INDIAN HEALTH SERVICE
DIVISION OF ENGINEERING SERVICES

Contract Number: TBD
Solicitation Number: 75H70126R00030 Rosebud Lift Station Construction,
Project Numbers: GP25RB500Z10, PA#141890

Rosebud Hospital
Soldier Creek Road, Rosebud, SD 57570
County: Todd

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Proposals must set forth full, accurate, and complete information as required by this request for proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H70126R00030	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/16/2026	3 55

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		GP25RB500Z10, PA#141890

7. ISSUED BY CODE 199	8. ADDRESS OFFER TO
Indian Health Service (IHS) Division of Engineering Services (DES) - Seattle 701 5th Ave, Suite 1600 Seattle, WA 98104	Indian Health Service (IHS) Division of Engineering Services (DES) - Seattle 701 5th Ave, Suite 1600 Seattle, WA 98104

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Daniel Cotto	240-461-7841 or daniel.cotto@ihs.gov

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Rosebud Lift Station Construction
Location: 1319 Soldier Creek Road, Rosebud, SD 57570

See Section L for Proposal Submittal Instructions and Site Visit Information.

This project is a total small business set-aside solicitation under North American Industry Classification System (NAICS) code 237110 Water and Sewer Line and Related Structures Construction. The associated size standard for this procurement is $45.0 Million.

TERO is applicable. See Section H.50.

11. The contractor shall begin performance within 10 calendar days and complete it within 240 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. *(See _____).*

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10 days after award

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM PDT *(hour)* local time 07/20/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM B.2

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

Indian Health Service (IHS), DES - Seattle
701 5th Ave, Suite 1600
Seattle, WA 98104

27. PAYMENT WILL BE MADE BY

IHS - Great Plains Area Office
115 4th Avenue SE, Room 309
Aberdeen, SD 5740

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Daniel Cotto

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section B – Supplies or Services and Prices/Costs

B.1. Price Schedule

The contract will be awarded on a lump sum basis. The total price in Block 17 of the SF-1442 shall constitute full compensation for all work required to complete the project.

The intent of the contract is to provide for the complete construction of the project as described in the contract documents. Unless otherwise specifically provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, supplies, taxes, fees, and perform all work necessary to complete the project in accordance with the drawings, specifications, and contract requirements.

The Government-provided schedule in Attachment "J02 Block 17 Support Schedule RLSC" is not a representation of actual quantities and shall not be construed as a complete or accurate quantity survey. The schedule is provided as a baseline format for proposal submission; however, it is based on available design information and may not be complete or accurate.

Offerors are required to submit a completed schedule as part of their price proposal. The submitted schedule shall support the total price proposed in Block 17 of the SF-1442.
Offerors are solely responsible for:

- Verifying all quantities, dimensions, and scope of work;
- Identifying any omissions, discrepancies, or additional work required to complete the project in accordance with the contract documents; and
- Including all necessary labor, materials, equipment, and incidental costs in their proposed price.

The Government will not be responsible for any errors, omissions, or inaccuracies in the provided schedule. No adjustment in contract price will be made for failure of the offeror to verify the completeness and accuracy of the work.

Offerors may modify, supplement, or expand the provided schedule as necessary to reflect their proposed approach and complete scope of work.

The total price proposed in Block 17 of the SF-1442 shall represent the offeror's complete and final price for all work required by the contract. In the event of a discrepancy between the total price in Block 17 and the submitted schedule, the total price in Block 17 shall govern for award purposes. All work not specifically identified as a separate item, but necessary to provide a complete and functional system, shall be considered incidental and included in the Contractor's lump sum price.

"J02 Block 17 Support Schedule RLSC" submitted with the offer is for evaluation and informational purposes only and shall not be used for contract administration or as a basis for payment. The Contractor shall submit a separate Schedule of Values after award in accordance with the contract requirements, which will be used in support of progress payments.

B.2. Invoices:
HHSAR 352.232-71, Electronic Submission of Payment Requests (Apr 2026) has been added in full text at Section I.6. Email invoices to the CO and COR and refer to G.5 for further details.

B.3. TERO: TERO is applicable. Refer to H.50.

B.4. Wage Determination: Construction wages shall be paid for all applicable labor categories for each price schedule line item and shall be included in all pricing in accordance with FAR

52.222-6, Construction Wage Rate Requirements. The applicable Wage Determination(s) is included in Section

B.5. Important Information:
Under no circumstances will any oral statements made be binding upon the Government unless such statements or agreements are issued in writing by the Contracting Officer.

Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed within the change and shall immediately notify the Contracting Officer.

End of Section

Section C - Statement of Work

The Statement of Work applicable to this project are provided as separate attachments in accordance with Section J.

- J01 SOW Rosebud Lift Station Construction
- J03 Tech Specs RLSC

End of Section

Section D Packaging and Marking

D.1 Packaging and Marking

(a) All shipments of materials, equipment and/or supplies to the project site shall be addressed to the Contractor and not the Indian Health Service. Preservation, packaging and packing shall be in accordance with industry standard packaging appropriate for the item(s) involved. The Indian Health Service is not responsible in any manner for deliveries intended for the project that are not generated by the Indian Health Service.

(b) Equipment and materials provided by the Contractor shall be new and, where appropriate, shall arrive onsite sealed in original manufacturer's containers. The Government reserves the right to refuse any items deemed to not meet this requirement.

(c) Material shall be stored in an enclosed and dry area protected from damage and soiling. The contractor shall coordinate a suitable storage area with the COR.

End of Section

Section E Inspection and Acceptance

E.1. 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Title	Date
52.246-12	Inspection of Construction	Aug 1996

E.2. Inspection of Site

(a) The Contractor shall be responsible for the complete coordination and proper relation of the work of all trades.

(b) No allowances or extra construction on behalf of any Contractor will be permitted subsequently by reason of error or oversight on the part of any sub-contractor at any tier, or on account of interferences by the activities of the owner or others unless permissible in accordance with FAR 52.246-12, Inspection of Construction.

(c) All dimensions shown on government provided drawings are based on “as-built” record drawings and, to the extent possible, accurately represent existing conditions; however, there may be some variance between existing conditions and contract drawings. The Contractor is responsible for verifying all dimensions and for reporting to the CO any discrepancies that may affect performance of the work represented by contract drawings and specifications.

E.3. Inspection and Acceptance

All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the government. The Government’s Contracting Officer’s Representative (COR) is a duly authorized representative of the government and is responsible for inspection and acceptance of all items to be delivered under this contract.

The Government reserves the right to inspect all aspects of work performed, including hiring a third- party inspector to verify proper installation and operation. Contractor is required to demonstrate full and complete operation of all work performed. Final acceptance will be based on an acceptable final inspection.

(a) Substantial Completion Inspection

(1) Substantial completion is the date when the work is sufficiently complete, in accordance with the contract documents, ready for beneficial occupancy or the designated portion thereof, for the use for which it is intended.

(2) The Government at this point will conduct an inspection for the development of punch list items in preparation for final inspection.

(3) The substantial completion inspection should be at least 15 days prior to the contractual completion date and the date of final inspection. The Contractor is to notify the CO at least 10 days in advance to schedule the substantial completion inspection.

(4) If at the time of the substantial completion inspection the Government finds that the Contractor will not have the project complete at the contract completion date, the CO will withhold 10% of any progress payment due the Contractor. These funds will be used to off-set any liquidated or actual damages assessed against the Contractor. Remaining funds will be released upon final inspection, and completion of the contract.

(b) Final Inspection

(1) Final Inspection completion date is the date established in the contract when the project is to be fully complete and is ready to turn over to the Government. When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer and his duly authorized representative (COR) at least 5 days prior to the desired date.

(2) This includes final clean-up of the site, removal of all trailers, construction signs and debris removed, all punch list items resolved, Government's manuals turned over, all as built drawings completed and turned over to the Government.

(3) All contract items, including any punch-list items, and final clean-up of the project site shall be totally complete on the day and at the time the final inspection is scheduled. Any discrepancies noted at the final inspection shall be corrected by the Contractor within the time specified by the Contracting Officer.

(4) Failure on the part of the Contractor to have the project ready for final inspection may result in assessment of damages as specified in the contract.

(5) Final inspection and acceptance of the work will be by the CO or an authorized representative appointed in writing.

End of Section

Section F. Deliveries or Performance

F.1.52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Title	Date
52.236-15	Schedules for Construction Contracts	Deviation Jul 2025
52.242-14	Suspension of Work	Apr 1984

F.2.Commencement, Prosecution and Completion of Work (Apr 1984)

The Contractor shall be required to
(a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than **240 calendar days** after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.3.Evaluation of Contractor Performance

Reserved.

End of Section

Section G Contract Administration Data

G.1.Contracting Officer

The Contracting Officer (CO) is the individual appointed with the authority to enter into, obligate funds, administer and make related determinations pertaining to the contract on behalf of the federal Government. The Contracting Officer must sign all contractual documents, including contract modifications, and approve payment requests. The Contracting Officer is the only individual authorized to make changes to the contract.

G.2. Contracting Officer's Representative (COR)

(a) Contracting Officer's Representatives (COR), may be appointed for the purpose of representing the Contracting Officer and assuring compliance with the contract requirements.
(b) The COR does NOT have the authority to alter the Contractor's obligations under the contract; make final acceptance of work; direct changes that fall within the purview of the "Changes" clause of the contract; or modify any of the terms, conditions, specifications, or cost of the contract.
(c) The COR may approve minor field changes which do not affect the scope, period of performance and/or price of the contract. The COR is authorized to issue notices regarding noncompliance of contract requirements, and to stop work on any portion of the job if the Contractor's methods cause unsafe conditions or will result in noncompliant work which would be impracticable to correct or to replace while permitting other (conforming) portions of the work to continue. Issuance of a Notice of Noncompliance as described herein does not constitute a suspension of work as described in FAR Clause 52.242-14, Suspension of Work (April 1984).
(d) The COR is appointed in writing and the contractor will receive a copy of the appointment letter.

G.3. Contract Administration Data

Administration of this contract is under the cognizance of the Indian Health Service, Office of Environmental Health and Engineering, Division of Engineering Services.
(a) The Contracting Officer (CO) for this procurement is:

Daniel Cotto
Indian Health Service (IHS) / Division of Engineering
Services (DES) 701 Fifth Ave, Suite 1600
Seattle, WA 98104
Telephone Number: 240-461-
7841 Daniel.cotto@ihs.gov

(b) The Contracting Officer's Representative (COR) for this procurement is:

COR: To be designated at award.
Alt COR: To be designated at award.

G.4. Address for Correspondence

(a) It is the intent of the Government to use electronic means as much as possible while administering this contract.
(b) Most correspondence should be sent via e-mail directly to the CO and COR. If sending documents via postal mail, include the Contract Number on all correspondence. Overnight Mail and U.S. Mail shall be sent to the Contracting Officer, unless otherwise specified, at the following address:

Indian Health Service (IHS) / Division of Engineering
Services (DES) 701 Fifth Avenue, Suite 1600

Seattle WA 98104

G.5 Invoice and Payment Process

(a) FAR 52.232-5, Payments Under Fixed -Price Construction Contracts, requires that before the first progress payment under the contract is submitted, the contractor shall prepare a Schedule of Values including each principal category of the work which when added together equal the total contract price. A sample format is available from the Contracting Officer. The following is the detail required by the Contracting Officer:

(1) The principal categories of work shall be broken into line items of sufficient detail to allow meaningful measurement of the work on a monthly basis as determined by the COR. Units of measure appropriate to the type of work shall be used. “Lump sum” pricing of line items shall be avoided except where payment for that line item is to be requested based on 100% completion of that line item or where there is no other practical unit of measure.

(2) The cost of preparatory work (e.g., shop drawings or product submittals), field and home office overhead, profit, insurance, taxes, warranties, as-built drawings, etc., shall be pro-rated into items of physical work and not listed as separate line items. Cost of Performance and Payment Bonds may be listed as a single line item and not pro-rated. Also, cost of mobilization and demobilization relating to transportation or installation costs associated with such items as site trailers, heavy equipment, temporary batch plants, temporary on-site manufacturing and assembly facilities, temporary on-site quarter’s facilities, temporary sanitation facilities, temporary utility connections, and/or temporary secured storage facilities may be listed as line items and not pro-rated. If mobilization is listed separately, a line item for demobilization must be listed separately. A detailed listing of the items included and the individual cost for each item shall be provided in support of proposed amounts for mobilization and demobilization.

(b) Material stored on site may be included in earned progress if the Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform in contract.

(c) The following are instructions for submitting pay requests:

(1) Requests are to be submitted with signature for the Contractor certification statement (scanned signature okay) to the Contracting Officer. Use of a format that complies with all of the requirements of the “Payments” clause of the contract is mandatory. The “Contractor Payment Application” form will be provided at the Pre-Construction meeting.

(2) The Contractor is responsible for delivery of each request for payment electronically using the Department of Treasury Invoice Processing Platform (IPP) www.ipp.gov or successor system. Hand delivery to the COR in the field does not constitute delivery to the billing office.

(3) If the contractor wishes to inquire concerning the status of any pay request, the contractor should contact the Contracting Officer.

(4) A completed Release of Claims that complies with the requirements of the “Payments” clause must be submitted with the request for final payment. A sample format is available from the Contracting Officer.

(d) The final payment request will be rejected and returned to the contractor if all items required under the contract have not been completed, submitted, approved, and accepted prior to the receipt of the request; e.g., deficient work items, as-built, payrolls, reports, O&M manuals, warranties, delivery of extra stock material, etc.

(e) Invoices shall be prepared, submitted and paid in accordance with the following FAR clauses specified in Section I:

(1) 52.232-5, Payments Under Fixed -Price Construction Contracts (May 2014)
(2) 52.232-27, Prompt Payment for Construction Contracts (Jan 2017)
(3) 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
(4) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(5) HHSAR 352.232-71, Electronic Submission of Payment Requests (Apr 2022)
(f) Progress payments WILL be authorized for this project.
(g) Final Invoice. The final invoice must be marked "Final" Final payment will be made within 30 Calendar days upon receipt of a properly executed invoice. The Contractor, when submitting final payment under this contract, shall submit directly to the Contracting Officer:
1. A certification that the Contractor has made payment from proceeds of prior payments, or that they will make timely payment from the proceeds of the progress or final payment then due them, to any subcontractors and suppliers in accordance with established contractual arrangements; and
2. Release of Claims. A Release of Claims form, which lists the final payment as outstanding. The Release of Claims form is available from the CO. Failure to submit this completed release will result in a delay of final payment.
(h) The contractor will contact the Contracting Officer with any payment issues or concerns.

> **Note**: In accordance with FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)- Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract within 15 calendar days after receipt of accelerated payments from the Government, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor. This applies to all small business subcontractors at all tier levels.

G.6. Payment for Materials Stored on Site
(a) This clause supplements, but does not replace, FAR 52.232-5 Payments Under Fixed-Price Construction Contracts, with regard to material payments.
(b) Consideration for payment under this contract for materials stored on site is subject to the following conditions:
(1) The contractor shall furnish the contracting officer a list of the major high-cost items to be incorporated into the contract and for which payment, prior to installation, will be requested. Those items approved by the contracting officer will be entered on the Schedule of Values, as a percentage factor, or factors if items are listed individually.
(2) Payment is limited to major high-cost items. Payment of major high-cost items does not include contractor overhead and profit. Costs such as sales tax, freight, handling, pallets, etc., are excluded.
(3) Payment requests shall be consistent with approved material submittals and shall be supported by the following documents:
(i) Certified paid vendor invoices
(ii) Inventory checklists, jointly validated by the contractor, contracting personnel, and/or construction inspector.
(iii) Accepted delivery tickets, if applicable.
(4) All material for which payment is requested shall be delivered to an approved location on-site, and certified that none will be removed without written permission of the contracting officer. Materials may also be stored in a bonded warehouse offsite if no adequate storage space is available on base.
(5) Payments will be made monthly, or at more frequent intervals as determined by the Contracting Officer.
(6) The contractor shall remain responsible and retain title to the materials until incorporated into the work.

G.7. Time Extension for Unusually Severe Weather

This paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(a) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(b) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

(c) Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all-weather dependent activities.

(d) Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the Contractor's Daily Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

(e) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in accordance with the criteria previously described above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather work days, and issue a bilateral modification.

End of Section

Section H Special Contract Requirements

H.1 Subcontracts

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his own employees, and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

(c) The Government will not undertake to settle any differences between or among the contractor and his subcontractors or suppliers.

(d) The contractor shall, without additional expense to the Government employ specialty subcontractors where required by the specifications. "Specialty Subcontractors," when specified as a requirement, means a subcontractor regularly engaged in the manufacture or installation of the contract items. The specialty subcontractor shall select and combine the materials involved, maintain and have available for the purpose, workmen skilled in the specified work. The specialty subcontractor shall be the manufacturer, be licensed by the manufacturer as an installer, or work under direct supervision of the manufacturer.

(e) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(f) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

H.2 Subcontracting

(a) In connection with the performance of work under this contract, the contractor shall not subcontract with any subcontractor who, at the time of subcontract award, is listed on the current GSA's Lists of Parties Excluded from Procurement and Non-procurement Programs, unless otherwise authorized by the Government in accordance with Subpart 9.4 of the Federal Acquisition Regulations.

(b) The List of Parties Excluded from Procurement and Non-procurement Programs is available at https://sam.gov/content/home.

(c) In the event of the contractor's noncompliance with the foregoing requirements, the Government may terminate this contract for default or take other appropriate action, including, but not limited to, requiring the contractor to terminate any such subcontract and substitute an eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance.

(d) The term "subcontractor," as used in this clause, shall mean the individual or firm with whom the contractor proposes to enter into a subcontract for manufacturing, fabricating, installing, or otherwise performing work under this contract.

(e) **Within ten (10) days after contract award**, the contractor shall furnish to the Contracting Officer in writing a list of all subcontractors scheduled to perform work under the contract on Form SF-1413.

(f) The contractor shall include the provisions of paragraphs a., b., and d. of this clause in every subcontract hereunder.

H.3. Work Hours
Refer to Technical Specification 01310 – Project Management and Coordination. Work at other times must be approved by the COR. Requests to work outside normal business hours shall be submitted in writing to the COR not less than 48 hours in advance of the proposed modified schedule. This requirement is due to the need for security of patients, government personnel and property. There must be a 'responsible government agent' on site when any contractor is present on IHS property.

Note: Four (4) day work weeks will be considered upon written request and must be clearly identified in the project schedule.

H.4. Federal Holidays
(a) The Government only recognizes the following legal holidays established by federal statue:

New Year's Day	January 1
Birthday of Martin Luther King, Jr.	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

(b) Any of the legal holidays falling on Saturday will be observed on the preceding Friday; legal holidays falling on Sunday will be observed on the following Monday.
(c) The contractor should not perform work on observed legal holidays unless authorized by the Contracting Officer. In the event work is authorized on observed legal holidays, the contractor shall pay all applicable overtime and/or holiday pay rates required by law.

H.5. Insurance
FAR 52.228-5, Insurance Work on a Government Installation, states that "The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract." The following is the minimum insurance required by the Contracting Officer:
(a) Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: Bodily injury liability insurance coverage written on the comprehensive form of a policy of at least $500,000 per occurrence.
(c) Automobile Liability: Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.6. Key Personnel
(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:
(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer promptly replace personnel with personnel of equal or greater ability and qualifications.
(2) All requests for approval of substitutions hereunder must be in writing at least 15 calendar days prior to the substitution, circumstances permitting, and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute with equal to or greater qualifications, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.
(b) The following positions are identified as Key Personnel: (1) Project Manager, (2) Superintendent and the (3) Safety Officer.

H.7. Project Management
(a) Contractor shall meet with the COR prior to beginning on-site work to discuss general security and operations requirements.
(b) Construction activities shall be coordinated with COR.
(c) Ensure adherence to the technical documents provided to minimize the disruption to the local community.

H.8. Superintendent on Site
(a) Reference FAR 52.236-6 Superintendence by the Contractor. The contractor will ensure that the Project Superintendent is on site at all times work is being performed by the contractor and/or any subcontractors. They shall directly oversee all apprentice and subcontractor work. The Project Superintendent is also responsible to ensure all labor and safety requirements are complied with; and ensure that the worksite is cleaned up at the end of each work day.
(b) All communications between the IHS and contractor concerning the day-to-day workmanship on the project will be handled through the Project Superintendent and they MUST have the authority to act on behalf of the Contractor in all contractual matters.

H.9. Identification of Contractor Employees

(a) Identification (ID) Badges. The Contractor shall provide each employee that will be onsite with an ID badge on contract start date or on employment start date. The ID badge shall be made of non-metallic material. The badge shall be easily readable and include the employee's name, the Contractor's name, functional area of assignment, and a color photograph. The Contracting Officer or their designee shall approve the ID badge template before the contract start date.
(b) Display of ID Badges. Contractor personnel shall wear the ID badge at all times when performing work under this contract onsite or to attend Government meetings and conferences related to the contract. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. Contractor visitor badges may be issued by the facility in addition to Contractor badges.
(c) Utilizing Electronic Mail (e-mail). When prime Contractor or Subcontractor personnel send e-mail messages as part of contract performance or otherwise relating to contract matters, each sender shall include his/her name (both first and last names), e-mail address and the name of the individual's employer.

H.10. Employee Appearance
The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn.

H.11. Removal of Personnel
The Contracting Officer may require the Contractor to remove from the job any employee who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (FAR 52.226-7, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of security or for any and all other reasons as determined by the Contracting Officer as objectionable.

H.12. Project Schedule
(a) The Contractor shall develop a detailed schedule in Microsoft Project or approved equal. The first draft of the schedule must be presented to the CO and COR prior to the pre-construction meeting. A completed schedule must be submitted within 5 calendar days after work commences, or agreed to date determined during the pre-construction meeting. Refer to FAR 52.236-15, Schedules for Construction Contracts.
(b) The project schedule shall include key milestones of the project, including mobilization and demobilization dates, start and finish dates, tasks required per phase, planned outages, progress meetings, laboratory testing, remediation and demolition, tasks that include after-hours work, as well as proposed substantial completion inspection and final inspection dates, and closeout dates.
(c) All work shall be completed within timeline stated in block 11 of the SF-1442. The timeline includes time for submittal review period, long lead orders, demolition, construction, equipment setup, furniture installation, commissioning and final inspection.
(d) The Contractor shall submit this schedule for review and approval prior to work proceeding. Contractor shall actively maintain and update the schedule as work progresses. Contractor is responsible for ensuring that the schedule is current.
(e) Progress payments will not be made without a current progress schedule. A copy of the most current project schedule shall be submitted with each progress payment/invoice request.

H.13. Schedule of Values (SOV)
Before any payment is made to the Contractor, including progress payments, the Contractor shall prepare and submit a SOV to the Contracting Officer for review and approval. The SOV shall include values of each principal category of the work, when added together, equal the total contract price. Refer to G.4 Payment Process for information required on the SOV.

H.14. Submittals
(a) The Contractor shall be required to set up an account with an established Company such as Submittal Exchange, ProCore or another similar cloud-based website service designed specifically for transmitting submittals between construction team members and overall management of documentation during the construction process. Specific category submittal requirements shall be as described in the project technical specifications.

(b) Within 10 calendar days after commencement of work or as otherwise established by the contracting officer, all materials and articles requiring approval, IAW 52.236-5, Material and Workmanship, shall be submitted by the Contractor using a transmittal sheet as approved by the COR. Government review comments will be returned within seven (7) calendar days after receipt of submittals. Contractor shall provide the following submittals AFTER AWARD:

(1) Construction Project Schedule (FAR 52.236-15)
(2) Schedule of Values
(3) List of Subcontractors/SF 1413
(4) Submittal Log
(5) Contractor Key Personnel Contact Information
(6) Safety and Accident Prevention Plan
(7) Material Safety Data Sheets (MSDS) for all products
(8) Shop drawings / product data / samples, highlighting specific part/model numbers proposed, along with all selected options (as applicable)
(9) Descriptive literature/catalogue cuts shall be annotated/highlighted with sufficient clarity so as to identify the products proposed for this project and show its conformance with contract requirements
(10) Results of all third-party testing - Within 7 days after testing performed
(11) Operation and Maintenance (O&M) Manual - 2 hard copies and 1 digital (PDF)
(12) Warranty Certificates - 2 hard copies and 1 digital (PDF)

H.15. Product Approval
FAR 52.236-5, Material and Workmanship, states "[w]hen required by this contract or by the Contracting Officer, the contractor shall also obtain the Contracting Officer's approval of the materials or articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection."
(a) Approval of proposed materials or articles shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirements, or relieve the Contractor from any contract requirement. Before submitting requests for product approval, the Contractor shall assure himself that the materials or equipment will be available in the quantities required. No change or substitution of approved materials or articles will be permitted after a request has been approved.

(b) Materials and equipment incorporated in the work shall match the approved materials or articles. If requested, approved samples, including those that may be damaged in testing, will be returned to the contractor, at his expense, upon completion of the contract. Samples not approved will also be returned at Contractor expense, if so requested.
(c) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further requests for approval of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment that previously has proved unsatisfactory in service.
(d) Deviations from the contract requirements shall be specifically pointed out in transmittal letters. Failure to point out deviations may result in subsequent rejection and removal of such work at no additional cost to the Government.
(e) Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. The contractor shall replace such materials or equipment to meet contract requirements, or there shall be an adjustment of the contract price as determined by the Contracting Officer.
(f) When tests are required, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet specification requirements will be rejected. Testing additional samples will be done by the Government at the expense of the contractor.
(g) The contractor shall furnish additional certification on conformance to the specification requirements as may be requested by the Contracting Officer.

H.16. Approved Equivalents
Contractor proposed equivalents shall be submitted for review after award as a Request for Information (RFI). Proposed equivalents will not be reviewed during the solicitation period.

H.17. Preconstruction Conference
The Contracting Officer (CO) will schedule and conduct a Pre-Construction Meeting to be held after Notice of Award. This meeting will be held at location TBD. Maximum participation of the prime contractor and all subcontractors is expected. The CO may designate required attendance for sub-contractors.

H.18. Progress Meetings
(a) The Contractor shall schedule and administer monthly construction progress meetings throughout the contract performance period. Additional meetings may be held as required. The location of progress meetings will normally be on site; however, other locations may be approved by CO.
(1) The Contractor shall arrange meetings, prepare agenda, and distribute notice of meetings to participants three (3) business days in advance of each progress meeting. Meeting agenda shall cover topics pertinent to continued progress and successful completion of the contract.
(2) The CO, or if not attending, the appointed COR will preside over progress meetings. The Contractor shall record meeting minutes and distribute copies within five (5) calendar days after each meeting to participants, entities affected by meeting decisions, and the CO.
(3) Attendance: Contractor, project superintendent, and subcontractors and suppliers as appropriate to agenda; the CO, COR, and other Government representatives may attend as appropriate.
Suggested topics include:

(i) Review previous meeting minutes
(ii) Review schedule and progress

Contractor shall be prepared to (1) discuss the work and any causes of work delay(s); (2) present a plan to bring the work back into conformance with the schedule; or, if necessary (3) to propose a revised work schedule.
(iii) Review field observations, problems, and decisions
(iv) Status of submittals / RFIs
(v) Off-site fabrication and delivery schedules, if applicable
(vi) Quality control
(vii) Progress payments

H.19. Contractor Daily Report

(a) The Contractor shall prepare and file a "Contractor's Daily Report", for each scheduled work day of contract performance for this contract.
(b) The daily reports shall be delivered not later than 12:00 PM the following business day via E-Mail for all work completed on the previous day to the Contracting Officer and the Contracting Officer Representative or other designated individuals identified by the Contracting Officer.
(c) Each daily report shall include prime Contractor and sub-contractor. at any tier, personnel on the project site, all work performed, equipment on site, tests performed, weather conditions and all general activities for each day of scheduled work. Digital photographs can be included in the daily reports of submitted as a separate document.
(d) Reports shall be chronologically numbered, dated and signed by the Contractor or designated representative. If no work was performed on a scheduled work day, a daily report must be submitted indicating this and the reasons.
(e) Failure to submit the daily reports could result in payments being withheld until such time as all daily reports are current. The daily report form will be provided to the Contractor at the pre-construction conference and is the only acceptable form for this purpose.

H.20. Instructions for Submission of Payrolls

(a) One copy of all payrolls pertaining to the work (including payrolls of all subcontractors performing work on the job) shall be submitted weekly to the Contracting Officer through the Project Manager/COR by the prime contractor. Each such payroll must be accompanied by a fully executed Contractor's Weekly Payroll Statement, indicating that no deductions have been made from weekly wages of employees other than those authorized. The statements must be signed by person supervising payment. Contractor's Weekly Payroll Statement can be found on the U.S. Department of Labor Payroll Form WH 347).
(b) The contract number and project number must be shown on each payroll.
(c) Complete address, classification, straight time hours worked each day, total straight time hours worked in week, rate of pay, overtime hours worked each day, total overtime hours worked in week, overtime rate of pay, gross earnings, each deduction and net pay must be shown for each employee.
(d) Employees must be classified within one of the classifications as shown on the Wage Rate Schedule of the contract. The exact classification, as shown on the Schedule which conforms to the work performed, must be shown on the payroll; that is, when a truck driver is shown, indicate type of vehicle listed in the Schedule under these headings; when a laborer is shown, indicate whether air tool operator, building, etc.; when a welder is shown, list the craft to which the welding is incidental; when an electrician is shown, list the type and zone. Whenever a foreman or superintendent is listed, show the class of workers he is supervising, such as electricians, plumbers, carpenters, etc., as his pay should be as much or more than those he supervises. Classifications not shown on Wage Rate Schedule contained in the contract will not be accepted. In those cases in which the contractor feels that the work

performed by his employees will not conform to a craft shown in the Schedule, the problem shall be presented to the Contracting Officer.
(e) All employees must be paid time and one-half their basic rate of pay for all hours worked in excess of 40 hours in any one week.
(f) The prime contractor is responsible for the correct submission of his and subcontractor payrolls. The prime contractor must submit payrolls and/or statements for each week during the life of the contract. These weeks will begin with the weeks as listed on contract progress schedule. For any week in which no work is performed by the prime contractor, only the "CONTRACTOR'S WEEKLY PAYROLL STATEMENT" need be submitted. These payrolls and/or statements will be numbered consecutively. The prime contractor will list, on the face of his form, the names of all approved subcontractors and whether or not they worked during this period (week). If any of the subcontractors did work during the period, their payrolls and statements should accompany the prime contractor's payroll and/or statements. Each subcontractor needs to submit payrolls and statements only for those weeks in which he works, but these must be numbered consecutively.
(g) All apprentices must be registered in a bona fide apprenticeship program, registered with a State Apprentice Agency recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor. Evidence of such registration must be furnished the procurement office prior to or together with submission of payroll on which apprentice's name first appears. If an apprentice is employed on such contract, and is not a registered apprentice, the contractor will be required to pay journeyman rates of the craft for which the employee was shown as apprentice. Also, period of apprenticeship under which the employee is serving must be indicated on the payroll.

H.21. Inspections, Tests, Reports and Test Results
(a) The required inspections, tests and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers and other as required, shall be at the Contractor’s expense. Contractor shall submit all results of test required by the contract to the COR/Project Manager for review.
(b) Contractor shall provide the Contracting Officer a copy of the results of all third-party testing within 7 days after testing performed

H.22. Permits and Certificates
(a) Contractor shall be responsible for obtaining all required construction permits and licensing, and paying all applicable fees as required, in accordance with FAR 52.236-7, Permits and Responsibilities.
(b) Contractor shall submit a copy of all permits and certificates as required by the contract to the COR/Project Manager.

H.23. Demolition
(a) Demolition or removal of project components shall not occur until replacement components are on site unless approved by the COR. All demolition shall be coordinated with the Facility Manager to minimize the impact on the ongoing building operations.
(b) Disposal of demo waste materials will become the property of the Contractor; transport, disposal of or recycle waste materials off-site and off Government and Tribal property.

H.24. Waste
Contractor shall remove and dispose of excess materials, debris, or waste at an approved off-site location in accordance with applicable Local, Tribal, State and Federal laws and regulations, and pay any related fees. Burning or burial of materials is not permitted. Contractor shall provide all required waste storage containers and coordinate their location on site with the

COR.

H.25. Coordination of Trades
(a) The Contractor shall coordinate with all other trades, as well as with existing conditions, in advance of the work, including requirements for openings, recesses and chases in the walls, partitions, framing or openings and routing of piping, ductwork, conduit, etc. relative to each trade to alleviate conflicts.
(b) The drawings are in part diagrammatic and show the general arrangement of ducts, piping, conduits, etc., of mechanical and electrical work. The contractor shall have the Project Superintendent coordinate all fieldwork and shop drawings of the various trades prior to installation and for submission of coordinated shop drawings for approval. Spaces shall be allotted to the various trades prior to the installation of the work. In spaces where all the various installations cannot be accommodated, the contractor shall, prior to fabrication or installation of work, notify the Contracting Officer and submit suggestions as to the solution. The contractor shall be responsible for the coordination of the various trades involving location and size of all sleeves, electric outlets, inserts, piping, shafts, conduits, hangers, ducts, and similar installations.

H.26. Standard References
(a) Any materials, equipment, or workmanship specified by reference to the number, symbol, or title of any specific standard shall comply with the latest edition or revision thereof, and any amendment or supplement thereto, in effect on the date of the solicitation, except as limited to type, class or grade, or modified in the specifications.
(b) Standards referred to in the plans and specifications, except as modified, shall have full force and effect as though printed in the plans and specifications.
(c) The contractor shall maintain on the site, a complete current set of manufacturers' and standards referenced from work under the contract.

H.27. Protection of Work and Property/Safety Requirements
(a) The Contractor shall have the ultimate responsibility for safety on the project site at all times until final completion and acceptance of the project.
(b) The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as found in 29 CFR 1910 and 1926, which are applicable to the construction project, including requirements set forth within solicitation provisions and contract clauses. In addition to OSHA safety standards, the Contractor shall also adhere to all current local, federal, and state safety requirements. In the event where any safety standard referenced herein conflicts with another, the more stringent shall govern.
(c) Contractor shall be responsible for complete and strict compliance with the policies and permitting requirements including the safety, interim life safety, and infection control policies. These policies shall be made available to the Contractor at their request.
(d) Contractor shall submit Material Safety Data Sheets (MSDS) for all applicable products used on the project. Contractor shall maintain MSDS binders on site at all times which shall include approved submittal prior to bringing material/product on-site.
(e) Contractor shall maintain access to and from the building, allowing required egress and ingress by patients, visitors, and staff.

H.28. SAFETY AND ACCIDENT PREVENTION PLAN
(a) Contractor shall submit for approval a written site-specific Safety and Accident Prevention Plan, prior to any site work commencing, explaining how they will comply with FAR 52-236-13. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work

performance and a plan for controlling these hazards. Contractor shall designate in writing the individual who is responsible for identifying and correcting safety hazards or violations on the job site.
(b) One copy of the approved plan shall be provided to the CO and COR and one copy shall be maintained at the job site. In the event of changing site conditions or hazards, the plan shall be appended in writing and a copy of the change provided to the CO and COR.

H.29. Accident Notification/Report
In the event of a job-related accident, the Contractor shall immediately notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR) and shall prepare a detailed Report of Accident as prescribed by OSHA Regulations and forward the original and two copies to the Contracting Officer. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

H.30. Materials and Equipment
(a) The material and equipment to be furnished under these contract documents shall be the standard products of manufacturers regularly engaged in the production of such materials and equipment and shall be the manufacturer's latest standard design.
(b) All materials and equipment to be incorporated in the work shall be handled and stored by the manufacturer, fabricator, supplier and Contractor before, during and after shipment in a manner to prevent warping, twisting, breaking, chipping, rusting and any injury, theft or damage of any kind whatsoever to the materials and equipment. All materials and equipment furnished by Contractor shall be subject to inspection and approval by the CO or COR.

H.31. Debris Control and Prevention/Construction
(a) Contractor shall install protective measures to contain dust and debris during construction to assure a safe and irritant free environment for building occupants or as required by relevant policies and/or the COR. Contractor shall provide protection from dirt and dust, returning all areas to the original condition after work is complete. Damages caused by the Contractor, and/or Sub-Contractors are the responsibility of the Contractor.
(b) Contractor shall provide temporary safety barriers, as necessary or required by relevant policies and/or the COR, to provide safety for workers, hospital staff and patients during construction.
(1) Contractor shall be responsible for ensuring safety of the public and their employees at all times during this contract in accordance with all applicable OSHA regulations.
(2) Contractor shall protect the work, the site, and all existing property and structures within the limit of construction activities or that may be affected thereby until acceptance of the work. Any damage to property shall be repaired at the Contractor's expense, to pre-damaged condition to the satisfaction of the COR.

H.32. Materials on Site
Unless otherwise provided in the specifications or drawings, materials removed and not reused under the contract shall become the property of the contractor. The contractor shall remove the materials from the work site.
Storage or sale of the materials on the site will not be permitted.

H.33. Operations and Storage Areas
(a) Reference FAR 52.236-10 Operations and Storage Areas. Contractor staging and storage

area location shall be coordinated with the COR. Construction materials shall be secured and stored in an enclosed and dry area protected from damage and soiling. Staging is limited in or near the construction area for a construction office or trailer. Construction equipment and material storage shall be located in the approved staging area.
(b) Ground disturbance and site management will be carefully controlled to prevent undue damage to vegetation, soils, and resources and to minimize air, water, soil, and noise pollution. Contractor staging and storage area shall be returned to pre-construction conditions prior to final inspection.

H.36 Availability and Use of Utility Services
There are no Government-provided utility services available near the work site.

H.37. General Provisions
(a) TEMPORARY MATERIALS: Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
(b) SANITARY FACILITIES: Contractor shall provide and maintain temporary toilet facilities in accordance with State Health Department and IHS regulations. Enclosures shall be weatherproof, sight proof and of sturdy construction. Completely remove sanitary facilities on completion of work.
(c) FIRE PROTECTION EQUIPMENT: Observe and enforce standards of fire prevention. No open fires shall be allowed.
(d) VEHICLES AND EQUIPMENT: Contractor shall provide one fire extinguisher on each vehicle or piece of equipment. Extinguishers shall have a minimum UL rating of 2-A: 10-B: C. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.
(e) HAZARD CONTROL: Contractor shall take all necessary precautions to prevent fire during construction. Do not store flammable or combustible liquids in existing structures. Provide adequate ventilation during use of volatile or noxious substances.
(f) SMOKING: The use of tobacco is prohibited on all IHS operated properties, all interior and exterior spaces of IHS operated properties. Security personnel shall ask patients or visitors who refuse to comply with the policy to leave the property and shall document the incident.
(g) WELDING: Cutting by torch or welding shall be performed only when adequate fire protection is provided and the welding quality and hot work plans have been approved by the COR.
(h) WEATHER PROTECTION: Inclement weather is expected, Contractor shall provide temporary protection, for areas where roofing, siding, windows, doors or other enclosing elements have been removed or have not been installed. Inspect protective coverings frequently to ensure that they are functioning properly.
(i) CONSTRUCTION ZONES: Construction zones shall be fenced with COR approved construction barrier fencing, plastic or portable fencing, before any construction activity. The fencing shall define the construction zone and confine activity to the minimum area required for construction. All protection measures shall be clearly stated in the construction specifications, and workers will be instructed to avoid conducting activities beyond the construction zone as defined by the construction zone fencing.
(j) PROTECTION OF PUBLIC: Fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry. Erect and maintain fencing, barricades, lights, signals, and warning signs.
(k) CONTRACTOR PARKING: Contractor parking shall be limited to existing roads, in legally designated areas, and within approved staging area(s), location to be approved by the COR.

H.38. Trucking

(a) All trucks, bringing to or removing from the site, earth, loose materials, or debris shall be loaded in a manner to prevent dropping of materials on streets.
(b) At all points, where trucks leave the project site and enter adjacent paved streets, the contractor shall maintain an installation and crew to prevent any mud from being carried onto such adjacent paved streets.
(c) Earth, loose materials, or debris deposited on the streets due to contract trucking activities shall be removed daily.

H.39. New Work

Unless otherwise noted on drawings or specified, new work in extension of existing conditions shall correspond in all respects to similar existing conditions, in material, workmanship and finish.

H.40. Existing Work

(a) Work replaced shall match similar existing work. Structural members shall not be cut or altered, except as shown, without authorization of the Contracting Officer. Work remaining in place damaged or defaced during this contract shall be restored to the condition at time of award of contract.
(b) Discolored or unfinished surfaces exposed by removal of existing work and indicated to be the final exposed surfaces shall be refinished or the material shall be replaced to be uniform and harmonious with contiguous work. Work out of alignment, where exposed by removal of existing work, shall be called to the Contracting Officer's attention.

H.41. As Built Drawings

The contractor shall maintain during the progress of the work one (1) set of completed and up to date red-line drawings, which shall be available for inspection by the Government at any time. These drawings shall be marked up to record all changes in the work as they occur, and the exact location of all exposed and concealed pipe runs, valves, plugged outlets, cleanouts and other control points including, but not limited to, electrical conduits, and ducts, mechanical valves, shut-off switches, etc., in such a manner as will provide a complete, accurate as built record. The location of pipes or control points concealed underground, under concrete, in chases or above hung ceilings shall be dimensioned. In- progress as-built documentation will be reviewed with each progress payment request as a required element. The completed set of as built paper reproducible drawings shall be delivered to the Contracting Officer, in a condition satisfactory to him/her. As built shall be submitted for review/approval as a condition precedent to the request for final inspection of the work.

H.42. EQUITABLE ADJUSTMENTS DUE to CHANGES

(a) The Contractor shall submit a proposal for all changes in the work within fifteen (15) days from the effective date of the change order or request for proposal. With each proposal for a change involving an increase or decrease in the amount of the contract, the Contractor shall submit separately an itemized breakdown that will include, but not be limited to, the following:

(1) Material quantities and unit price (Separated into trades)
(2) Labor costs (separate into labor classifications and hourly rates)
(3) Construction equipment
(4) Workmen's compensation
(5) Overhead
(6) Profit
(7) Employment taxes under FICA, FUTA and SUTA
(8) Bond (Prime Contractor only)
(9) Sales Tax
(10) Direct Performance Time of Change

(11) Impact on Schedule, if any
(12) Impact Costs, if any

(b) In considering proposals for changes involving added work, omitted work, or any combination thereof, estimates will be checked in detail by the Contracting Officer, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments.

(c) When the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or because of failure to reach an agreement, the Contracting Officer may direct the Contractor to proceed immediately with the work.

(d) Proposals and breakdown should be submitted as promptly as possible but in no event later than thirty (30) days.

(e) Should a proposal cost exceed $2,500,000 or is required for a lesser amount at the direction of the Contracting Officer for a change, certified cost or pricing data shall be submitted in a format which satisfies the requirements of FAR RFO15.4. When certified cost or pricing data are required, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (FAR RFO 15.403-3(c)) as soon as practicable after price agreement is reached.

(f) Allowable overhead, profit, and percentages are given below. These percentage shall be limited to three tiers only and shall be considered to include, but not limited to, all insurance other than FICA, FUTA, SUTA and Workmen's Compensation, field and office supervisors, assistants, and clerical personnel, use of small tools, incidental job burdens, and general office expense. Incidental job burdens include, but are not limited to, review and coordination, and estimating and expediting relative to contract changes that are associated with field and office supervision.

No percentages for overhead and profit shall be allowed on FICA, FUTA, or SUTA.

The percentages of overhead to be allowed by the Contracting Officer will be 10% for all contract changes performed by the Prime Contractor personnel and 5% for all contract change work performed by subcontract personnel.

The percentage for profit to be allowed by IHS will vary according to the nature, risk, extent, and complexity of work involved, but in no case shall exceed 10%. Percentages for overhead and profit will be as follows:

	Overhead	Profit
To subcontractors and/or to the Contractor for work performed with his own forces:	10%	1% - 10%
To subcontractors and/or to the Contractor on work performed by other than his own forces:	5%	1% - 5%

The percentage of profit is to be negotiated. The burden is on the Contractor to propose and justify to the Government the percentage of profit to be paid on each modification to the contract.

ON PROPOSALS INVOLVING BOTH INCREASES AND DECREASES IN THE AMOUNT OF THE CONTRACT, OVERHEAD AND PROFIT WILL BE ALLOWED ON THE NET INCREASES ONLY. ON NET DECREASES, CORRESPONDING OVERHEAD AND PROFIT WILL BE DEDUCTED.

(g) **Time Extension**: When the Contractor submits a change proposal without including a corresponding Time Impact Analysis meeting the requirements of the pertinent Specification Section, the Contractor acknowledges that the particular change order, modifications, delay or contract request does not require an extension of the contract time (or milestone) and the Contractor shall not thereafter be entitled to request or receive any such extension(s).

Delay and Impact Costs: Any proposal for delay and impact costs that is not submitted within fourteen (14) days after completion of the work identified in the change will not be considered. This requirement is in addition to the scheduling updates required for construction of the project. If there are circumstances which prevent the Contractor from ascertaining delay for impact during this time, a status update, including but not limited to a critical path analysis, shall be submitted within this time and at thirty (30) day intervals thereafter, explaining why the Contractor cannot yet know the extent of the impact. If this is not done, a claim for delay will not be considered unless special circumstances are shown. This requirement is necessary to enable the Government to respond to any claims for delay in light of conditions then current.

H.43. Order of Precedence - Requirements, Specifications, Drawings

Resolve any inconsistencies in the Specifications of this solicitation and any resultant contract by giving precedence in the following order:

(a) The Schedule Section B
(b) Section I – Terms & Conditions
(c) Section H – Special Contract Requirements
(d) Section C – Statement of Work/Scope of Work
(e) Drawings
1. Drawings, figured dimensions over scaled dimensions
2. Drawings, large scale contract drawings over small scale contract drawings
3. Schedules on contract drawings over any conflicting notations on contract drawings.
4. Shop Drawings – (The term "Shop Drawings", includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.)

H.44. CONTRACTOR LIABILITY FOR PERSONAL INJURY and/or PROPERTY DAMAGE

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents. The Contractor assumes responsibility for any and all damage and/or injury to persons or property resulting from any action of prime contractor and subcontractor employees (at any tier).
(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and held harmless against claims for damage or injury in such cases.

H.45. Physical Barrier and Access Control

(a) Subject to prior submittal and approval of the IHS, the Contractor shall install or construct a physical barrier between the construction activity/work zone and ongoing hospital/clinic operations. The barrier shall be installed prior to the commencement of all other work and shall control the access of all Contractor personnel to the approved construction activity/work zone. The Contractor must further prohibit all Contractor personnel authorized to perform work under this contract from entering any area of the facility other than those areas where work is being

performed and is cordoned off from facility operations. The barrier shall be removed upon completion of all work and as approved by the IHS.
(b) Failure to adhere to this requirement may result in permanent removal of the Contractor employee found to be outside of the approved construction activity/work zone. Repeated failure to adhere to this requirement may result in termination of this contract for default in accordance with FAR 52.249-10.

H.46. Contractor Employee Security Clearance Responsibilities
(a) The Contractor, at his discretion, is responsible for completing investigations and background checks for all employees, including sub-contractors and their employees that perform work under this contract on the job site. The contractor is responsible for any and all actions of prime contractor and sub-contractor employees (at any tier) permitted physical access to the job site during the performance of work under this contract. The contractor is responsible to ensure all employees' access is limited to authorized work zones.
(b) The Contractor's competent superintendent (See Section I.1, FAR 52.236-6) shall be required to pass an IHS background investigation and security clearance review. At least 10 days prior to work initiating the superintendent will be required to submit the following to the designated IHS Personnel Security Representative:

- Fingerprints (need to be favorably adjudicated)
- Background investigation submitted through e-QIP (requires completion of electronic questionnaire in e- QIP, resume, OF-306 form and the child care addendum form)
- 3 references

H.47. Warranty of Construction
Reference FAR 52.246-21 Warranty of Construction. All warranties the Contractor receives from sub- contractors, manufacturers and suppliers shall be executed in writing for the benefit of the Government. The Contractor shall provide the Contracting Officer copies of all warranties obtained.

H.48. Closeout and Warranty
(a) Operation and Maintenance (O&M) Manuals - 2 hard copies and 1 digital (PDF)
(1) Contractor shall submit all O&M Manuals (2 hard copies and 1 digital (PDF) to the COR prior to the final inspection. Submit draft versions of these items electronically (PDF). Once reviewed and approved, provide deliverables in one (1) three ring binder with section dividers for each deliverable. Final deliverables shall include a CD with all approved deliverables in electronic form (PDF).

(i) The hard-copy manuals shall be delivered in a binder which includes the following:
(ii) Table of contents
(iii) Section dividers to separate each submittal and maintenance instructions for each piece of installed equipment
(iv) All approved submittals and shop drawings
(v) Manufacturer maintenance instructions for all installed equipment.

(b) Warranty Certificates - 2 hard copies and 1 digital (PDF)
Contractor shall provide the Warranty Certificates (2 hard copies and 1 digital (PDF) within 7 days following final inspection.
(1) As-Built Drawings – 1 hard copy
(2) Contractor shall provide the O&M Manuals and Warranty prior to submitting the FINAL Payment request.

H.49. Standards of Manufacture
(a) All recognized regulatory/code standards shall be the latest published edition prior to the contract proposal issue date.

(b) For purpose of establishing the standard of construction and the requirements to be met in the contract, the drawings and these specifications are based on the use of products hereinafter specified, adapted to the installation as required to meet the condition.
(c) Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are equivalent materials and construction and equally adaptable to the conditions as approved by the CO.

H.50 Tribe Requirements –
(a) Contractors are notified that this project will be performed on the Rosebud Indian Reservation. Contractors are required to contact the Oglala Sioux Tribe Tribal Employment Rights Office (TERO) upon receipt of notification of award. Compliance with the tribal employment ordinance is required prior to starting work on any project performed on Tribal Land including payment of associated TERO fees/permits. Utilization of Tribal individuals will be a requirement of hiring goals for a set craft or skill level.
(b) The Contractor is responsible to pay all applicable tribe fees and/or taxes, or applicable requirements that may be incurred as a result of this project and must be included in the firm fixed price offered on the SF1442. Failure to include applicable tribe fees and/or taxes in the firm fixed price shall not constitute grounds for an equitable adjustment after award.
(c) Contractor shall obtain a business license, permits (if required by the tribe) and pay the required fees to the appropriate office of Rosebud Indian Reservation. The general contractor and each subcontractor are required to obtain the business license on each project prior to starting work.
(d) Contact: James Henry Sr, (605) 867-5167, 605-747-2322, james.henry@rst-nsn.gov

(d) **51. Reservation Regulations**
(a) The Contractor, its employees and subcontractors shall become familiar with and obey the regulations of the applicable Indian Reservation including fire, traffic, safety and security regulations while on the Reservation or installation. Those individuals driving motor vehicles shall observe and obey all speed limits posted throughout the reservation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.
(b) Contractor equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

H.52. APPLICABLE WAGE RATES
The applicable Tribal Employment Rights Office (TERO) or the Tribal Office of Labor Relations may require contractors performing work on Tribal land to use TERO or Tribal Office of Labor Relations wage rates for employees working on such projects. However, the Davis Bacon Act applies to all federal contracts and Davis Bacon Act wage rates take precedence to Tribal wage rates under this contract. If the TERO or Tribal Office of Labor Relations insists the Contractor use their wage rates, the Contractor should contact the Contracting Officer for assistance. Applicable Construction Wage Decision for this contract is for Todd County in South Dakota: Refer to the Wage Determination attachment(s) in section J.

End of Section

Section I Clauses

I.1. FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)
This contract incorporates some FAR provisions/clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these two web addresses - This for FAR: https://www.acquisition.gov/far and this for HHSARS: http://www.hhs.gov/policies/hhsar
End of Clause

I.2. Incorporated by reference:
The following clauses are incorporated by reference (see FAR 52.252-2):

CLAUSE	TITLE	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-14	Display of Hotline Poster(s)	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Deviation Aug 2025
52.204-13	System for Award Management Maintenance	Deviation Aug 2025
52.204-14	Service Contracting Reporting Requirements	Deviation Aug 2025
52.204-19	Incorporation by Reference of Representations & Certifications	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Deviation Apr 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Deviation Apr 2026
52.215-2	Audit and Records – Negotiation	Deviation Sep 2025
52.215-8	Order of Precedence -- Uniform Contract Format	Deviation Sep 2025
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	Deviation Sep 2025
52.215-12	Subcontractor Certified Cost or Pricing Data	Deviation Sep 2025
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	Deviation Sep 2025

CLAUSE	TITLE	DATE
52.215-19	Notification of Ownership Changes	Deviation Sep 2025
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications	Deviation Sep 2025
52.215-23	Limitations on Pass-Through Charges	Deviation Sep 2025
52.219-6	Notice of Total Small Business Set-Aside	Deviation Feb 2026
52.219-8	Utilization of Small Business Concerns	Deviation Sep 2025
52.219-28	Post-Award Small Business Program Representation	Deviation Sep 2025
52.222-3	Convict Labor	Deviation Apr 2026
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	Deviation Apr 2026
52.222-6	Construction Wage Rate Requirements (DEVIATION SEP 2025)	Deviation Apr 2026
52.222-7	Withholding of Funds	Deviation Apr 2026
52.222-8	Payrolls and Basic Records	Deviation Apr 2026
52.222-10	Compliance with Copeland Act Requirements	Deviation Apr 2026
52.222-11	Subcontracts (Labor Standards)	Deviation Apr 2026
52.222-12	Contract Termination—Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related	May 2014
52.222-14	Disputes Concerning Labor Standards	Deviation Apr 2026
52.222-15	Certification of Eligibility	May 2014
52.222-35	Equal Opportunity for Veterans	Deviation Apr 2026
52.222-36	Equal Opportunity for Workers with Disabilities	Deviation Apr 2026
52.222-37	Employment Reports on Veterans	Deviation Apr 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations	Deviation Apr 2026
52.222-50	Combating Trafficking in Persons	Deviation Apr 2026
52.222-54	Employment Eligibility Verification	Deviation Apr 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	Deviation Apr 2026
52.222-62	Paid Sick Leave Under Executive Order 13706	Deviation Apr 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	Deviation Apr 2026

CLAUSE	TITLE	DATE
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	Deviation Sep 2025
52.223-5	Pollution Prevention And Right-To-Know Information, Alternate I	May 2024
52.223-23	Sustainable Products and Services	Deviation Sep 2025
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Deviation Aug 2025
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-4	Patent Indemnity-Construction Contracts	Dec 2007
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.228-11	Pledge of Assets	Feb 2021
52.228-12	Prospective Subcontractor Requests for Bonds	Dec 2022
52.228-14	Irrevocable Letter of Credit	Nov 2014
52.228-15	Performance and Payment Bonds-Construction	Jun 2020
52.229-3	Federal, State, And Local Taxes	Feb 2013
52.232-5	Payments under Fixed Price Construction Contracts	May 2014
52.232-16	Progress Payments	Deviation Sep 2025
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.233-1	Disputes Alternate I (Dec 1991)	Deviation Aug 2025
52.233-3	Protest After Award	Deviation Aug 2025
52.233-4	Applicable Law for Breach of Contract Claim	Deviation Aug 2025
52.236-2	Differing Site Conditions	Deviation Jul 2025

CLAUSE	TITLE	DATE
52.236-3	Site Investigation and Conditions Affecting the Work	Deviation Jul 2025
52.236-5	Material and Workmanship	Deviation Jul 2025
52.236-6	Superintendence by the Contractor	Deviation Jul 2025
52.236-7	Permits and Responsibilities	Deviation Jul 2025
52.236-8	Other Contracts	Deviation Jul 2025
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and	Deviation Jul 2025
52.236-10	Operations and Storage Areas	Deviation Jul 2025
52.236-11	Use and Possession Prior to Completion	Deviation Jul 2025
52.236-12	Cleaning Up	Deviation Jul 2025
52.236-13	Accident Prevention	Deviation Jul 2025
52.236-14	Availability and Use of Utility Services.	Deviation Jul 2025
52.236-15	Schedules for Construction Contracts	Deviation Jul 2025
52.236-17	Layout of Work	Deviation Jul 2025
52.236-21	Specifications and Drawings for Construction Alternate I (Apr 1984)	Deviation Jul 2025
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes	Deviation Jun 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)	Deviation Sep 2025
52.246-12	Inspection of Construction	Aug 1996
52.246-21	Warranty of Construction	Mar 1994
52.248-3	Value Engineering -- Construction	Oct 2020
52.249-2	Termination for the Convenience of the Government (Fixed Price) Alternate	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.253-1	Computer Generated Forms	Deviation Sep 2025

I.3. HHSAR CONTRACT CLAUSES

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES: http://www.hhs.gov/policies/hhsar/		
Number	**Title**	**Date**
352.203-70	Anti-Lobbying	Dec 2015
352.208-70	Printing and Duplication	Deviation Feb 2026
352.211-3	Paperwork Reduction Act	Deviation Nov 2025
352.223-70	Safety and health	Dec 2015
352.224-70	Privacy Act	Deviation Feb 2026
352.224-71	Confidential Information	Deviation Feb 2026
352.226-1	Indian Preference	Deviation Mar 2025
352.226-2	Indian Preference Program	Dec 2015
352.226-3	Native American Graves Protection and Repatriation Act	Dec 2015
352.227-11	Patent Rights – Exceptional Circumstances	Sep 2014
352.227-14	Rights in Data – Exceptional Circumstances	Sep 2014
352.227-70	Publications and Publicity	Dec 2015
352.239-74	Electronic Information and Technology Accessibility	Deviation Feb 2026

CLAUSES INCORPORATED IN FULL TEXT –

I.4. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (Deviation SEP 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(3) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405- 5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(4) Orders, regardless of dollar value, that are —

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple- award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(5) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities.

Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause— [Contracting Officer check as appropriate.]

□ By the end of the base term of the contract and then by the end of each subsequent option period; or

X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative

functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

I.5. FAR 52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (Deviation SEP 2025)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None _____ *[Contracting Officer to list applicable excepted materials or indicate "none"]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the

Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of
that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical
components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the

market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration,
the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison					
	Construction Material Description	Unit of Measure	Quantity	Price (dollars)*	
	Item1:				
	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	
	Item2:	_____	_____	_____	
	Foreign construction material	_____	_____	_____	
	Domestic construction material				
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]					

(End of clause)

I.6. 52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any FAR RFO (48 CFR chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.7. HHSAR 352.232-71 Electronic Submission of Payment Requests (RFO Deviation Apr 2026)

(a) Definitions. As used in this clause—
(1) " Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements in FAR 32.905(b) and the applicable payment clause included in this contract.
(b) Submission instructions. Except as provided in paragraph (c) of this clause, the Contractor must submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
(c) Alternate submission procedures. The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
(d) Submission of alternate payment procedures authorization. If alternate payment procedures are authorized, the Contractor must include a copy of the Contracting Officer's written authorization with each payment request.
(End of clause)

I.8. The following notice is provided:
System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals— Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications— Commercial Products and Commercial Services as well as 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

The clauses above can be viewed utilizing the following link until they are incorporated into the FAR: https://www.acquisition.gov/caac-letters

End of Section

Section J Attachments
The following listed attachments are a part of this solicitation and any resultant contract.

J01 SOW Rosebud Lift Station Construction
J02 Block 17 Support Schedule RLSC
J03 Tech Specs RLSC
J04 Wage Det SD20260018 18May2026
J05 Self Performed Calculation Sheet
J06 WH-347 Payrolls Exp 31Jan2028
J07 Release of Claims

The following listed attachments are optional, at the offeror's discretion, to support relevant past performance and experience.

- Optional Company Specialized Experience Form
- Optional Past Performance Questionnaire

End of Section

Section K Representations, Certifications, and Other Statements of Offerors
Provisions Incorporated by Reference:

K.1. FAR 52.252-1 SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/FAR/ (End of Provision)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	Deviation Aug 2025
52.209-7	Information Regarding Responsibility Matters	Deviation Aug 2025
	Reserved	
	Reserved	
	Reserved	

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES: http://www.hhs.gov/policies/hhsar/		
Number	**Title**	**Date**
352.239-73	Electronic Information and Technology Accessibility Notice	Dec 2015

K.2 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Apr 2026)
(a) The Government will not enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that–
(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

K.3. 52.219-1 Small Business Program Representations. (Deviation Feb 2026)
(a) Definitions. As used in this provision-
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.
HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(c) Representations.
(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.
(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]
(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.
(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—
(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.
(End of provision)

End of Section

Section L Instructions, Conditions, and Notices to Offerors or Respondents

L.1. Provisions Incorporated by Reference

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.204-7	System for Award Management	Deviation Aug 2025
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Deviation Sep 2025
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort	Deviation Sep 2025
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	Deviation Sep 2025
52.225-10	Notice of Buy American Requirement-Construction Materials	May 2014
52.232-13	Notice of Progress Payments	Apr 1984

L.2. CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (Deviation Sep 2025)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.
(End of Provision)

L.3 Protests. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Andrew Hart
Supervisory Contracting Officer
Indian Health Service, OEHE/ DES
701 Fifth Ave, Suite 1600
Seattle, WA 98104

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

(End of Provision)

L.5. SITE VISIT (CONSTRUCTION)

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and

Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized **site visit** is scheduled for **12:00 Noon Central Time, 06/23/2026**. Site visit participants will meet at the maintenance shop in the basement of the hospital.
An **online preproposal conference** is scheduled for **11:30 AM Central Time, 06/23/2026**.

- The online preproposal conference can be accessed using the information below:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/260388558964840?p=2BTqoDXA0HHtZaP5Tw

Meeting ID: 260 388 558 964 840
Passcode: 3SN2Gt2r

Need help? | System reference
Dial in by phone
+1 301-228-0167,,147373596# United States, Frederick
+1 505-456-4658,,147373596# United States, Albuquerque
Find a local number
Phone conference ID: 147 373 596#

(End of Provision)

L.6. INTERPRETATION OF SOLICITATION - DISCREPANCIES

(a) The Offeror has a duty to inquire and seek clarification concerning possible ambiguities and/or discrepancies. The Order of precedence for resolving any discrepancies among documents is solicitation document, specifications and drawings, descending in that order.

(b) It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with all obligations shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.

(c) Under no circumstances will any oral statements made be binding upon the Government unless such statements or agreements are issued in writing by the Contracting Officer.

(d) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Contracting Officer. Terms of the solicitation and specification remain unchanged unless the solicitation is amended in writing.

L.7. INQUIRIES (COMMUNICATION WITH THE CONTRACTING OFFICE)

(a) Offerors shall submit all questions concerning this solicitation in writing to the Contracting Officer at daniel.cotto@ihs.gov. Questions should be received **no later than 7 days prior to the proposal receipt date** to allow time for a response. Responses to inquiries received after this date will be at the discretion of the Government. Any responses to questions will be writing included in an amendment to the solicitation, without identifying the questioner. Even if provided in other form, only the question responses included in the amendment to the

solicitation will govern evaluation of offers and performance of the contract. **Information provided with each question should include a specific page, paragraph, clause or definitive citation requiring clarification or concern.**
(b) All inquiry emails shall have the name of firm, address, and contact number included in the text body of the email and be associated with a specific, named individual – first and last name and their position in the firm.
(c) DO NOT directly contact the COR or other Government personnel listed in the Specifications/Drawings. These personnel have been informed to direct all questions by interested offerors to be submitted to the Contracting specialist, at daniel.cotto@ihs.gov.

L.8. PROPOSAL PREPARATION INSTRUCTIONS

(a) The offeror proposal package shall be submitted electronically in PDF format only. No facsimile, or other alternate method of submission will be accepted. Each electronic file submitted as an attachment to an email transmission shall not exceed 8 megabytes in size. If the aforementioned electronic file exceeds 8 megabytes, divide data into separate files so as not to exceed 8 megabytes per file. Due to file size limitations, each electronic file should be attached to a separate email and the subject line of each email shall be named with **75H70126R00030 Rosebud Lift Station Construction** the addition of "email X of X" (e.g. email 1 of 2).

DUE DATE and PROPOSAL FORMAT. Your proposal shall be submitted via email to daniel.cotto@ihs.gov at your earliest convenience but no later than the date and time indicated in Section A, block 13a of the SF1442 unless changed by amendment. **In the absence of the Contracting Officer**, the proposal may be submitted to Andrew Hart and andrew.hart@ihs.gov The Contractor's proposal must be supported by necessary documentation to indicate that adequate planning to accomplish the requirement has been done. **Failure to address any of the requirements herein may result in rejection of the offeror's proposal**.

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR RFO 15.103-2, as supplemented. This is a competitive LPTA best value source selection.

FACTOR 1 Technical (Acceptable/Unacceptable)
FACTOR 2 Past Performance (Acceptable/Unacceptable)
FACTOR 3 Price (Acceptable/Unacceptable)

******The offeror's proposal must contain**:
VOLUME I – NON-PRICE FACTORS
FACTOR 1: Technical:

Submittal Requirements: The offeror shall demonstrate its ability to perform the work described in this solicitation by submitting the following:

a. Experience. Demonstrate a minimum of one project replacing a sewage lift station within the last five years. The offeror shall demonstrate its ability to perform the work described in this solicitation by submitting a minimum of one (1) but no more than five (5) relevant projects that are of similar size, scope and complexity as described in this solicitation that must be at least 75% construction progress complete or completed within six (6) years preceding the date proposals are due. You may choose to utilize the attached

Optional Company Specialized Experience Form which then will also be used for evaluation.

b. Technical approach. The offeror shall submit a narrative describing the project and how the scope of work will be accomplished, addressing the offeror's approach to successful completion of this contract. The Narrative shall include discussion of any construction challenges the Offeror foresees that may jeopardize the successful completion of all contract work to include required construction phasing. The Offeror shall describe the plans for overcoming these challenges. If no challenges are foreseen, then state as such. Any deviation from the solicitation requirements will be considered nonresponsive and evaluated as unacceptable.
    i. The offeror must submit a summary schedule for construction. Include a discussion of how the management and coordination of consultant and subcontractor efforts will be accomplished to support the offeror's technical approach.

Narratives that merely repeat the contract requirements and stating that they will be accomplished, without discussing how the offeror will accomplish the contract requirements may be rated as "UNACCEPTABLE" for this factor.

FACTOR 2 Past Performance:

In accordance with FAR RFO 15.104(b)(3), the Government will evaluate past performance. The Government will use any reliable source to evaluate past performance, including but not limited to, using the Contractor Performance Assessment Reporting System (CPARS). Offerors may submit copies of their CPARS ratings for all projects submitted under Factor 1 Technical. If no past performance history is available for your submitted projects in CPARS, you may choose to utilize the optional attached Past Performance Questionnaire (PPQ) which then will also be used for evaluation.

Projects submitted under Factor 1 shall also include consideration under this Factor by either a PPQ submission or information obtained in CPARS. The Government may decide to evaluate more than five (5) CPARS/PPQs. Government databases may be checked and previous customers and/or evaluators may be contacted as references or verification of performance. All performance ratings shall be considered for all submitted CPARS/PPQs. The Government reserves the right to evaluate past performance information on proposals submitted in response to this solicitation from any available source.

All projects submitted on a Past Performance Questionnaire (PPQ) must be at least 75% construction progress complete or completed within six (6) years preceding the date proposals are due.
The optional PPQ attachment is provided so that Offerors may submit to the client for each project submitted in Factor 1, if such information is not provided in CPARS. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal, but are not required. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, daniel.cotto@ihs.gov, via email prior to proposal closing date. Offerors shall not include nor incorporate by reference into their proposal PPQs previously submitted for other RFPs. This does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. While the Government may elect to consider data from any and all other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.
Offerors may provide any information on problems encountered and the corrective actions taken

on projects submitted under Factor 1. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance awards or additional information submitted will not be considered.

VOLUME II – PRICE PROPOSAL
FACTOR 3: Price:

Submittal Requirements:

1. A **cover letter** that shall include:
   (a) The Solicitation number;
   (b) The name, addresses, telephone numbers, and e-mail addresses of the offeror.
   (c) SAM Unique Entity Identifier (UEI) and Cage code
   (d) Names, titles, phone numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation, and;
   (e) Name, title, and signature of person authorized to sign the proposal.
2. **Price Proposal:** The proposal shall be a Firm Fixed price proposal for the items listed above in Section B and the following shall be submitted as part of the Price Submittal:
   (a) The Proposal Form (Standard Form 1442), Page 2, Blocks 14-20c, is to be filled out and executed fully. Any and all solicitation amendments require acknowledgement in Block 19 of the SF1442.

   All proposal pricing information submitted by Offerors is for the exclusive use of the Government.

   (b) A copy of the Bid Bond (see I.2. FAR 52.228-1 Bid Guarantee). A scanned copy is acceptable. Form can be found on the GSA website at: https://www.gsa.gov/forms-library/bid-bond
   (c) Fully complete and submit Section K (in its entirety) **OR SAM.gov** profile printout.
   (d) Fully complete and submit **attachment J05 Self Performed Calculation Sheet** in accordance with FAR 52.219-14, Limitations On Subcontracting.
      (1) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for *Construction by General Contractors*. The concern will **perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees**.

   Each Offeror's price proposal must be based on the Offeror's own technical proposal, the Government's specifications, and be inclusive of all other contractual requirements.

   The Government expects that this contract will be awarded based upon adequate price competition. If necessary to support the determination of price fairness and

reasonableness, the contracting officer reserves the right to request pricing information. The Offeror shall be prepared to provide cost breakdowns for each line item of the schedule to support proposed prices upon request by the Contracting Officer. Requested information to support pricing may include, but not be limited to, the following:

(1) Direct labor salary/wage information with associated payroll expenses, for personnel to be used in performance of the work;

(2) Staging costs;

(3) Subcontractor costs;

(4) Cost for equipment, supplies, and consumable materials;

(5) A breakout of related support costs, such as equipment maintenance, rental, transportation, bond cost and fees, insurance, etc.;

(6) Overhead costs;

(7) General Administrative expenses;

(8) Profit

The Government reserves the right to request additional pricing information during subsequent discussions or negotiations as necessary in order to determine prices are fair and reasonable.

Certifications and Representations: Offeror's Certifications and Representations will be obtained from the United States federal government's System for Award Management (SAM) database, prior to award. The Offeror shall ensure information is current in SAM prior to the response due date. The Offeror shall ensure self-certification as small business status under NAICS Code 237110, size standard $45 million prior to response due date. Anomalies and inconsistencies found in the Offeror's Certifications and Representations may result in deeming the Offeror's proposal non-responsive.

Joint ventures, SBA Mentor – Protégé, or other teaming proposals shall clearly identify the roles and level of participation of each firm in the proposed work and shall include the Small Business Administration approval of Small Business status of the offering business entity. Small Business Administration approval of Small Business status shall be included with the proposal submission. Failure to include SBA certification of small business status for purposes of this solicitation with submission of the proposal may result in rejection of the offer.

Joint Venture Agreement:

(1) All offers submitted by joint ventures must include a copy of the joint venture agreement which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.

(2) An authorized representative of each member of the joint venture must sign the submission accompanying an offer regardless of any agency relationship established between the members.

SBA Mentor – Protégé Agreement:

If a business concern is contemplating an 8(a) Mentor-Protégé Joint Venture on this construction contract, evidence shall be provided from the Offeror that the Mentor-Protégé Agreement has been submitted and approved by the Small Business Administration (SBA) by the closing date of RFP submission. All Mentor-Protégé Joint Ventures must be in accordance with SBA requirements.

Mentor-Protégé Joint Ventures applications must be approved by the Mentor-Protégé's cognizant SBA office on or before the date that proposals are due. Failure to demonstrate SBA approval of the Mentor-Protégé Joint Venture with the proposal may result in rejection of the offer.

The offeror shall submit Volume II by email, marked as such.

52.252-5 Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any FAR RFO (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of provision)

End of Section

SECTION M: Evaluation Factors for Award

M.1. EVALUATION FACTORS FOR AWARD

One Contract. The Government intends to award one (1) firm-fixed-priced contract resulting from this solicitation.

LPTA. The award will go to the lowest priced offer who submits a proposal that is rated "Acceptable" when reviewed against all of the evaluation factors outlined in the RFP in accordance with FAR RFO 15.103-2, as supplemented. This is a competitive LPTA best value source selection.

Evaluation Process. The evaluation process will be as follows:

1. The Government will sort the proposals by price based on the amount included in Block 17 of the SF-1442 of this solicitation.
2. The Government will evaluate the lowest-priced offer first to determine if it is acceptable.
   a. If acceptable, the evaluation process will stop and the award will be made to that offeror.
   b. If the lowest-priced offer is not acceptable, the Government will evaluate the next lowest-priced offer until an acceptable offer is found.
3. **Award Without Negotiations**. The Government intends to evaluate offers and award without Negotiations.
4. **Clarifications**. The Government reserves the right to ask for clarifications from the lowest-priced offeror being evaluated without approaching other offerors.
5. **Negotiations**. The Government reserves the right to enter into discussions/negotiations with the lowest-priced offeror being evaluated without approaching other offerors.

M.2. Evaluation Factors:

FACTOR 1 Technical (Acceptable/Unacceptable)
FACTOR 2 Past Performance (Acceptable/Unacceptable)
FACTOR 3 Price

Volume 1 -Technical Proposal

Factor 1 - Technical: Measures the Offeror's ability to perform the requirements on an Acceptable/Unacceptable basis. To achieve an Acceptable rating, the proposal must:

1. Demonstrate at least one recent and relevant experience similar in size, scope, and complexity to the requirement described in this solicitation; and
2. The narrative with summary schedule shall demonstrate an appropriate technical approach for this project.
3. Where brand names are referenced, they establish a standard of quality and performance. Offerors may propose equal products that meet or exceed the specified functional and performance requirements. The Government will evaluate equality based on technical compatibility, performance, and integration with the system.

Factor 2 Past Performance: Measures the risk of non-performance. Rated as "ACCEPTABLE" or "UNACCEPTABLE".
The basis of evaluation will be the degree to which past performance evaluations (to include PPQs if applicable) and all other past performance information reviewed by the government (i.e., CPARS, FAPIIS, eSRS, performance recognition documents, etc.) reflect a trend of satisfactory performance. Evaluation of this factor will be an assessment of the overall past

performance record.

Offerors need not submit for this factor; but if they choose to, offerors shall submit past performance information on relevant projects that are at least 75% construction progress complete or completed within five (5) years preceding the date proposals are due on projects submitted under Factor 1. The Government may seek all relevant performance information on all responsive and otherwise Technically Acceptable Offerors through sources such as CPARS or other government databases and other sources that are available. The Government shall not be limited in its search for performance data.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR RFO 15.202(c). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “ACCEPTABLE.”

M.3. VOLUME II: PRICE

FACTOR 3: Price:

Factor 3 Price. The Government will evaluate price based on the amount included in block 17 of the SF-1442. In accordance with FAR RFO 15.202(d), the Contracting Officer must be able to determine the price as fair and reasonable to issue the award.

Failure to address any of the VOLUME II (Price Proposal) Submittal Requirements may result in an “UNACCEPTABLE” rating, and the proposal may not be considered for further evaluation.

End of Section