SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H70126Q00030	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	7/16/2026	1 27

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		PO-21-C87

7. ISSUED BY CODE

Indian Health Service (IHS)
Division of Engineering Services
(DES) - Dallas
1301 Young Street, Suite 106-840
Dallas, TX 75202

8. ADDRESS OFFER TO

See Block 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Robert Miller	Robert.Miller2@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)*

This Request for Quotations (RFQ) is being solicited as 100% Small Business Set Aside under NAICS 237110, Water and Sewer Line and Related Structures Construction with a size standard of $45.0 million.

PROJECT TITLE: S. DeGoede Well (COW) - Lewis County

LOCATION: 297 DeGoede Drive, Mossyrock, Washington 98564-9526

ESTIMATED MAGNITUDE OF CONSTRUCTION: The estimated magnitude of the proposed construction is between $25,000 and $100,000.

PERFORMANCE PERIOD: The performance period for this contract is 90-calendar days from issuance of the Notice to Proceed (NTP).

SITE VISIT: See Section L, Paragraph L.3.

11. The contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. *(See* **Section F.1.** *).*

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

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 2:00pm CDT ***(hour)*** local time 8/18/2026 (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.3

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

See Block 7

27. PAYMENT WILL BE MADE BY

Portland Area Indian Health Service
1414 N.W. Northrup, Suite 800
Portland, OR 97209

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *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)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

SECTION B. PRICE SCHEDULE

B.1. PRICE SCHEDULE ***(Offeror fill-in)***

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Mobilization/Demobilization	1	LS	$	$
0002	Well Drilling for 6" Casing	400	LF	$	$
0003	Well Casing: 6" Steel	400	LF	$	$
0004	Sanitary Grout (Surface Seal)	418	LF	$	$
0005	Well Screen (as needed)	5	LF	$	$
0006	Well Development	2	HR	$	$
0007	Test Pumping	1	LS	$	$
0008	Disinfection and Water Quality Analysis	1	LS	$	$
	OPTIONAL ITEMS				
0009	Well Liner: 4.5" PVC	100	LF	$	$
0010	Well Abandonment (as needed)	1	LS	$	$
				TOTAL FIRM FIXED PRICE	**$**

KEY: CY = Cubic Yard; EA = Each; HR = Hour; LF = Linear Feet; and LS = Lump Sum

B.2. Incidental Payment Items: The intent of the contract is to provide for the complete work of the project described in the contract. Unless otherwise provided, the contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies, and perform all work required to complete the project in accordance with the drawings, specifications, and provisions of the contract. All other work and materials will be considered as incidental to and included in the payment for items shown.

B.3. SF1442, Block 24: HHSAR 352.232-71, Electronic Submission of Payment Requests (APR 2026) (RFO Deviation) has been added in full text in Section I. The Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) at www.ipp.gov.

B.4. Wage Determination: U.S. Department of Labor Wage Determination wages shall be paid for all applicable labor categories for each price schedule line item and should be included in all pricing in accordance with FAR 52.222-6, Construction Wage Rate Requirements. The applicable Wage Determination is included as an attachment in Section J. The most current version of the applicable Wage Determination will be included at time of award.

B.5. Bid Bond: A Bid Guarantee **IS NOT** required.

B.6. Payment and Performance Bonds **ARE NOT** required in accordance with FAR 28.102-2.

B.7. FAR Clause 52.228-13, Alternative Payment Protections **is NOT applicable.**

B.8. Questions regarding the solicitation and project must be submitted in writing to Robert Miller, Contracting Officer, via e-mail at Robert.Miller2@ihs.gov. Questions will be accepted up to **7 days before quote due date**. The Government is not obligated to answer any questions submitted after this date.

B.9. Quote Due Date: Quotes are to be submitted via e-mail to the assigned Contract Specialist/Contracting Officer by the date and time indicated in Block 13 of the SF1442.

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

Solicitation No:	75H70126Q00030
Project Location:	297 DeGoede Drive Mossyrock, WA 98564 Lewis County
Project No:	PO-21-C87
Statement of Work:	See Attachment 1

END OF SECTION

SECTION D. PACKAGING AND MARKING

All shipments of materials, equipment and/or supplies to the project site must be addressed to the contractor and not the Indian Health Service. Preservation, packaging and packing must 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.

Equipment and materials provided by the contractor must be new and, where appropriate, must arrive on-site sealed in original manufacturer's containers. The Government reserves the right to refuse any items it determines to not meet these requirements.

END OF SECTION

SECTION E. INPSECTION AND ACCEPTANCE

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

FEDERAL ACQUISITION REGULATION (FAR)

CLAUSE	TITLE	DATE
52.246-12	Inspection of Construction	AUG 1996

END OF SECTION

SECTION F. DELIVERIES AND PERFORMANCE

F.1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall 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 within **90** calendar days of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises. Performance time will include submittals and approvals.

F.2. SUPERINTENDENT ON SITE

The contractor shall ensure that the Project Superintendent is on site at all times work is being performed by the contractor or subcontractor(s). 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.

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.

F.3. 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.

END OF SECTION

SECTION G. CONTRACT ADMINISTRATION DATA

G.1. CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2. CONTRACTING OFFICER'S REPRESENTATIVE

(a) **[TO BE ASSIGNED BY SEPARATE LETTER AT CONTRACT AWARD]** is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COR is located at: see separate letter at contract award

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(c) **The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions**. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

G.3. 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 proposal with value(s) for each principal category of the work which when added together equal the total contract price. A sample format is available from the Contracting Officer upon request. The following is the detail required by the Contracting Officer:

(1) The principle 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 included and shall be at least 20 percent of the mobilization cost. 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 Designated Billing Office. Use of a format that complies with all of the requirements of the "Payments" clause of the contract is mandatory. A sample format is available from the Contracting Officer.
(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 billing office.

(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, delivery of extra stock material, etc.

G.4. CERTIFICATION OF PAYMENTS – RELEASE OF CLAIMS (ROC)
The Contractor, when submitting final payment under this contract, shall submit to the Contracting Officer:

(a) A certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him, to any subcontractors and suppliers in accordance with established contractual arrangements; and

(b) A properly executed Contractor's Release. The Release of Claims form is available from the Contracting Officer. **Failure to submit this completed release will result in a delay of final payment.**

G.5. INVOICE REQUIREMENTS
(a) Invoices must be prepared and submitted and will be paid in accordance with the following FAR clauses specified in Section I:

(1) FAR 52.232-5, Payments Under Fixed -Price Construction Contracts (May 2014)
(2) FAR 52.232-27, Prompt Payment for Construction Contracts (Jan 2017)
(3) FAR 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
(4) FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
(5) HHSAR 352.232-71, Electronic Submission of Payment Requests (Mar 2022)

(b) Progress payments will be authorized for this project.

(c) The final invoice must be marked "Final" and be accompanied by a Release of Claims form, which states the final payment as outstanding, in the Remarks field. The Release of Claims form is available from the CO. Final payment will be made within 30 Calendar days upon receipt of a properly executed invoice.

(d) 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—Upon receipt of accelerated payments from the Government, the contractor shall make accelerated payments to its small business subcontractors under this contract, 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. ADDRESS FOR CORRESPONDENCE
It is the intent of the Government to use electronic means as much as possible while administering this contract.

Most correspondence should be sent via email directly to the Contracting Officer and COR. If sending documents via postal mail, include the Contract Number on all correspondence. Overnight Mail and U.S. Mail must be sent to the Contracting Officer, unless otherwise specified, at the following address:

Indian Health Service – Portland Area
1414 NW Northrup St., Suite 800
Portland, OR 97209

G.7. IDENTIFICATION OF CONTRACTOR EMPLOYEES
Identification (ID) Badges. The contractor shall provide each employee 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 will approve the ID badge template before the contract start date.

Display of ID Badges. Contractor personnel shall wear the ID badge at all times when performing work under this contract on site and when attending Government meetings and conferences off-site. Unless otherwise specified, 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.

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.

G.8. TEST RESULTS
The contractor must submit all results of test(s) required by the contract to the COR/Project Manager for review.

G.9. PERMITS AND CERTIFICATES
The contractor must submit a copy of all permits and certificates as required by the contract to the COR/Project Manager.

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.

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 as an excluded party within the System for Award Management (SAM) 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://www.sam.gov/SAM/
(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 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. 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.4. WORK HOURS AND ACTIVE GOVERNMENT OPERATIONS

Normal work days and hours are Monday through Friday, 7:00 am to 5:00pm excluding federal holidays for occupied facilities and no set times or days for unoccupied spaces. The contractor shall notify the COR a minimum of 72 hours in advance of arriving on site to complete work and check in with the COR upon arrival. A minimum of 48 hours of advance notice is required for special request to work outside of normal work hours.

H.5. 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.6. OPERATION AND STORAGE AREAS

Reference FAR 52.236-10 Operations and Storage Areas. The contractor shall coordinate its operations and storage with the COR.

H.7. ACCIDENT PREVENTION

Reference FAR 52.236-13 Accident Prevention. The contractor shall submit for approval a written Safety and Accident Prevention Plan showing how they will comply with FAR 52-236-13. The contractor shall also designate in writing the individual who is responsible for identifying and correcting safety hazards or violations on the job site.

H.8. AVAILABILITY OF UTILITY SERVICES

Reference FAR 52.236-14 Availability and Use of Utility Services. The Government anticipates that the proposed work will place a small demand on available utility services and therefore will not charge the contractor for their use.

H.9. PRECONSTRUCTION CONFERENCE
The Contracting Officer will conduct a preconstruction conference. Location is TBD upon award, but will most likely be at the held virtually or site. The Contracting Officer, COR, and contractor are required to participate. The Contracting Officer may designate required attendance for subcontractors. The Contracting Officer and COR may attend the conference via conference or video call.

H.10. 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.11. SALVAGE
The Government does not assume responsibility for any loss or damage to materials removed and not reused under the contract that become the property of the contractor.

H.12. 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.13. EXISTING WORK
(a) Existing work shall be cut, drilled, altered, removed or temporarily removed and replaced for performance of work under the contract. 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. Corrective work, directed by the Contracting Officer will be subject to adjustment of the contract in accordance with FAR 52.236 2, "Differing Site Conditions."

H.14. WARRANTY OF CONSTRUCTION
Reference FAR 52.246-21 Warranty of Construction. All warranties the contractor receives from subcontractors, manufacturers and suppliers shall be executed in writing for the benefit of the Government. The contractor shall provide the COR with copies of all warranties obtained.

H.15. AS BUILT DRAWINGS
The contractor shall maintain during the progress of the work one (1) set of completed and up to date blue line drawings, which shall be available for inspection by the Contracting Officer 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. As built shall be submitted for review/approval as a condition precedent to the request for final inspection of the work.

H.16. EQUITABLE ADJUSTMENTS DUE TO CHANGES
(a) The contractor shall submit a proposal for all changes in the work within 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 30 days.

(e) Should a proposal cost exceed the certified cost or pricing data threshold or is required for a lesser amount at the direction of the Contracting Officer for a change, certified cost or pricing data should be submitted in a format which satisfies the requirements of FAR 15.4. When certified cost or pricing data are required, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (FAR 15.406-2) as soon as practicable after price agreement is reached.

(f) Allowable overhead, profit, and percentages are given below. These percentages 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 its own forces:	10%	1%-10%
To subcontractors and/or to the Contractor on work performed by other than its 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).

(h) Delay and Impact Costs: Any proposal for delay and impact costs that is not submitted within 60 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 60 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.17. 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:**

1. 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.

2. General Liability: Bodily injury liability insurance coverage written on the comprehensive form of a policy of at least **$500,000** per occurrence.

3. 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.18. EMPLOYEE APPEARANCE
The contractor must 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. All contractor/subcontractor employees working under this contract must be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment.

H.19. REMOVAL OF EMPLOYEES/SUBCONTRACTORS
All work under this contract must be performed in a skillful and workmanlike manner. The Contracting Officer may require in writing that the contractor immediately remove from the work site any employee of the contractor, and employee of the subcontractor, or the subcontractor, if the Contracting Officer deems that a person or company is incompetent, careless, or otherwise objectionable. The use of, or possession of any alcohol or illegal drugs, is cause for immediate removal from the project.

H.20. 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.21. CONTRACTOR EMPLOYEE SECURITY CLEARANCE RESPONSIBILITIES
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.

H.22. 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.23. CONTRACTOR DAILY REPORT

(a) **The Contractor shall prepare and file a "Contractor's Daily Report", for each work day of contract performance for this contract.**

(b) The daily reports shall be delivered not later than COB the following day via email to the Contracting Officer and the COR or other designated individuals identified by the Contracting Officer unless otherwise directed.

(c) Each daily report shall include prime contractor and sub-contractor at any tier, personnel on the site, brief description of work performed, equipment on site, tests performed, weather conditions and summary of general activities of the day.

(d) Reports shall be chronologically numbered, and submitted by the designated representative of the Contractor.

H.24. INSTRUCTIONS FOR SUBMISSION OF PAYROLLS

(a) **One copy of all <u>payrolls</u> pertaining to the work (including payrolls of all subcontractors performing work on the job) will be <u>submitted weekly</u> to the procurement office 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.

END OF SECTOIN

SECTION I. CONTRACT CLAUSES

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

For deviated provisions or clauses, (i.e., any provisions or clauses marked with "(DEVIATION) (RFO [DATE])"), utilize the RFO FAR model deviation text at RFO FAR part 52: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

FEDERAL ACQUISITION REGULATION (FAR)

CLAUSE	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance (DEVIATION) (RFO NOV 2025)	Oct 2018
52217-5	Evaluation of Options (RFO Sep 2025)	Apr 1984
52.219-6	Notice of Total Small Business Set-Aside (DEVIATION) (RFO NOV 2025)	Nov 2020
52.219-28	Post-Award Small Business Program Representation (DEVIATION) (RFO NOV 2025)	Jan 2025
52.222-3	Convict Labor (DEVIATION) (RFO NOV 2025)	Jun 2003
52.222-6	Construction Wage Rate Requirements (DEVIATION) (RFO NOV 2025)	Aug 2018
52.222-7	Withholding of Funds (DEVIATION) (RFO NOV 2025)	May 2014
52.222-8	Payrolls and Basic Records (DEVIATION) (RFO NOV 2025)	Jul 2021
52.222-9	Apprentices and Trainees (DEVIATION) (RFO NOV 2025)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements (DEVIATION) (RFO NOV 2025)	Feb 1988
52.222-11	Subcontracts (Labor Standards) (DEVIATION) (RFO NOV 2025)	May 2014
52.222-12	Contract Termination — Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards (DEVIATION) (RFO NOV 2025)	Feb 1988
52.222-15	Certification of Eligibility	May 2014
52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION) (APR 2026)	Apr 2026
52.223-2	Affirmative Procurement of Bio based Products Under Service and Construction Contracts (DEVIATION) (RFO NOV 2025)	Sep 2013
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (DEVIATION) (RFO NOV 2025)	Jun 2000
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance – Work on Government Installation	Jan 1997
52.228-14	Irrevocable Letter of Credit	Nov 2014
52.229-3	Federal, State, And Local Taxes *As a reminder all quoters are responsible for allowing for all applicable state, local and tribal taxes and fees within their bids and to perform their own due diligence in ascertaining them. Failure to do so will not constitute a request for an equitable adjustment to the contract price.*	Feb 2013
52.232-5	Payments under Fixed Price Construction Contracts	May 2014
52.232-16	Progress Payments (DEVIATION) (RFO NOV 2025)	Nov 2021
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
52.233-1	Disputes (DEVIATION) (RFO NOV 2025)	May 2014
52.236-2	Differing Site Conditions (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-5	Material and Workmanship (DEVIATION) (RFO AUG 2025)	Apr 1984

52.236-6	Superintendence by the Contractor (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-7	Permits and Responsibilities (DEVIATION) (RFO AUG 2025)	Nov 1991
52.236-8	Other Contracts (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-10	Operations and Storage Areas (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-11	Use and Possession Prior to Completion (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-12	Cleaning Up (DEVIATION) (RFO AUG 2025)	Apr 1984
52.236-13	Accident Prevention (DEVIATION) (RFO AUG 2025)	Nov 1991
52.236-21	Specifications and Drawings for Construction (DEVIATION) (RFO AUG 2025)	Feb 1997
52.240-91	Security Prohibitions and Exclusions (DEVIATION) (RFO NOV 2025)	
52.242-14	Suspension of Work	Apr 1984
52.243-5	Changes and Changed Conditions (DEVIATION) (RFO JUL 2025)	Apr 1984
52.246-21	Warranty of Construction	Mar 1994
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form)	Apr 1984
52.249-10	Default (Fixed-Price Construction)	Apr 1984

HEALTH AND HUMAN SERVICES ACQUISITION REGULATION

CLAUSE	TITLE	DATE
352.223-70	Safety and Health	December 18, 2015
352.226-1	Indian Preference (DEVIATION) (Mar 2025)	December 18, 2015
352-226-3	Native American Graves Protection Repatriation Act	December 18, 2015

FAR 52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (NONCOMMERCIAL) (DEVIATION) (RFO APR 2026)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(c) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(d) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies

provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(e) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(End of clause)

FAR 52.217-6 OPTION FOR INCREASED QUANTITY (MARCH 1989) (DEVIATION SEP 2025)
The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **3 days**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.
(End of clause)

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

FAR 52.225-9 BUYAMERICAN - CONSTRUCTION MATERIALS (DEVIATION) (RFO NOV 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. 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:
_____*[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 or Balance of Payments Program.
(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)***
Item 1:				
Foreign construction Material				
Domestic construction material				
Item 2:				
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)

HHSAR 352.232-71, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2026) (RFO Deviation)
(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 identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, **the Contractor shall 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) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.
(End of Clause)

END OF SECTION

SECTION J. LIST OF ATTACHMENTS

J01 Statement of Work
J02 Technical Specifications
J03 Aerial View DeGoede
J04 Site plan DeGoede
J05 Measure and Payment
J06 Wage Determination: WA20260051, dated 05/18/2026

To be provided at time of award:
J07 WH347 Payroll Form *(to be submitted weekly)*
J08 Release of Claims Form *(to be submitted with final invoice)*

END OF SECTION

SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The following provisions are incorporated by reference (see FAR 52.252-2):

FEDERAL ACQUISITION REGULATION (FAR)

CLAUSE	TITLE	DATE
52.204-7	System for Award Management – Registration (DEVIATION) (RFO NOV 2025)	
52.204-19	Incorporation by Reference of Representations & Certifications	Dec 2014

****NOTE:** 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 this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

END OF SECTION

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

The following provisions are incorporated by reference (see FAR 52.252-2):

FEDERAL ACQUISITION REGULATION (FAR)

CLAUSE	TITLE	DATE
NONE		

FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF WORK (DEVIATION) (RFO NOV 2025)
(a)(1) The offeror must notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror must request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror must request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.
(End of Provision)

FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014)
(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
I *Evaluation of offers.*
(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
(d) *Alternate offers.*
(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs I and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph I of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.
(End of Provision)

FAR 52.233-2 SERVICE OF PROTEST (DEVIATION) (RFO NOV 2025)
(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.
(End of Provision)

L.1. 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.2. INQUIRIES (COMMUNICATION WITH THE CONTRACTING OFFICE)
(a) **Offerors shall submit all questions concerning this solicitation in writing to the Contracting Officer, Robert Miller, at Robert.Miller2@ihs.gov**. Questions should be received no later than **7 days prior to quote/proposal due 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 made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. 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. These personnel have been informed to direct all questions by interested offerors to be submitted to the Contracting Officer, Robert Miller, at Robert.Miller2@ihs.gov.

L.3. SITE VISIT
(a) 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.**

(b) **Site visits may be scheduled** by contacting the homeowner directly: Samantha DeGoede; Email of samonella_b@hotmail.com; or phone at 360-269-5750

(c) Participants will meet at: **Samantha DeGoede**
297 DeGoede Drive
Mossyrock, WA 98564-9526
Lewis County

L.4. QUOTATION SUBMISSION REQUIREMENTS
The quote shall include the following:
1. Complete SF1442, blocks 14-20c. Any and all solicitation amendments require acknowledgement in Block 19 of the SF1442; and
2. Section B, Price Schedule shall be filled out in its entirety.
3. Driller must be licensed in the State of Washington.

L.5. DUE DATE AND FORMAT
The offeror's quotation shall be submitted electronically in PDF format **via email to Robert.Miller2@ihs.gov** at your earliest convenience but **no later than August 18, 2026 at 2:00pm CDT** unless changed by amendment.

END OF SECTION

SECTION M. EVALUATION FACTORS FOR AWARD AND AWARD DETERMINATION

The following provisions are incorporated by reference (see FAR 52.252-2):

FEDERAL ACQUISITION REGULATION (FAR)

CLAUSE	TITLE	DATE
	None	

M.1. EVALUATION FACTORS FOR AWARD

The evaluation for this award will be based on price and the quoter's compliance with the terms and conditions for this request for quotes; see Section L. The quoter shall possess all necessary certifications to perform the work specified in Section C in order to be eligible for award. Prices quoted must reflect the quoter's understanding of the requirement, ability to perform, and be considered fair and reasonable to the Government.

The quote shall include the following:
1. Complete SF1442, blocks 14-20c. Any and all solicitation amendments require acknowledgement in Block 19 of the SF1442; and
2. Section B, Price Schedule shall be filled out in its entirety.
3. Driller must be licensed in the State of Washington.

Price is the discriminating factor for award among offers. The Total Firm Fixed Price listed in block 17, include Option Items, of the SF1442 will be utilized for the overall price evaluation.

END OF SECTION