SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 36

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 75H71026Q00247

6. SOLICITATION ISSUE DATE: 08/11/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: WHITNEY SHORTY

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/LOCAL TIME: 09/01/2026 1700 MT

9. ISSUED BY CODE 29

Navajo Area Office
PO Box 9020
Window Rock AZ 86515

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238330

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE IHSTSAILE

IHSTSAILE
P.O. Box C21
Tsaile AZ 86556

16. ADMINISTERED BY CODE 29

Navajo Area Office
PO Box 9020
Window Rock AZ 86515

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a request for quote for floor Replacement of the Tsaile Health Center's Pharmacy department including removal of existing equipment, purchase and installation of new equipment, flooring replacement, and other related services in accordance with Attachment A - Statement of Work. Period of Performance: 09/07/2026 to 12/31/2026				
1	Labor Hours per Trade $_____ Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: TANYA M. JOHNSON

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery: 12/31/2026				
2	Material Cost $_____				
3	Equipment Charge $_____				
4	Mobilization to/from site/fuel $_____				
5	Navajo Nation tax 6% $_____				
6	Total $_____				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SECTION B – CONTINUATION OF SF-1449

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SECTION C – CONTRACT CLAUSES

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025 (DEVIATION)

The following Federal Acquisition Regulation clauses also apply:

☐	52.203-3	GRATUITIES	APR 1984
☐	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alt I	NOV 2021
☐	52.203-12	LIMITATION OF PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
☐	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
☐	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
☒	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
☒	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
☐	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
☒	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	NOV 2025 (DEVIATION)
☐	52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	NOV 2025 (DEVIATION)
☐	52.204-91	CONTRACTOR IDENTIFICATION	NOV 2025 (DEVIATION)
☐	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2025 (DEVIATION)
☐	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	NOV 2025 (DEVIATION)
☒	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2025 (DEVIATION)
☐	52.213-1	RESERVED	
☐	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD	NOV 2025 (DEVIATION)
☐	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2025 (DEVIATION)
☐	52.219-6 Alt I	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I	NOV 2025 (DEVIATION)

☐	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	NOV 2020
☐	52.219-7 Alt I	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I	MAR 2020
☐	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
☐	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2025 (DEVIATION)
☐	52.219-9 Alt I	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.219-9 Alt II	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE II	NOV 2025 (DEVIATION)
☐	52.219-9 Alt III	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE III	NOV 2025 (DEVIATION)
☐	52.219-9 Alt IV	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE IV	NOV 2025 (DEVIATION)
☐	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	MAR 2020
☐	52.219-13 Alt I	RESERVED	
☐	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	NOV 2025 (DEVIATION)
☐	52.219-27	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM	NOV 2025 (DEVIATION)
☒	52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION	NOV 2025 (DEVIATION)
☐	52.219-28 Alt I	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
☐	52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	NOV 2025 (DEVIATION)
☐	52.219-33	NONMANUFACTURER RULE	NOV 2025 (DEVIATION)
☒	52.222-3	CONVICT LABOR	NOV 2025 (DEVIATION)
☒	52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	AUG 2018
☒	52.222-7	WITHHOLDING OF FUNDS	May 2014
☒	52.222-8	PAYROLLS AND BASIC RECORDS	NOV 2025 (DEVIATION)
☒	52.222-9	APPRENTICES AND TRAINEES	NOV 2025 (DEVIATION)
☒	52.222-10	COMPLIANCE AND COPELAND ACT REQUIREMENTS	NOV 2025 (DEVIATION)

☒	52.222-11	SUBCONTRACTS (LABOR STANDARDS)	NOV 2025 (DEVIATION)
☒	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	NOV 2025 (DEVIATION)
☒	52.222-15	CERTIFICATE OF ELIGIBILITY	May 2014
☒	52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	NOV 2025 (DEVIATION)
☐	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	NOV 2025 (DEVIATION)
☒	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	NOV 2025 (DEVIATION)
☐	52.222-36 ALT I	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES, WITH ALTERNATE I	JUL 2014
☐	52.222-37	EMPLOYMENT REPORTS ON VETERANS	NOV 2025 (DEVIATION)
☐	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	NOV 2025 (DEVIATION)
☐	52.222-41	SERVICE CONTRACT LABOR STANDARDS	NOV 2025 (DEVIATION)
☐	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV 2025 (DEVIATION)
☐	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT	NOV 2025 (DEVIATION)
☒	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2025 (DEVIATION)
☐	52.222-50 Alt I	COMBATING TRAFFICKING IN PERSONS	NOV 2025 (DEVIATION)
☐	52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	NOV 2025 (DEVIATION)
☒	52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026	NOV 2025 (DEVIATION)
☒	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	NOV 2025 (DEVIATION)
☒	52.222-90	ADDRESSING DEI DISCIMINATION BY FEDERAL CONTRACTORS	APR 2026 (DEVIATION)
☒	52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	NOV 2025 (DEVIATION)

☒	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
☐	52.223-11	OZONE-DEPLETING SUBSTANCES	NOV 2025 (DEVIATION)
☐	52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	NOV 2025 (DEVIATION)
☐	52.223-23	SUSTAINABLE PRODUCTS	NOV 2025 (DEVIATION)
☐	52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
☐	52.224-2	PRIVACY ACT	APR 1984
☐	52.224-3	PRIVACY TRAINING	JAN 2017
☐	52.224-3 ALT I	PRIVACY TRAINING, WITH ALTERNATE I	JAN 2017
☒	52.225-1	BUY AMERICAN-SUPPLIES	NOV 2025 (DEVIATION)
☐	52.225-1 Alt I	BUY AMERICAN-SUPPLIES, WITH ALTERNATE I	OCT 2022
☐	52.225-3	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	NOV 2025 (DEVIATION)
	52.225-3 ALT I	RESERVED	
☐	52.225-3 Alt II	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE II	NOV 2025 (DEVIATION)
☐	52.225-3 Alt III	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE III	NOV 2025 (DEVIATION)
☐	52.225-3 Alt IV	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE IV	NOV 2025 (DEVIATION)
☐	52.225-5	TRADE AGREEMENTS	NOV 2023
☐	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
☐	52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020
☐	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	OCT 2016
☒	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	NOV 2025 (DEVIATION)
☐	52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA	NOV 2025 (DEVIATION)
☐	52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	NOV 2025 (DEVIATION)
☒	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
☐	52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	AUG 2025 (DEVIATION)

☒	52.232-18	AVAILABILITY OF FUNDS	APR 1984
☐	52.232-29	TERMS FOR FINANCING OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
☐	52.232-30	INSTALLMENT PAYMENTS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
☒	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
☐	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
☐	52.232-36	PAYMENT BY THIRD PARTY	NOV 2025 (DEVIATION)
☒	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
☐	52.232-90	FAST PAYMENT PROCEDURE	NOV 2025 (DEVIATION)
☒	52.233-3	PROTEST AFTER AWARD	NOV 2025 (DEVIATION)
☒	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	NOV 2025 (DEVIATION)
☒	52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
☒	52.237-3	CONTINUITY OF SERVICES	JAN 1991
☐	52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	NOV 2025 (DEVIATION)
☐	52.240-91 Alt I	SECURITY PROHIBITIONS AND EXCLUSIONS, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.240-92	SECURITY REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.240-92 Alt II	SECURITY REQUIREMENTS WITH ALTERNATE II	NOV 2025 (DEVIATION)
☐	52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2025 (DEVIATION)
☐	52.242-5	PAYMENTS TO SMAL BUSINESS SUBCONTRACTORS	JAN 2017
☐	52.242-13	BANKRUPTCY	JUL 1995
☐	52.244-2	SUBCONTRACTS	JUN 2020
☒	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025 (DEVIATION)
☒	52.245-1	GOVERNMENT PROPERTY	SEP 2021
☐	52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012
☒	52.245-9	USE AND CHARGES	APR 2012

☐	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	NOV 2025 (DEVIATION)
☐	52.247-64 Alt I	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE I	APR 2003
☐	52.247-64 Alt II	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE II	NOV 2021

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *before the contract expires.*

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	NOV 2025 (DEVIATION)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

Alternate I (NOV 2025 DEVIATION). As prescribed in 23.304(a)(2), add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS's must be placed in a weather resistant envelope.

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(es):

Revolutionary FAR Overhaul - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Federal Acquisition Regulation - https://www.acquisition.gov/browse/index/far

Department of Health and Human Services Acquisition Regulation – https://www.acquisition.gov/hhsar

(End of clause)

52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	NOV 2020

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

(b)The use in this solicitation or contract of any Department of Health and Human Services (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

☐	352.203-70	ANTI-LOBBYING	DEC 2015
☐	352.208-70	PRINTING AND DUPLICATION	DEC 2015
☐	352.211-3	PAPERWORK REDUCTION ACT	DEC 2015
☐	352.219-71	MENTOR-PROTÉGÉ PROGRAM REPORTING REQUIREMENTS	JAN 2010
☒	352.223-70	SAFETY AND HEALTH	DEC 2015
☐	352.224-70	PRIVACY ACT	DEC 2015
☒	352.226-6	INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS	MAR 2022
☐	352.227-70	PUBLICATIONS AND PUBLICITY	DEC 2015
☐	352.231-70	SALARY RATE LIMITATION	DEC 2015
☐	352.237-70	PRO-CHILDREN ACT	DEC 2015
☐	352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
☐	352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
☐	352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015

352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	APR 2026 (DEVIATION)

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

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 shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

The following local Indian Health Service, Navajo Area terms also apply:

NAIHS-ACQ-07	PRE-CONSTRUCTION RISK ASSESSMENT	AUG 2021

The Indian Health Manual, Part 1, Chapter 9 Occupational Safety and Health (OSH) Program (The Manual) serves as a general outline for carrying out the OSH program. The provisions set forth in The Manual meets or exceeds the minimum requirements as set forth in Title 29 Code of Federal Regulations, Part 1960, entitled "Basic Program Elements for Federal Employee OSH Programs and Related Matters," Section 19 of the Occupational Safety and Health Act; and Executive Order 12196, dated February 26, 1980. While not specifically mentioned in the OSH related regulations, executive orders, program guidance, etc., it is in the Agency and in the public interest to afford the same conditions to visitors, patients, contractors, and others present in Indian Health Service facilities.

As part of the implementation of The Manual, the *Tsaile Health Center, Chinle Service Unit* uses a guide and checklist known as the Pre-Construction Risk Assessment or PCRA. The PCRA – included in all solicitations and awards for construction and construction-related work on the premises – is completed by the government's requiring activity, as coordinated with and approved by the facility's Safety Program Office before any work on premises can proceed.

The following government personnel is responsible for the initiation and completion of the PCRA:

Name: *Nathaniel Bitsilly*

Department: *Facility Department*

(End of Clause)

NAIHS-ACQ-08	CONTRACTING OFFICER'S REPRESENTATIVE	NOV 2025

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) Per FAR Subpart 1.404(a): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

TBD at time of award.

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.*

(1) The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.

(2) The COR must not direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

(End of Clause)

NAIHS-ACQ-09	UNAUTHORIZED COMMITMENTS	NOV 2025

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.403-2). Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

NAIHS-ACQ-20	PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE	APR 2026

In accordance with Executive Order 13058 "Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace," and the Assistant Secretary for Health memorandum "Prohibition of Tobacco Use in HHS Occupied Facilities," the use of tobacco products, in any form, is strictly prohibited at IHS-operated properties including, but not limited to:

1. All interior and exterior spaces of IHS-operated properties.

2. All HIS-operated spaces in multi-tenant buildings.
3. All Government vehicles regardless of their location.
4. Private vehicles while on IHS property.

The IHS continues to recognize the value and efficacy of patients' traditional beliefs and ceremonial practices. The use of tobacco products for ceremonial purposes is allowed in the designated traditional healing room, including any space designated for a ceremony, or in a patient's hospital room.

To the maximum extent practicable, Contractor must notify the Contracting Officer's Representative in advance of using tobacco products in a ceremony.

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A – Statement of Work

Attachment B – Maps and Drawings

Attachment C – Davis-Bacon Act Wage Determination #AZ20260022

SECTION E – SOLICITATION PROVISIONS

52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025 (DEVIATION)

Addenda are included. 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services - Submission of Offers. All offers must include the following information and submitted at or before the date and time specified in this solicitation.

Sub-paragraph (a) is replaced in its entirety by the following:

(a) *Submission of offers*. All quotes must include the following information and emailed to the Contracting Officer (CO): Whitney Shorty, Contract Specialist, 928-725-9806, whitney.shorty@ihs.gov at or before the exact time specified in this solicitation. As a minimum, quotes shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Quoter;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

a) **Volume 1** – Label "Administrative Documents." Provide signed and dated SF-1449 and all associated SF-30 amendments, if any. Provide a completed IHS IEE Representation Form attachment. Quotes that fail to provide required administrative documents or reject the Terms and Conditions of the solicitation may be excluded from consideration.

b) **Volume 2** – Label "Technical Capability/Specifications." Provide evidence that your item can meet or exceed the attached Specifications.

NO PRICING INFORMATION SHALL BE INCLUDED IN VOLUMES 2 and 3.

c) **Volume 3** – Label "Price." Provide detailed pricing aligned with the technical approach on SF1449. Include a narrative that supports the pricing and indicate any discount terms. All prices, base and option CLINs, must be quoted or the quote will not be considered.

Submission Format:

- All Documentation must be in PDF format. Failure to follow instructions and/or to provide required information may render proposal nonresponsive or unacceptable and will be removed from award consideration.
- Each volume must be submitted as a separate file with clear labeling (e.g., Volume I "Administrative Documents, etc.)
- The email subject line should reference the solicitation number and quoter name.
- Questions and Answers (Q&A) Period: The due date for all questions associated with this solicitation is (10) days before of offer due date. Questions requesting changes to solicitation/contract requirements will be considered only when supported by specific reasoning about how the change would increase competition/benefit the Government.

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2	EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025 (DEVIATION)

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

> The Government reserves the right to issue a single award or multiple awards to the contractor(s) whose offer represents the Lowest Price Technically Acceptable (LPTA); award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

The following Federal Acquisition Regulations provisions incorporated by reference also apply:

☐	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
☒	52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017
☒	52.204-7	SYSTEM FOR AWARD MANAGEMENT - REGISTRATION	NOV 2025 (DEVIATION)
☐	52.204-7 Alt I	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	AUG 2024
☐	52.209-12	CERTIFICATION REGARDING TAX MATTERS	OCT 2025
☐	52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ACQUISITION	NOV 2021
☐	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
☐	52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR 2020
☐	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021

☐	52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT–CERTIFICATION	MAY 2014
☐	52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR CERTAIN SERVICES-CERTIFICATION	MAY 2014
☐	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
☐	52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2024
☐	52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
☐	52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	AUG 2025 (DEVIATION)
☐	52.237-1	SITE VISIT	APR 1984
☒	52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	NOV 2025 (DEVIATION)

52.209-2	**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION**	**NOV 2025 (DEVIATION)**

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

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

(c) *Representation*. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11	**REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW**	**NOV 2025 (DEVIATION)**

(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)

52.225-2	BUY AMERICAN CERTIFICATE	OCT 2022

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b)Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

(b)[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

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):

Revolutionary FAR Overhaul - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Federal Acquisition Regulation - https://www.acquisition.gov/browse/index/far

Department of Health and Human Services Acquisition Regulation – https://www.acquisition.gov/hhsar

(End of Provision)

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 clause.

(b)The use in this solicitation of any Department of Health and Human Services (48 CFR Chapter 3) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

The following Department of Health and Human Services Acquisition Regulation provisions also apply:

☐	352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
☐	352.223-71	INSTRUCTIONS TO OFFERORS – SUSTAINABLE ACQUISITION	DEC 2015
☐	352.226-4	NOTICE OF INDIAN ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
☒	352.226-5	NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
☒	352.226-7	INDIAN ECONOMIC ENTERPRISE REPRESENTATION	MAR 2022
☐	352.239-73	ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE	DEC 2015

SCOPE OF WORK (SOW)

Flooring Replacement Project-THC, Pharmacy Department – Fiscal Year 2026

I. GENERAL INFORMATION

Project Title

Pharmacy Department Flooring Replacement Project

Facility

Tsaile Health Center, Pharmacy Department, FY 2026

Project Description

The Contractor shall provide all labor, supervision, materials, equipment, transportation, tools, permits, and incidentals necessary to remove and replace existing flooring systems within the Pharmacy Department at Tsaile Health Center. The project includes demolition and disposal of existing carpet tile flooring and associated materials; substrate preparation; installation of commercial healthcare-grade luxury vinyl tile/plank (LVT/LVP); installation of rubber wall base; installation of transition strips; finish detailing; and all associated work necessary to provide a complete, operational flooring system.

All work shall comply with applicable Indian Health Service (IHS), healthcare facility, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Centers for Disease Control and Prevention (CDC), manufacturer installation requirements, and industry standards.

II. BACKGROUND

The existing flooring within the Pharmacy Department consists of carpet tile flooring systems that are more than twenty (20) years old and have exceeded their intended service life. The flooring is deteriorated, stained, damaged, and no longer suitable for a healthcare environment. Existing conditions include:

- Torn and delaminated carpet tiles
- Loose seams and trip hazards
- Worn and deteriorated backing materials
- Surface staining and embedded contamination
- Degraded underlayment and adhesive failure

The current flooring condition creates sanitation and infection control concerns and does not adequately support healthcare environmental cleanliness standards required for patient care environments. Replacement of the flooring system is necessary to improve infection prevention measures, restore a safe working environment, enhance maintainability, and support compliance

with applicable healthcare accreditation standards, including the Joint Commission's environmental care requirements.

This project supports the Indian Health Service's mission to provide safe, functional, and sanitary healthcare environments for patients, staff, and visitors.

III. LOCATION OF WORK

Project Site

Tsaile Health Center

Pharmacy Department
Navajo Route 64 & 12
Tsaile, Arizona 86556

Working Hours

Unless otherwise approved by the Contracting Officer (CO) or Contracting Officer's Representative (COR), work shall be performed during normal facility operating hours:

- Monday through Friday
- 8:00 a.m. to 5:00 p.m. MST

The Contractor shall coordinate work activities with Pharmacy leadership and facility management to minimize disruption to healthcare operations, patient services, and staff workflow.

IV. SCOPE OF WORK

The Contractor shall perform all work necessary to complete the Pharmacy Department flooring replacement project for approximately 1,100 square feet (SF) including but not limited to the following:

A. Project Management and Coordination

The Contractor shall:

- Provide project supervision for the duration of the project.
- Coordinate all work activities with the COR and Pharmacy Department leadership.
- Attend pre-construction and progress meetings as required.
- Maintain project schedules and sequencing to minimize operational impacts.
- Ensure all subcontractors comply with project requirements and federal safety standards.

B. Site Protection and Infection Control

The Contractor shall:

- Protect adjacent walls, doors, casework, equipment, counters, and operational pharmacy areas from dust, debris, vibration, and damage.
- Install temporary barriers and dust containment systems as required by the approved Infection Control Risk Assessment (ICRA).
- Maintain negative airflow containment if required by facility infection control protocols.
- Prevent dust migration into occupied patient care or medication preparation areas.
- Always maintain emergency access.
- Conduct daily housekeeping and debris removal.

C. Demolition and Removal

The Contractor shall:

- Remove approximately 1,100 square feet (SF) of existing carpet tile flooring, adhesives, transitions, and associated flooring materials.
- Remove residual adhesive materials from approximately 1,100 square feet (SF) of flooring area to provide a clean substrate suitable for new flooring installation.
- Dispose of all demolition debris in accordance with EPA, OSHA, local, and facility requirements.
- Transport and dispose of non-hazardous waste materials at an approved disposal facility.
- Immediately report any suspect hazardous materials encountered during demolition activities to the COR before proceeding.

D. Subfloor Preparation

The Contractor shall:

- Inspect all existing subfloor conditions prior to installation.
- Clean and prepare all surfaces in accordance with manufacturer recommendations.
- Repair cracks, chips, depressions, uneven surfaces, and minor substrate defects using industry-approved patching and leveling compounds.
- Ensure subfloor moisture and surface conditions meet flooring manufacturer requirements before installation.
- Provide smooth, level, and properly prepared surfaces suitable for healthcare-grade LVT/LVP flooring installation.

E. Flooring Installation

The Contractor shall furnish approximately 1,116 square feet (SF) and install approximately 1,100 square feet (SF) of healthcare-grade Luxury Vinyl Tile/Plank (LVT/LVP) flooring within the Pharmacy Department.

Field Flooring Area:

- ST131 Tellus Solstice

Luxury Vinyl Tile/Plank (LVT/LVP)

- Product: Mohawk Unify
- Color: Sage J7209
- Wear Layer: 20 mil minimum
- Plank Size: 6-inch x 48-inch

The Contractor shall:

- Install approximately 1,100 square feet (SF) of flooring in strict accordance with the manufacturer's installation requirements.
- Maintain a uniform single-direction layout throughout designated areas unless otherwise indicated on drawings.
- Ensure flooring alignment, seams, and pattern consistency are uniform and professional in appearance.
- Provide all adhesives, accessories, transitions, reducers, edge trims, and finish materials required for a complete installation.
- Roll and secure flooring all installed flooring materials as required by manufacturer specifications.

F. Rubber Wall Base Installation

The Contractor shall:

- Furnish and install approximately 360 linear feet (LF) of 4-inch rubber wall base throughout designated project areas.
- Color: Black
- Provide all cutting, fitting, trimming, adhesive application, and finishing necessary for complete installation.
- Ensure tight joints, clean corners, and uniform installation throughout the project area.

G. Transition Strips and Finish Work

The Contractor shall:

- Furnish and install transition strips for new flooring interfaces with existing flooring systems.
- Ensure transitions are ADA-compliant and minimize trip hazards.
- Provide finish detailing at doorways, thresholds, cabinets, and other termination points.

H. Furniture and Equipment Coordination

The Contractor shall:

- Coordinate with facility staff regarding temporary relocation and protection of furnishings and equipment.
- Protect all fixed equipment and pharmacy workstations during construction activities.
- Coordinate phased work as necessary to maintain pharmacy operations.

The Government/Owner will assist with the relocation of portable furniture, including desks, chairs, and file cabinets.

I. Final Cleaning and Closeout

The Contractor shall:

- Remove all debris, tools, materials, and equipment upon completion of work.
- Perform final cleaning of all work areas.
- Leave all flooring surfaces clean and ready for occupancy.
- Submit warranty documentation, product data, and maintenance recommendations to the COR upon project completion.

V. PERIOD OF PERFORMANCE

January 1, 2026, through December 31, 2026

VI. DELIVERY / PROJECT SCHEDULE

All work shall be substantially completed within thirty (30) calendar days following issuance of the Notice to Proceed (NTP), unless otherwise approved in writing by the Contracting Officer.

The Contractor shall provide a project schedule that identifies the major phases of work prior to project commencement.

VII. PERFORMANCE REQUIREMENTS

The Contractor shall:

- Perform all work in a professional and workmanlike manner.

- Comply with all applicable OSHA safety standards and healthcare facility requirements.
- Maintain a clean, safe, and organized work environment at all times.
- Coordinate work sequencing to minimize interruption to pharmacy operations.
- Ensure all installed flooring systems meet manufacturer standards and healthcare industry expectations.
- Correct deficient work identified during inspections at no additional cost to the Government.
- Ensure all personnel comply with facility access, security, and infection control requirements.

VIII. SPECIAL REQUIREMENTS

The Contractor shall:

- Be licensed and qualified to perform commercial flooring demolition and installation work.
- Ensure all workers comply with applicable federal and tribal regulations.
- Participate in an Infection Control Risk Assessment (ICRA) and Pre-Construction Risk Assessment (PCRA) prior to construction activities.
- Obtain temporary facility identification badges for all onsite personnel.
- Provide Safety Data Sheets (SDS) for all adhesives, sealants, cleaners, and chemical products used onsite.
- Provide and maintain appropriate waste containers, dumpsters, or trailers for debris management.
- Utilize designated staging and material storage areas identified during the pre-construction meeting.
- Coordinate all work activities with the COR.
- Obtain written approval from the Contracting Officer prior to any deviation from approved materials, schedule, or scope.

IX. FLOORING PLAN

Refer to the attached flooring plans and project drawings for:

- Flooring layout
- Material locations
- Transition details
- Installation limits
- Directional layout requirements

X. WARRANTY REQUIREMENTS

The Contractor shall provide:

- A minimum one (1) year workmanship warranty from the date of final Government acceptance.

- Manufacturer warranties for all installed flooring materials in accordance with manufacturer warranty provisions.
- Warranty documentation submitted to the COR at project closeout.

XI. APPLICABLE STANDARDS AND REFERENCES

The Contractor shall comply with the latest applicable editions of the following:

- OSHA Regulations
- EPA Regulations
- CDC Infection Control Guidelines
- Joint Commission Environment of Care Standards
- Americans with Disabilities Act (ADA)
- Manufacturer Installation Specifications
- Indian Health Service (IHS) Safety and Facility Requirements
- Applicable local, state, federal, and tribal regulations

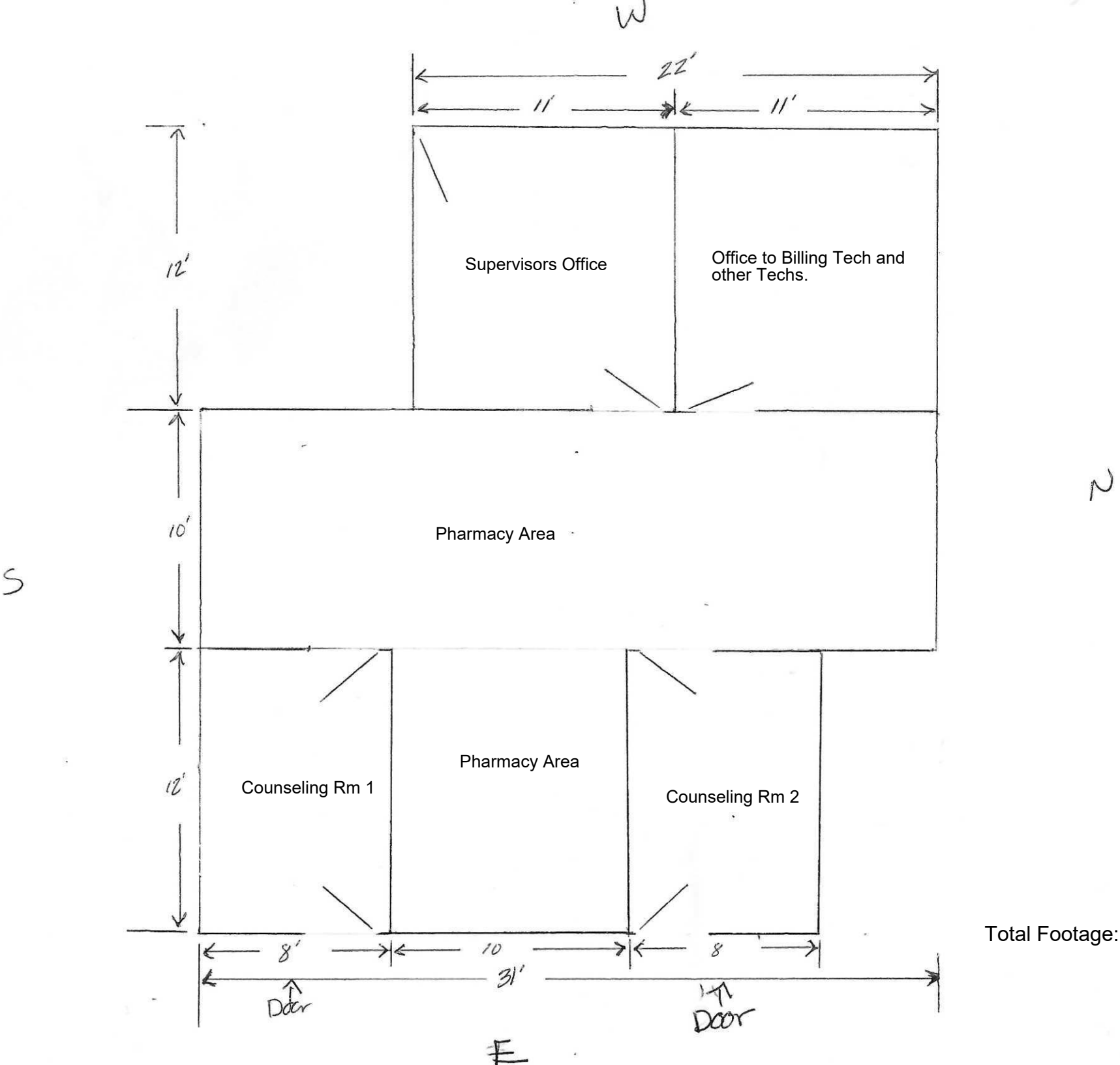
XII. GOVERNMENT POINTS OF CONTACT

Supervisory Point of Contact (SPOC)

Nivedita Das, LCDR, PharmD
Director of Pharmacy
Phone: (928) 674-7041
Email: nivedita.das@ihs.gov

Contracting Officer's Representative (COR)

Elvera McCabe
Administrative Support Assistant / COR
Phone: (928) 724-3744
Email: elvera.mccabe@ihs.gov



Total Footage: 1,100 sq.ft

"General Decision Number: AZ20260022 05/18/2026

State: Arizona

Construction Types: Building

Counties: Arizona Counties of
Apache

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0073-002 08/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 51.06	16.30

CARP1327-001 07/01/2019

	Rates	Fringes
CARPENTER (DRYWALL HANGING ONLY)	$ 26.24	8.86

ELEC0518-009 08/01/2025

	Rates	Fringes
ELECTRICIAN, INCLUDING ALARM INSTALLATION AND LOW VOLTAGE WIRING APACHE (AREA SOUTH OF HIGHWAY 66)	$ 36.50	14.84

ELEC0611-009 01/01/2025

	Rates	Fringes
ELECTRICIAN, INCLUDING ALARM INSTALLATION AND LOW VOLTAGE WIRING: ZONE 1 APACHE COUNTY (AREA NORTH OF HIGHWAY 66) ZONE 1: 0 TO 10 MILES FROM GALLUP, NM ZONE 2: 10 TO 30 MILES FROM GALLUP - ADD 9% ZONE 3: 30 TO 40 MILES FROM GALLUP - ADD 15% ZONE 4: OVER 40 MILES FROM GALLUP - ADD 26%	$ 40.30	13.41

ENGI0428-003 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE (4) 100 TONS AND		

OVER.....$ 35.52 12.57
POWER EQUIPMENT OPERATOR: CRANE (3) 15 TONS TO
100 TONS, TOWER CRANE.....$ 34.49 12.57
POWER EQUIPMENT OPERATOR: CRANE (2) UNDER 15 TONS.$ 33.41 12.57

IRON0075-002 08/01/2025
Rates Fringes
IRONWORKER, REINFORCING AND STRUCTURAL ZONE 1: 0
TO 50 MILES FROM CITY HALL IN PHOENIX OR TUCSON
ZONE 2: 050 TO 100 MILES - ADD $4.00 ZONE 3: 100
TO 150 MILES - ADD $5.00 ZONE 4: 150 MILES & OVER
- ADD $6.50.....$ 33.00 19.91

LABO1184-009 06/01/2025
Rates Fringes
LABORER (GENERAL OR COMMON LABORER).....$ 27.41 9.26

LABO1184-010 06/01/2025
Rates Fringes
LABORER: MASON TENDER-BRICK.....$ 27.41 9.26

PAIN0086-006 06/30/2021
Rates Fringes
DRYWALL FINISHER/TAPER (ZONE B) ZONE PAY: ZONE
A: FREE ZONE: A DISTANCE OF 0 TO 100 MILES FROM THE
OLD PHOENIX COURTHOUSE. ZONE B: A DISTANCE OF 101
MILES AND OVER FROM THE OLD PHOENIX COURTHOUSE:
$3.50 PER HOUR OVER ZONE A.....$ 27.05 7.49
DRYWALL FINISHER/TAPER (ZONE A) ZONE PAY: ZONE
A: FREE ZONE: A DISTANCE OF 0 TO 100 MILES FROM THE
OLD PHOENIX COURTHOUSE. ZONE B: A DISTANCE OF 101
MILES AND OVER FROM THE OLD PHOENIX COURTHOUSE:
$3.50 PER HOUR OVER ZONE A.....$ 23.55 7.49

SUAZ2012-011 05/30/2012
Rates Fringes
TILE SETTER.....$ 15.93 0.45
SPRINKLER FITTER (FIRE SPRINKLERS).....$ 16.48 2.94
SHEET METAL WORKER.....$ 18.68 4.91
ROOFER, INCLUDES INSTALLATION OF METAL ROOFS.....$ 17.46 4.47
PLUMBER.....$ 19.04 3.07
PIPEFITTER.....$ 22.21 6.12
PAINTER: BRUSH, ROLLER AND SPRAY.....$ 16.13 0.00
OPERATOR: BACKHOE.....$ 14.00 1.80
LABORER: MASON TENDER - CEMENT/CONCRETE.....$ 16.05 1.49
LABORER: LANDSCAPE & IRRIGATION.....$ 9.31 0.00
GLAZIER.....$ 15.98 0.79
FLOOR LAYER: HARDWOOD AND RESILIENT FLOORING.....$ 17.98 6.50
CEMENT MASON/CONCRETE FINISHER.....$ 17.71 2.60

CARPENTER, EXCLUDES DRYWALL HANGING.....$ 18.42 1.46

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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