SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE	OF
	1	23

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H71026Q00203	07/30/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	DAISHA RICHARDS		08/17/2026 1000 ET

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

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

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8(A)

NAICS: 332311

SIZE STANDARD: 750

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

Kayents Health Center
US Hwy 160 S MP 394.3
Dennehotso AZ 86033

16. ADMINISTERED BY — CODE

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 total Small Business set-aside. This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at 52.212-4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232-71 Electronic Submission of Payment Requests (APR 2026). Period of Performance: 09/01/2026 to 03/31/2027 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE 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: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		JERLYN R. BEGAY	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Furnish and Install 6 feet by 10 feet Security Guard Shack with Glass windows, doors, and panels with Level 3 ballistic proof. In accordance with the statement of work				
2	Crash resistant steel bollards Installation: - Furnish and install eight steel bollards to encompass the 6x10 boot				
3	Installation of Guard Shack				
4	Travel and Per Diem				
	Continued ...				

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

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5	Navajo Nation Tax				

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)
☒	52.222-19	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)
☐	52.226-7	DRUG-FREE WORKPLACE	MAY 2024
☒	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

52.252-2	**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-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

STATEMENT OF WORK

FOR

KAYENTA HEALTH CENTER

SECURITY GUARD SHACK MODIFICATIONS

AT

KAYENTA HEALTH CARE CENTER

KAYENTA, ARIZONA

KAYENTA SERVICE UNIT

1. **Introduction:**
   1.1. Kayenta Health Center (KHC) is located south of Arizona State Highway 160 at milepost 364.3. The nearest town is a two hour drive. The Kayenta Service Unit serves a population of ~20,000 people spread across a remote and sparsely populated area. Services are provided to ~200 patients each day. KHC provides walk-in clinics and a 24 hour, 7 days per week emergency room. KHC requires professional services and expertise to perform the following work:
      a. Replace existing guard shack with bullet guard shack.
      b. Installation of crash proof steel bollards.

2. **PROJECT BACKGROUND**
   2.1. Kayenta Health Center currently have 6 feet by 10 feet Guardian Booth which is located at entrance to KHC.
   2.2. Guardian booth have electrical connection.
   2.3. This health facility project requires the expertise of a responsible contractor.

3. **PROJECT DESCRIPTION:**
   3.1. The contractor shall prepare a proposal, and upon award, shall provide an accurate timeline to complete project and following will perform the work to completion.
   3.2. The project includes the following booth modification work:
      a. Furnish and install 6 feet by 10 feet bullet proof security guard booth.
      b. Glass windows, door and panels must be Level 3 ballistic proof.
      c. Removal of existing Guardian booth.
      d. Booth must have a main electrical disconnect.
      e. Removal and reconnection of electrical power.
      f. Furnish all supplies and material needed to complete project.
   3.3 Crash resistant steel bollards Installation:
      3.3.1 Furnish and install eight steel bollards to encompass the 6x10 booth.
      3.3.2 Bollards will be dug to a 3 feet depth or required ASTM standards.
      3.3.3 Furnish and pour concrete.
      3.3.4 Bollards must be able to stop 5000 lb. vehicle at 30 mph, M30.
      3.3.5 Bollards must be removable.

4. **CRITERIA:**
   4.1. Codes and Standards: the contractor shall perform work in accordance with best common practices and standards;
      a. Safety and Hazard Awareness (PPE, jobs specific hazards, Electrical isolation).
      b. NFPA regulation/code
      c. NEC regulation/code
      d. ASTM F2656 standards

   4.2 Contractor must provide submittals on building specifications and bollards specifications.

5. **GENERAL REQUIREMENTS:**
   5.1. Contractor shall develop a set plan and accurate timeline to present to KHC project representative prior to the project start date.
   5.2. Contractor is responsible for furnishing tools, materials and equipment to complete the project.
   5.3. A report and walk through of the work area will be necessary after completion of project.
   5.4. Work area should be well kept and free of trash and debris after work days.
   5.5. Finished work/product needs to function properly, be pristine and professional.

5.6. The contractor shall perform work between the hours of 8:00am and 5:00pm Monday through Friday excluding Federal Holidays, weekend work and afterhours work may be necessary.
5.7. Work hours need to be discussed and agreed upon with facility (contract officer, facility manager, security and ETC.).
5.8. The contractor shall furnish a schedule of the dates agreed upon with the project officer and the facility manager at least two weeks in advance.
5.9. Any foreseen or unplanned costs, workhours or changes that will affect or incur extra costs to KSU, needs to be brought to the attention of the KHC project representative before proceeding with this matter.
5.10. The Contractor must be mindful of keeping normal business and patient care activities uninterrupted.
5.11. Contractor is expected to be professional and efficient with his work.

6. **SPECIAL REQUIREMENTS**

6.1. Proper demolition, and construction work methods in a health facility environment is needed to minimize construction and demolition material contamination to the department and facility.
6.2. Contractor is required to obtain an identification badge (ID) before starting work at KSU. *This process can take up to 3 hours depending on the number of workers.
6.3. Contractor shall wear ID badge on KSU premises and check in with security every day.
6.4. Contractor to abide any latest COVID-19 requirements.

7. **ATTACHEMENTS**

7.1. West of Booth
7.2. North of Booth
7.3. South of Booth
7.4. East of Booth
7.5. Inside Booth
7.6. Inside Booth
7.7. Ballard Locations

8. **Period of Performance**

8.1. The period of performance shall commence immediately upon award.

9. **Warranty**

10.1 Workmanship warranty one years.
10.2 Equipment warranty by manufacture, finish certificates.

7.1 West

7.2 North:

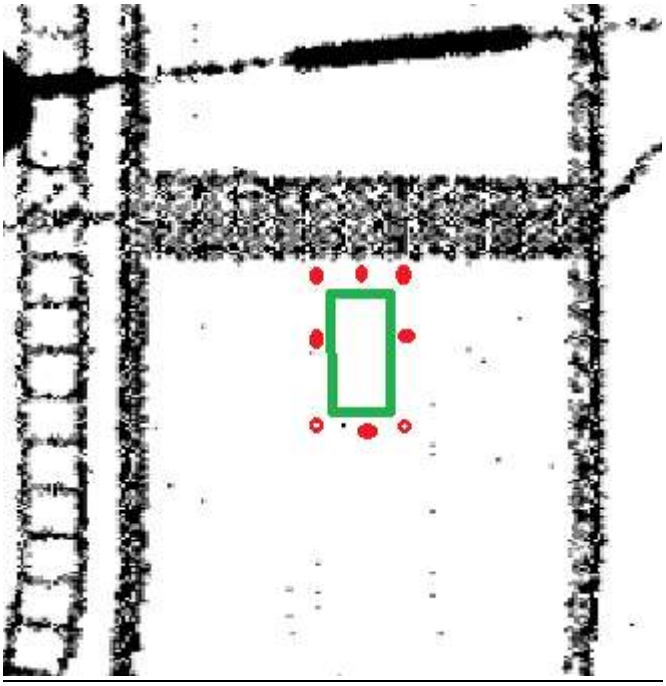
7.3 South:

7.4 East:

7.5 Inside:

Inside:

7.7 Ballard Locations:



SECTION E – SOLICITATION PROVISIONS

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

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 shall be used to evaluate offers:

1. Technical Capability and Approach to the Project Description IAW with the Statement of Work

2. Price

3. Construction Quality; Structural integrity, materials, weather resistance, insulation, corrosion resistance, roofing quality

(b) *Options*. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) *Notice of award.* A written notice of award or acceptance of an offer, mailed or otherwise 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)

52.252-1	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 SMALL BUSINESS ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
☐	352.226-5	NOTICE OF INDIAN 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