of the National Defense Authorization Act for Fiscal Year 1991 ([25 U.S.C. 47 note](#)) does not render an Indian Economic Enterprise ineligible for contracts awarded under the Buy Indian Act.

(2) If a contractor no longer meets the definition of an Indian Economic Enterprise after award, the contractor must notify the CO immediately and in writing. The notification must include full disclosure of circumstances causing the contractor to lose eligibility status and a description of any actions that the contractor will take to regain eligibility. Failure to give the CO immediate written notification means that:

- (i) The economic enterprise may be declared ineligible for future contract awards under this part; and
- (ii) The CO may consider termination for default if it is in the best interest of the government.

(g) Representation. Under the Buy Indian Act, [25 U.S.C. 47](#), offers are solicited only from Indian Economic Enterprises (326.606). As required by HHSAR 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website ( [www.IHS.gov/DAP](http://www.IHS.gov/DAP) ), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not Indian Economic Enterprises shall not be considered.

(End of clause)

### **352.226-6 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS**

(a) Definitions as used in this clause.

(1) *Indian Economic Enterprise* means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

- (i) At the time an offer is made in response to a written solicitation;
- (ii) At the time of the contract award; and
- (iii) During the full term of the contract.

(2) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

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(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

### **3. INVOICE SUBMISSION AND PAYMENT**

Invoices shall be submitted through the Invoicing Processing Platform (IPP), a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis. The use of IPP shall take precedence over previously established invoicing procedures in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests". The IPP website address is: <https://www.ipp.gov>. If you require assistance registering or require IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov).

Payment will be made by the Billings Area Financial Management Branch, P.O. Box 36600, Billings, Montana 59107. Payments are made in arrears.

(End of Local Clause)

### **4. CONTRACTING OFFICER AUTHORITY:**

Authority to negotiate changes in the terms, conditions or amounts cited in this contract is reserved for the Contracting Officer.

## **SECTION D – DOCUMENTS, EXHIBITS AND ATTACHMENTS**

<b>Attachment Number</b>	<b>Title</b>	<b>Notes</b>
<i>1</i>	<i>Statement of Work (SOW)</i>	
<i>2</i>	<i>IEE Representation</i>	

## **SECTION E – SOLICITATION PROVISIONS**

### **1. FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS**

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

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available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: [www.acquisition.gov](http://www.acquisition.gov).

(End of provision)

PROVISIONS INCORPORATED BY REFERENCE		
PROVISION	Title	Date
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representations	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.215-5	Facsimile Proposals	OCT 1997

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

- Provision must be completed and returned with the quote.

**FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

- Provision must be completed in the vendor's SAM.Gov profile.

**FAR 52.212-1 Instructions to Offerors – Commercial Items (Mar 2020)**

**1) Quote Format**

Offerors shall submit three (3) volumes, a technical, past performance and price volume, each clearly marked. At a minimum they should include the following information:

Technical - Volume I

Written narrative addressing the technical factors of Capabilities and Capacity.

**CAPABILITIES.** Include information on how the contractor has capability to provide services to the clinic and government housing and possesses all necessary equipment to deliver propane.

**CAPACITY.** Include information on how contractor will provide necessary quantities for the clinic and government housing.

1. ability to provide up to 7,000 gallons of propane per month
2. ability to provide one-time deliveries up to 10,000 gallons.

Past Performance – Volume II

Written narrative addressing the past performance. Offeror must submit at least two (2) and no more than five (5) past performance records. The offeror shall address the following in their response to Past Performance:

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**Relevance/Quality.** Include information on the past performance of the company as it relates to this requirement, in size and scope. Offeror must be able to demonstrate their record of successful performance in past contracts and/or jobs.

#### Price - Volume III

A completed pricing schedule as identified in section B of this RFQ, with per unit pricing and a total quoted price.

#### **2) Technical Questions**

Technical questions pertaining to this opportunity are due by January 17, 2023 at 5pm MT. Answers to the questions will be posted approximately on January 18, 2023. All questions should be submitted in writing to the Contracting Officer (CO) at name and email.

#### **3) Site Visit**

A site visit will be available from interested parties. All site visit must be arranged through Contracting Officer's Representative (COR), Nathan Moyer, 406-477-4462. The CO should be notified in writing as well from the interested party if a site visit takes place.

When possible, a single site visit should be scheduled with a date, time, address and contact info listed. If this is not possible, identify info such as in the first paragraph.

#### **4) Quote Due Date**

All quotes in response to this opportunity are due no later than 2pm (MST) on January 23, 2023. Quotes will only be accepted via electronic mail and must be emailed at [Tanya.Schwab@ihs.gov](mailto:Tanya.Schwab@ihs.gov) by the closing date/time. The subject line must include the RFQ number.

#### **5) Offer Acceptance**

The offer must stipulate that it is predicated upon all the terms and conditions of this RFQ. In addition, it must contain a statement to the effect that it is firm for a period of at least 90 days from the date of receipt by the Government.

(End of Provision)

#### **52.212-2 -- Evaluation -- Commercial Items (Oct 2014)**

- (a) The Government will award a firm fixed price purchase order (PO) resulting from this solicitation to the responsible offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

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(i). **TECHNICAL:**

The contractor will be evaluated based upon the capabilities of the contractor as they relate to this requirement, as well as their understanding of this project.

Sub-Factors:

Capabilities:

An acceptable approach will demonstrate the offeror's capability to provide Propane Delivery to the NCSU and the Government Housing and confirm that the offeror possesses the necessary equipment to deliver propane.

Capacity:

An acceptable approach will demonstrate the offeror's ability to provide necessary quantities for the NCSU and Government Housing:

1. 7,000 gallons of propane per month
2. One-time deliveries up to 10,000 gallons.

Customer Service:

An acceptable customer service plan shall address how the offeror will ensure their availability to the requiring department of the IHS facility. Must show the ability to respond to planned and urgent placement requests.

(ii). **PAST PERFORMANCE**

Sub-Factors:

Relevance/Quality:

The offeror will be evaluated based upon the relevance and quality of past contracts/jobs performed and general trends in the contractor's performance will be considered. More recent and more relevant performance has a greater impact in the Performance Confidence assessment than less recent and less relevant performance. The Government will perform an independent determination of relevancy of the data provided or obtained.

NOTE: The Government reserves the right to contact any reference provided by the offeror in evaluating the offeror's past performance. Furthermore, the Government reserves the right to use any information that comes to the attention of the Government in evaluating the offeror.

Performance Confidence:

As a result of the relevancy and quality assessments of the past contracts/jobs evaluated, the offeror will be assigned a confidence rating to their Past Performance factor. It is the Government's assessment of the offeror's probability of meeting the requirements of the project based on the offeror's experience level to projects similar in size and scope to this requirement.

(iii). **PRICE:**

Total evaluated price will be calculated for evaluation purposes only and used to assist in determining the best value to the Government. The total evaluated price will be evaluated as follows:

- **Price Reasonableness:** Determination whether it is reasonable and if the quotation reflects an understanding of the requirement. Price competition is expected to support



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the determination of reasonableness. This factor will be evaluated as identified in FAR Part 15.305(a)(1).

- **Balanced Pricing:** Unbalanced pricing is referenced at FAR Part 15.404-1(g). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or underestimated as indicated by the application of analysis techniques. Offerors are cautioned that offers that are determined to be "materially unbalanced" may result in the offer being rejected because the lack of balance poses an unacceptable risk to the Government.

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

Best Value-Trade Offs: The Government reserves the right to make an award to other than the low priced quoter if another superior technical submission, or a submission indicating a reduced performance risk, warrants paying a premium. As non-price factors are evaluated closer to one another between quotes, price will become more significant. Furthermore, the Government reserves the right to award no order at all, depending on the quality of the quotes, the availability of funding and the continued existence of the requirement.

(End of Provision)

#### **FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Feb 2021)**

- Provision must be completed in the vendor's SAM.Gov profile.

## **2. HHSAR PROVISIONS**

PROVISIONS INCORPORATED BY REFERENCE		
PROVISION	Title	Date
352.215-70	Late Proposals and Revisions	DEC 2015
352.239-73	Electronic Information and Technology Accessibility Notice	DEC 2015