INDIAN HEALTH SERVICE

DIVISION OF ENGINEERING SERVICES

Solicitation Number: 75H701-26-R-00054
Crow/Northern Cheyenne Hospital – Phase II Renovation

SITE VISIT: 18 August 2026 at 9:00AM MT (L.6.) unless changed by Amendment

PROPOSAL DUE DATE: 4 September 2026 at 2:00PM PT, unless changed by Amendment

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

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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H70126R00054	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	08/05/2026	1 47

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		see box 10

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

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Taylor Kanthack	taylor.kanthack@ihs.gov 240-478-1501

SOLICITATION

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

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

Project: Crow Renovation Phase II

Project No: BI25CR400H11

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

This project will be procured as a 100% Indian Small Business Economic Enterprise (ISBEE) set-aside under North American Industry Classification System (NAICS) code 236220, Commercial and Institutional Building Construction. The associated size standard for this procurement is $45 million.

CONSTRUCTION MAGNITUDE: The magnitude of this construction project is anticipated to be between $5,000,000 and $10,000,000.

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Section F ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00PM PT ***(hour)*** local time 9/4/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM B.3	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY 199 Indian Health Service, DES - Seattle 701 5th Ave, Suite 1600 Seattle, WA 98104	27. PAYMENT WILL BE MADE BY IHS Billings Area Office 2900 4th Ave North Billings, MT 59101

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

IMPORTANT INFORMATION:

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

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

B.1. PRICE SCHEDULE

CLINs	Item/Task Description	Lump Sum Price
0001	Contractor shall provide furnish all labor, equipment, materials, supplies, supervision, tools, permits, transportation, quality control, personal protective equipment (PPE), coordination with Authorities Having Jurisdiction (AHJ), construction permits, incidental design, travel and insurance and associated expenses necessary and incidentals in order to perform the **Crow Renovation Phase II,** in accordance with the attached specifications, drawings and other attachments.	$_____

NOTES:

As a reminder, all offerors are responsible for allowing for all applicable state, local taxes and fees within their bids and to perform their own due diligence in ascertaining them. The Contractor is responsible to pay all applicable taxes, or applicable requirements that may be incurred as a result of this project. Failure on the part of the successful Offeror not to include these fees or the appropriate impacts will not constitute a request for an equitable adjustment to the contract price.

B.2. Incidental Payment Items: The intent of the contract is to provide for the complete work of the project described in the contract. Unless otherwise provided, the contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies, taxes and fees required to complete the project in accordance with the attached drawings, specifications, and provisions of the contract. Payment for contract work will be made for and under those pay items included in the Schedule of Items (which is one lump sum price for the contract). All other work and materials will be considered as incidental to and included in the payment for items shown.

B.3. SF1442, Block 24: Submit invoices in accordance with Section I, HHSAR 352.232-71, Electronic Submission of Payment Requests and Section G, G.4 through G.6.

B.4. Pricing Data Submission: In accordance with FAR 15.403-1(b) (DEVIATION) (RFO Apr 2026), Requiring Data Other Than Certified Cost or Pricing Data, it may be requested that pricing data be submitted to show the breakdown of costs for the above price schedule. This may be requested so that the determination of a fair and reasonable price can be made by the Contracting Officer. For example, the price breakdown shall have the direct labor cost and the direct material cost broken out.

B.5. Wage Determination: Construction wages shall be paid for all applicable labor categories for each price schedule line item and shall be included in all pricing in accordance with FAR 52.222-6,

Construction Wage Rate Requirements. The applicable Wage Determination is included in Section J, **Attachment J02**.

END OF SECTION

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See attachment B01 Attachment J01 SOW CSU Phase II – OR Renovation

END OF SECTION

SECTION D – PACKAGING AND MARKING

D.1. PACKAGING AND MARKING

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

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

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

END OF SECTION

SECTION E – INSPECTION AND ACCEPTANCE

E.1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far/

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.246-12	Inspection of Construction	Aug 1996

E.2. INSPECTION OF SITE

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

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

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

E.3. INSPECTION AND ACCEPTANCE

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

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

(a) Substantial Completion Inspection

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

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

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

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

(b) Final Inspection

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

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

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

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

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

END OF SECTION

SECTION F – DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far/

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.236-15	Schedules For Construction Contracts (DEVIATION) (RFO Aug 2025)	Apr 1984
52.242-14	Suspension of Work	Apr 1984

F.2 PERIOD OF PERFORMANCE

The Contractor shall be required to commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than **365 calendar days after the date the contractor receives the Notice to Proceed (NTP)**. The time stated for completion shall include final cleanup of the premises.

END OF SECTION

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. CONTRACTING OFFICER

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

G.2. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) Contracting Officer's Representatives (COR), may be appointed for the purpose of representing the Contracting Officer and assuring compliance with the contract requirements.

(b) The COR does NOT have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the "Changes" clause of the contract; or modify any of the terms, conditions, specifications, or cost of the contract.

(c) The COR may approve minor field changes which do not affect the scope, period of performance and/or price of the contract. The COR is authorized to issue notices regarding noncompliance of contract requirements, and to stop work on any portion of the job if the Contractor's methods cause unsafe conditions or will result in noncompliant work which would be impracticable to correct or to replace while permitting other (conforming) portions of the work to continue. Issuance of a Notice of Noncompliance as described herein does not constitute a suspension of work as described in FAR Clause 52.242-14, Suspension of Work (April 1984).

(d) The COR is appointed in writing and the contractor will receive a copy of the appointment letter.

G.3. ADDRESS FOR CORRESPONDENCE

(a) It is the intent of the Government to use electronic means as much as possible while administering this contract.

(b) **Most correspondence should be sent via e-mail** directly to the Administrative CO and COR. Include the Contract Number on all correspondence. If sending documents via postal mail, include the Contract Number on all correspondence. Overnight Mail and U.S. Mail shall be sent to the CO, unless otherwise specified, at the following address:

Indian Health Service (IHS) – Division of Engineering Services - Seattle
Attn: Taylor Kanthack
701 5th Ave, Suite 1650
Seattle, WA 98104

G.4. PAYMENT PROCESS

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

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

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

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

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

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

(2) The Contractor is responsible for delivery of each request for payment **electronically using the Department of Treasury Invoice Processing Platform (IPP)** *www.ipp.gov* **or successor system**.

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

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

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

G.5. PAYMENT FOR MATERIALS STORED ON SITE

(a) This clause supplements, but does not replace, FAR 52.232-5 Payments Under Fixed-Price Construction Contracts, with regard to material payments.

(b) Consideration for payment under this contract for materials stored on site is subject to the following conditions:

(1) The contractor shall furnish the contracting officer a list of the major high-cost items to be incorporated into the contract and for which payment, prior to installation, will be requested. Those items approved by the contracting officer will be entered on the Schedule of Values, as a percentage factor, or factors if items are listed individually.

(2) Payment is limited to major high-cost items. Payment of major high-cost items does not include contractor overhead and profit. Costs such as sales tax, freight, handling, pallets, etc., are excluded.

(3) Payment requests shall be consistent with approved material submittals and shall be supported by the following documents:

(i) Certified paid vendor invoices

(ii) Inventory checklists, jointly validated by the contractor, contracting personnel, and/or construction inspector.

(iii) Accepted delivery tickets, if applicable.

(4) All material for which payment is requested shall be delivered to an approved location on-site, and certified that none will be removed without written permission of the contracting officer. Materials may also be stored in a bonded warehouse offsite if no adequate storage space is available on base.

(5) Payments will be made monthly, or at more frequent intervals as determined by the contracting officer.

(6) The contractor shall remain responsible and retain title to the materials until incorporated into the work.

G.6. INVOICE REQUIREMENTS

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

(1) FAR 52.232-5, Payments Under Fixed -Price Construction Contracts (May 2014)
(2) FAR 52.232-27, Prompt Payment for Construction Contracts (Jan 2017)
(3) FAR 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
(4) FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
(5) HHSAR 352.232-71, Electronic Submission of Payment Requests (Feb 2022) (DEVIATION RFO Apr 2026)

(b) For the first payment, the signed payment invoice shall be sent via e-mail to the IHS Contracting Officer for validity prior to any submission in the IPP system.

(c) Invoices for payment shall be sent via e-mail to the Administrative Contracting Officer at taylor.kanthack@ihs.gov and the designated Contracting Officer's Representative (COR). The invoice will then be reviewed and signed by the COR prior to submission to the Contracting Officer for final approval.

(d) Progress payments WILL be authorized for this project.

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

(f) The contractor will contact the Contracting Officer with any payment issues or concerns.

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

G.7. CERTIFICATION OF PAYMENTS - RELEASE OF CLAIM

The Contractor, when submitting final payment under this contract, shall submit to the Contracting Officer:

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

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

G.8. TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER

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

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

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

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

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

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

END OF SECTION

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. WORK HOURS

Refer to Attachment J01 SOW. Work at other times must be approved by the COR. Requests to work outside normal business hours shall be submitted in writing to the COR not less than **48 hours in advance** of the proposed modified schedule. This requirement is due to the need for security of patients, government personnel and property. There must be a 'responsible government agent' on site when any contractor is present on IHS property.

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

H.2. FEDERAL HOLIDAYS

(a) The Government only recognizes the following legal holidays established by federal statue:

New Year's Day	January 1
Birthday of Martin Luther King, Jr.	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September

Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

(b) Any of the legal holidays falling on Saturday will be observed on the preceding Friday; legal holidays falling on Sunday will be observed on the following Monday.

(c) The contractor should not perform work on observed legal holidays unless authorized by the Contracting Officer. In the event work is authorized on observed legal holidays, the contractor shall pay all applicable overtime and/or holiday pay rates required by law.

H.3. SUBCONTRACTS

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

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

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

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

(e) In accordance with FAR 52.222-11 (Deviation RFO) Subcontracts (Labor Standards) within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

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

H.4. SUBCONTRACTING

(a) The contractor shall be responsible for the management and performance of all subcontracts. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure contract is completed within the stated requirements.

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

Regulations. Reference FAR 52.209-6 (Deviation RFO), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

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

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

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

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

H.5. INSURANCE

FAR 52.228-5, Insurance Work on a Government Installation, states that "The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract." The following is the minimum insurance required by the Contracting Officer:

(a) Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

H.6. KEY PERSONNEL

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 calendar

days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer promptly replace personnel with personnel of equal or greater ability and qualifications.

(2) All requests for approval of substitutions hereunder must be in writing at least 15 calendar days prior to the substitution, circumstances permitting, and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute with equal to or greater qualifications, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) The following positions are identified as Key Personnel: (1) Project Manager, (2) Superintendent and the (3) Safety Officer.

H.7. PROJECT MANAGEMENT

(a) Contractor shall meet with the COR and Facility Manager prior to beginning on-site work to discuss general security and operations requirements. Construction activities shall be coordinated with COR to ensure that there are no detrimental impacts on the day to day operations of the hospital or on patient safety.

(b) The Contactor shall work closely with COR and Facility Manager to schedule work, but any variances from the approved Project Schedule must be coordinated with the COR first and approved by the CO before becoming effective.

(c) The project shall be completed while the facility remains operational. The facility shall have no unplanned functional disruptions resulting from the Contractor's planning and execution of project work and requirements, or lack of planning.

H.8. SUPERINTENDENT ON SITE

(a) Reference FAR 52.236-6 Superintendence by the Contractor. The contractor will ensure that the Project Superintendent is on site at all times work is being performed by the contractor or subcontractor(s). They shall directly oversee all apprentice and subcontractor work. The Project Superintendent is also responsible to ensure all labor and safety requirements are complied with; and ensure that the worksite is cleaned up at the end of each work day.

(b) All communications between the IHS and contractor concerning the day-to-day workmanship on the project will be handled through the Project Superintendent and they MUST have the authority to act on behalf of the Contractor in all contractual matters.

H.9. IDENTIFICATION OF CONTRACTOR EMPLOYEES

(a) Identification (ID) Badges. The Contractor shall provide each employee that will be onsite with an ID badge on contract start date or on employment start date. The ID badge shall be made of non-metallic material. The badge shall be easily readable and include the employee's name, the Contractor's name, functional area of assignment, and a color photograph. The Contracting Officer or their designee shall approve the ID badge template before the contract start date.

(b) Display of ID Badges. Contractor personnel shall wear the ID badge at all times when performing work under this contract onsite or to attend Government meetings and conferences related to the contract. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when

safety or health reasons prohibit such placement. Contractor visitor badges may be issued by the facility in addition to Contractor badges.

(c) Utilizing Electronic Mail (e-mail). When prime Contractor or Subcontractor personnel send e-mail messages as part of contract performance or otherwise relating to contract matters, each sender shall include his/her name (both first and last names), e-mail address and the name of the individual's employer.

H.10 EMPLOYEE APPEARANCE

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

H.11. REMOVAL OF PERSONNEL

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

H.12. CONSTRUCTION SCHEDULE

(a) The Contractor shall develop a detailed construction schedule using the critical path method (CPM) in Microsoft Project or approved equal. The preliminary schedule, draft of proposed complete schedule and complete schedule must be delivered to the CO and COR for review. Refer to FAR 52.236-15, Schedules for Construction Contracts.

(b) The draft and baseline construction schedules shall include key milestones of the project, including mobilization and demobilization dates, start and finish dates, phasing, tasks required per phase, planned outages, progress meetings, sequencing and demolition, tasks that include after-hours work, inspections, as well as proposed substantial completion inspection and final inspection dates, and closeout dates.

(c) Contractor shall provide a **3-week look ahead schedule each week**, once mobilized. The look ahead shall be sent to the CO and COR by noon each Monday (Tuesday if Monday is a Federal Holiday).

(d) The Contractor shall actively maintain and update the construction schedule to be submitted with monthly pay requests, or as requested by the COR. The Contractor is responsible for ensuring that the schedule is current.

(e) Progress payments will not be made without a current progress schedule. A copy of the most current project schedule shall be submitted with each progress payment/invoice request.

(f) All work shall be completed within the period of performance identified in Section F. The period of performance includes time for submittal review period, long lead orders, demolition, construction, commissioning, substantial and final inspections, final acceptance, clean-up completion of close-out documents.

H.13. SCHEDULE OF VALUES (SOV)

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

H.14. DOCUMENT MANAGEMENT

(a) The Contractor shall provide and utilize a construction management software product designed specifically for transmitting information between construction project team members and overall management of documentation during the construction process (e.g., submittals, requests for information (RFIs), daily reports, progress photos, meeting minutes, etc.). The software shall use a cloud storage infrastructure that is Federal Risk and Authorization Management Program (FedRAMP) authorized, such as Amazon Web Service or Google Cloud. Examples of construction management software that use FedRAMP authorized cloud services include ProCore and Submittal Exchange.

(b) Specific category submittal requirements shall be as described in the project technical specification.
   (1) The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
   (2) The electronic submittal process is not intended for color samples, color charts, or physical material samples.
   (3) Physical Samples shall be delivered to the Contracting Officer Representative via postal delivery service or at the project site and be maintained in the job site office. Coordinate delivery with the Contracting Officer Representative.

(c) An acceptable "or equal" product shall provide the following, at a minimum:
   (1) Produces Submittal and RFI Logs
   (2) Stores uploaded daily reports, progress photos, meeting minutes, etc.
   (3) Tracks open/closed RFIs and Submittals
   (4) Tracks document status in the review cycle, i.e., currently under review by Contractor/AE/COR (Ball-In-Court)
   (5) Generates emails to recipient that document is ready for review
   (6) Sends notification emails to CO and COR as RFI are closed and Submittals are approved
   (7) All documents shall be downloadable

H.15. SUBMITTALS

(a) **Within 30 calendar days** after commencement of work or as otherwise established by the contracting officer, all materials and articles requiring approval, IAW 52.236-5, Material and Workmanship, shall be submitted by the Contractor using a transmittal sheet as approved by the COR. Government review comments will be returned within 14 calendar days after receipt of submittals.

Contractor shall provide the following submittals AFTER AWARD:

   (1) Construction Project Schedule (FAR 52.236-15)
   (2) Phasing Plans (as applicable)
   (3) Schedule of Values
   (4) List of Subcontractors/SF 1413
   (5) Submittal Register/Log
   (6) Contractor Key Personnel Contact Information
   (7) Site Specific Safety and Accident Prevention Plan (FAR 52-236-13)
   (8) Crane Safety Plan (as applicable)
   (9) Safety Data Sheets (SDS) for all products
   (10) Shop drawings / product data / samples, highlighting specific part/model numbers proposed, along with all selected options (as applicable)

(11) Descriptive literature/catalogue cuts shall be annotated/highlighted with sufficient clarity so as to identify the products proposed for this project and show its conformance with contract requirements
(12) Results of all third-party testing - Within 7 days after testing performed

H.16. PRODUCT APPROVAL

FAR 52.236-5, Material and Workmanship, states "[w]hen required by this contract or by the Contracting Officer, the contractor shall also obtain the Contracting Officer's approval of the materials or articles which the contractor contemplates incorporating into the work. When requesting approval, the contractor shall provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection."

(a) Approval of proposed materials or articles shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirements, or relieve the Contractor from any contract requirement. Before submitting requests for product approval, the Contractor shall assure himself that the materials or equipment will be available in the quantities required. No change or substitution of approved materials or articles will be permitted after a request has been approved.

(b) Materials and equipment incorporated in the work shall match the approved materials or articles. If requested, approved samples, including those that may be damaged in testing, will be returned to the contractor, at his expense, upon completion of the contract. Samples not approved will also be returned at Contractor expense, if so requested.

(c) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further requests for approval of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment that previously has proved unsatisfactory in service.

(d) Deviations from the contract requirements shall be specifically pointed out in transmittal letters. Failure to point out deviations may result in subsequent rejection and removal of such work at no additional cost to the Government.

(e) Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. The contractor shall replace such materials or equipment to meet contract requirements, or there shall be an adjustment of the contract price as determined by the Contracting Officer.

(f) When tests are required, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet specification requirements will be rejected. Testing additional samples will be done by the Government at the expense of the contractor.

(g) The contractor shall furnish additional certification on conformance to the specification requirements as may be requested by the Contracting Officer.

H.17. APPROVED EQUIVALENTS (OR EQUALS)

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

H.18. PRECONSTRUCTION CONFERENCE

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

H.19. PROGRESS MEETINGS

(a) The Contractor shall schedule and administer monthly construction progress meetings throughout the contract performance period. Additional meetings may be held as required. The location of progress meetings will normally be on site; however, other locations may be approved by CO.

(1) The Contractor shall make arrangements for meetings, prepare agenda, and distribute notice of meetings to participants three (3) business days in advance of each progress meeting. Meeting agenda shall cover topics pertinent to continued progress and successful completion of the contract.

(2) The CO, or if not attending, the appointed COR will preside over progress meetings. The Contractor shall record meeting minutes and distribute copies within five (5) calendar days after each meeting to participants, entities affected by meeting decisions, and the CO.

(3) Attendance: Contractor, project superintendent, and subcontractors and suppliers as appropriate to agenda; the CO, COR, and other Government representatives may attend as appropriate.

Suggested topics include:

(i) Review previous meeting minutes

(ii) Review schedule and progress

Contractor shall be prepared to (1) discuss the work and any causes of work delay(s); (2) present a plan to bring the work back into conformance with the schedule; or, if necessary (3) to propose a revised work schedule.

(iii) Review field observations, problems, and decisions

(iv) Status of submittals / RFIs

(v) Off-site fabrication and delivery schedules, if applicable

(vi) Quality control

(vii) Progress payments

H.20. CONTRACTOR DAILY REPORT

(a) The Contractor shall prepare and file a "Contractor's Daily Report", for each scheduled work day of contract performance for this contract. The daily report should cover all work completed on the previous day.

(b) The daily reports shall be delivered not later than ***12:00 PM (noon) the following business day*** via E-Mail ***for all work completed on the previous day*** to the Contracting Officer and the COR or other designated individuals identified by the Contracting Officer.

(c) Each daily report shall include prime Contractor and sub-contractor, at any tier, personnel on the project site, all work performed, equipment used on site, tests performed, weather conditions and all general activities for each day of scheduled work.

(d) Reports shall be chronologically numbered, dated and signed by the Contractor or the Project Manager. If no work was performed it must be noted on the daily report.

(e) Failure to submit the daily reports could result in payments being withheld until such time as all daily reports are current. The daily report form may be provided to the contractor at the preconstruction conference. Alternatively, the Contracting Officer may approve use of the Contractor's Daily Report form.

H.21. INSTRUCTIONS FOR SUBMISSION OF PAYROLLS

(a) One copy of all payrolls pertaining to the work (including payrolls of all subcontractors performing work on the job) shall be submitted weekly to the Contracting Officer through the Project Manager/COR by the prime contractor. Each such payroll must be accompanied by a fully executed Contractor's Weekly Payroll Statement, indicating that no deductions have been made from weekly wages of employees other than those authorized. The statements must be signed by person supervising payment. Contractor's Weekly Payroll Statement can be found on the U.S. Department of Labor Payroll Form WH 347).

(b) The contract number and project number must be shown on each payroll.

(c) Complete address, classification, straight time hours worked each day, total straight time hours worked in week, rate of pay, overtime hours worked each day, total overtime hours worked in week, overtime rate of pay, gross earnings, each deduction and net pay must be shown for each employee.

(d) Employees must be classified within one of the classifications as shown on the Wage Rate Schedule of the contract. The exact classification, as shown on the Schedule which conforms to the work performed, must be shown on the payroll; that is, when a truck driver is shown, indicate type of vehicle listed in the Schedule under these headings; when a laborer is shown, indicate whether air tool operator, building, etc.; when a welder is shown, list the craft to which the welding is incidental; when an electrician is shown, list the type and zone. Whenever a foreman or superintendent is listed, show the class of workers he is supervising, such as electricians, plumbers, carpenters, etc., as his pay should be as much or more than those he supervises. Classifications not shown on Wage Rate Schedule contained in the contract will not be accepted. In those cases in which the contractor feels that the work performed by his employees will not conform to a craft shown in the Schedule, the problem shall be presented to the Contracting Officer.

(e) All employees must be paid time and one-half their basic rate of pay for all hours worked in excess of 40 hours in any one week.

(f) The prime contractor is responsible for the correct submission of his and subcontractor payrolls. The prime contractor must submit payrolls and/or statements for each week during the life of the contract. These weeks will begin with the weeks as listed on contract progress schedule. For any week in which no work is performed by the prime contractor, only the "CONTRACTOR'S WEEKLY PAYROLL STATEMENT" need be submitted. These payrolls and/or statements will be numbered consecutively. The prime contractor will list, on the face of his form, the names of all approved subcontractors and whether or not they worked during this period (week). If any of the subcontractors did work during the period, their payrolls and statements should accompany the prime contractor's payroll and/or statements. Each subcontractor needs to submit payrolls and statements only for those weeks in which he works, but these must be numbered consecutively.

(g) All apprentices must be registered in a bona fide apprenticeship program, registered with a State Apprentice Agency recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor. Evidence of such registration must be furnished the procurement office prior to or together

with submission of payroll on which apprentice's name first appears. If an apprentice is employed on such contract, and is not a registered apprentice, the contractor will be required to pay journeyman rates of the craft for which the employee was shown as apprentice. Also, period of apprenticeship under which the employee is serving must be indicated on the payroll.

H.22. INSPECTIONS, TESTS, REPORTS AND TEST RESULTS

The required inspections, tests and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers and other as required, shall be at the Contractor's expense. Contractor shall submit all results of test required by the contract to the COR for review.

H.23. PERMITS AND CERTIFICATES

(a) Contractor shall be responsible for obtaining all required construction permits and licensing, and paying all applicable fees as required, in accordance with FAR 52.236-7, Permits and Responsibilities.

(b) Contractor shall submit a copy of all permits and certificates as required by the contract to the COR.

H.24. DEMOLITION (If applicable)

(a) Demolition or removal of project components shall not occur until replacement components are on site unless approved by the COR. All demolition shall be coordinated with the COR and Facility Manager to minimize the impact on the ongoing building operations.

(b) Disposal of demo waste materials will become the property of the Contractor; transport, disposal of or recycle waste materials off-site and off Government property.

(c) The water tight integrity of the building shall be preserved at all times. If the primary barrier is required to be broken to support construction, a temporary barrier shall be put in place until the primary barrier can be re-established.

H.25. WASTE

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

H.26. STANDARD REFERENCES

(a) Any materials, equipment, or workmanship specified by reference to the number, symbol, or title of any specific standard shall comply with the latest edition or revision thereof, and any amendment or supplement thereto, in effect on the date of the solicitation, except as limited to type, class or grade, or modified in the specifications.

(b) Standards referred to in the plans and specifications, except as modified, shall have full force and effect as though printed in the plans and specifications.

(c) The contractor shall maintain on the site, a complete current set of manufacturers' and standards referenced from work under the contract.

H.27. PROTECTION OF WORK AND PROPERTY/SAFETY REQUIREMENTS

(a) The Contractor shall have the ultimate responsibility for safety on the project site at all times until final completion and acceptance of the project. Contractor shall supply all required worksite safety equipment.

(b) The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as found in 29 CFR 1910 and 1926, which are applicable to the construction project, including requirements set forth within solicitation provisions and contract clauses. In addition to OSHA safety standards, the Contractor shall also adhere to all current local, federal, and state safety requirements. In the event where any safety standard referenced herein conflicts with another, the more stringent shall govern.

(c) Contractor shall be responsible for complete and strict compliance with the **each health center and clinic mentioned** policies and permitting requirements including the safety and interim life safety, policies. These policies shall be made available to the Contractor at their request.

(d) Contractor shall submit Safety Data Sheets (SDS) for all applicable products used on the project. Contractor shall maintain SDS binders on site at all times which shall include approved submittal prior to bringing material/product on-site.

(e) Contractor shall maintain access to and from the building, allowing required egress and ingress by patients, visitors, and staff.

H.28. SAFETY, ACCIDENT PREVENTION PLAN AND ACCIDENT/INCIDENT INVESTIGATION & REPORTING

(a) Contractor shall submit for approval a written site-specific Safety and Accident Prevention Plan, prior to any site work commencing, explaining how they will comply with FAR 52-236-13.

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

H.29. DEBRIS CONTROL AND PREVENTION/CONSTRUCTION

(a) Contractor shall install protective measures to contain dust and debris during construction to assure a safe and irritant free environment for building occupants or as required by relevant policies and/or the COR. Contractor shall provide protection from dirt and dust, returning all areas to the original condition after work is complete. Damages caused by the Contractor, and/or Sub-Contractors are the responsibility of the Contractor.

(b) Contractor shall provide temporary safety barriers, as necessary or required by relevant policies and/or the COR, to provide safety for workers, hospital staff and patients during construction.

(1) Contractor shall be responsible for ensuring safety of the public and their employees at all times during this contract in accordance with all applicable OSHA regulations.

(2) Contractor shall protect the work, the site, and all existing property and structures within the limit of construction activities or that may be affected thereby until acceptance of the work. Any damage to property shall be repaired at the Contractor's expense, to pre-damaged condition to the satisfaction of the COR.

H.30. MATERIALS AND EQUIPMENT

(a) The material and equipment to be furnished under these contract documents shall be the standard products of manufacturers regularly engaged in the production of such materials and equipment and shall be the manufacturer's latest standard design.

(b) All materials and equipment to be incorporated in the work shall be handled and stored by the manufacturer, fabricator, supplier and Contractor before, during and after shipment in a manner to prevent warping, twisting, breaking, chipping, rusting and any injury, theft or damage of any kind whatsoever to the materials and equipment. All materials and equipment furnished by Contractor shall be subject to inspection and approval by the CO or COR.

(c) All materials shall be installed per manufacturer's instructions and all applicable codes, and good work practices.

H.31. MATERIALS ON SITE

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

H.32. OPERATIONS AND STORAGE AREAS

(a) Reference FAR 52.236-10 Operations and Storage Areas. Contractor staging and storage area location shall be coordinated with the Facility Manager. Construction materials shall be secured and stored in an enclosed and dry area protected from damage and soiling. Staging is limited in or near the construction area for a construction office or trailer. Construction equipment and material storage shall be located in the approved staging area.

(b) Ground disturbance and site management will be carefully controlled to prevent undue damage to vegetation, soils, and resources and to minimize air, water, soil, and noise pollution. Contractor staging and storage area **shall be returned to pre-construction conditions prior to final inspection**.

H.33. AVAILABILITY AND USE OF UTILITY SERVICES

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

H.34. GENERAL PROVISIONS

(a) TEMPORARY MATERIALS: Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

(b) SANITARY FACILITIES: Contractor shall provide and maintain temporary toilet facilities in accordance with State Health Department and IHS regulations. Enclosures shall be weatherproof, sight proof and of sturdy construction. Completely remove sanitary facilities on completion of work.

(c) FIRE PROTECTION EQUIPMENT: Observe and enforce standards of fire prevention. No open fires shall be allowed.

(d) VEHICLES AND EQUIPMENT: Contractor shall provide one fire extinguisher on each vehicle or piece of equipment. Extinguishers shall have a minimum UL rating of 2-A: 10-B: C. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

(e) HAZARD CONTROL: Contractor shall take all necessary precautions to prevent fire during construction. Do not store flammable or combustible liquids in existing structures. Provide adequate ventilation during use of volatile or noxious substances.

(f) SIGNAGE: Contractor shall include all signage necessary to redirect patients, staff, and visitors. Interior signage shall include any signage necessary to ensure safety of staff and patients and to meet Interim Life Safety Measures. Exterior signage shall be included as necessary to redirect vehicles and pedestrians.

(g) WELDING: Cutting by torch or welding shall be performed only when adequate fire protection is provided and the welding quality and hot work plans have been approved by the facility Safety Officer.

(h) WEATHER PROTECTION: Inclement weather is expected, Contractor shall provide temporary protection, for areas where roofing, siding, windows, doors or other enclosing elements have been removed or have not been installed. Inspect protective coverings frequently to ensure that they are functioning properly.

(i) CONSTRUCTION ZONES: Construction zones shall be fenced with COR approved construction barrier fencing, plastic or portable fencing, before any construction activity. The fencing shall define the construction zone and confine activity to the minimum area required for construction.

(j) HOUSEKEEPING: Contractor shall accomplish housekeeping on a daily basis.

(k) PROTECTION OF PUBLIC: Barricade, or otherwise block off the immediate work area to prevent unauthorized entry. Erect and maintain barricades and warning signs.

(l) CONTRACTOR PARKING: Contractor parking shall be limited to existing roads, in legally designated areas, and within approved staging area(s), location to be approved by the Facility Manager.

H.35. TRUCKING

(a) All trucks, bringing to or removing from the site, earth, loose materials, or debris shall be loaded in a manner to prevent dropping of materials on streets.

(b) At all points, where trucks leave the project site and enter adjacent paved streets, the contractor shall maintain an installation and crew to prevent any mud from being carried onto such adjacent paved streets.

(c) Earth, loose materials, or debris deposited on the streets due to contract trucking activities shall be removed daily.

H.36. NEW WORK

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

H.37. EXISTING WORK

(a) Work replaced shall match similar existing work. Structural members shall not be cut or altered, except as shown, without authorization of the Contracting Officer. Work remaining in place damaged or defaced during this contract shall be restored to the condition at time of award of contract.

(b) Discolored or unfinished surfaces exposed by removal of existing work and indicated to be the final exposed surfaces shall be refinished or the material shall be replaced to be uniform and harmonious with contiguous work. Work out of alignment, where exposed by removal of existing work, shall be called to the Contracting Officer's attention.

H.38. AS BUILT DRAWINGS

The Contractor shall maintain during the progress of the work one (1) full-size set (24" x 36") of completed and up to date red-line drawings, which shall be available for inspection by the Government at any time. These drawings shall be marked up to record all changes in the work as they occur, and the exact location of all exposed and concealed pipe runs, valves, plugged outlets, cleanouts and other control points including, but not limited to, electrical conduits, and ducts, mechanical valves, shut-off switches, etc., in such a manner as will provide a complete, accurate as built record. The location of pipes or control points concealed underground, under concrete, in chases or above hung ceilings shall be dimensioned. In-progress as-built documentation will be reviewed with each progress payment request as a required element. The completed set of as built paper reproducible drawings shall be delivered to the Contracting Officer, in a condition satisfactory to him/her. **As builts shall be submitted for review/approval as a condition precedent to the request for final inspection of the work.**

H.39. EQUITABLE ADJUSTMENTS DUE TO CHANGES

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

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

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

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

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

(e) Should a proposal cost exceed $2,500,000 or is required for a lesser amount at the direction of the Contracting Officer for a change, certified cost or pricing data shall be submitted in a format which satisfies the requirements of FAR 15.4. When certified cost or pricing data are required, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (FAR 15.406-2) as soon as practicable after price agreement is reached.

(f) Allowable overhead, profit, and percentages are given below. These percentage shall be limited to three tiers only and shall be considered to include, but not limited to, all insurance other than FICA, FUTA, SUTA and Workmen's Compensation, field and office supervisors, assistants, and clerical

personnel, use of small tools, incidental job burdens, and general office expense. Incidental job burdens include, but are not limited to, review and coordination, and estimating and expediting relative to contract changes that are associated with field and office supervision.

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

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

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

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

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

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

Time Extension:

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

Delay and Impact Costs:

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

H.40. ORDER OF PRECEDENCE - REQUIREMENTS, SPECIFICATIONS, DRAWINGS

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

(a) Section B – Schedule
(b) Section I – Terms & Conditions

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

H.41. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents. The Contractor assumes responsibility for any and all damage and/or injury to persons or property resulting from any action of prime contractor and subcontractor employees (at any tier).

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and held harmless against claims for damage or injury in such cases.

H.42. PHYSICAL BARRIER AND ACCESS CONTROL

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

(b) Failure to adhere to this requirement may result in permanent removal of the Contractor employee found to be outside of the approved construction activity/work zone. Repeated failure to adhere to this requirement may result in termination of this contract for default in accordance with FAR 52.249-10.

H.43. CONTRACTOR EMPLOYEE SECURITY CLEARANCE RESPONSIBILITIES

(a) The Contractor, at its discretion, is responsible for completing investigations and background checks for all employees, including sub-contractors and their employees that perform work under this contract on the job site. The contractor is responsible for any and all actions of prime contractor and

sub-contractor employees (at any tier) permitted physical access to the job site during the performance of work under this contract. The contractor is responsible to ensure all employees' access is limited to authorized work zones.

(b) The Contractor's competent superintendent (See Section I.1, FAR 52.236-6) shall be required to pass an IHS background investigation and security clearance review. **At least 10 days prior to work initiating the superintendent will be required to submit the following to the designated IHS Personnel Security Representative**:

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

H.44. WARRANTY OF CONSTRUCTION

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

H.45. CLOSEOUT AND WARRANTY

(a) Contractor shall provide closeout and warranty documents prior to submitting the FINAL Payment request.

(b) Operation and Maintenance (O&M) Manuals - 1 hard copy and 1 digital (PDF)

(1) Contractor shall submit all O&M Manuals (1 hard copy and 1 digital (PDF)) to the COR for review and approval. Submit draft versions of these items electronically (PDF). Once approved, provide hard copy in one (1) three ring binder with section dividers for each deliverable. Final deliverables shall include a CD with all approved deliverables in electronic form (PDF).

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

(c) Warranty Certificates - 1 hard copies and 1 digital (PDF)

Contractor shall provide the Warranty Certificates (1 hard copy and 1 digital (PDF)).

(d) As-Built Drawings – 1 hard copy

H.46. REPORT OF ERROR AND DISCREPANCIES

(a) Contractors shall promptly notify the CO in writing of any discrepancies.

(b) Contractors shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.

(c) Contractors shall bear all costs in replacing all materials and labor due to not observing the above and such replaced materials shall meet the approval of the CO.

(d) Any proposed changes to the specifications by the Contractor must be submitted in writing to the CO for approval prior to implementation.

H.47. STANDARDS OF MANUFACTURER

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

(b) For purpose of establishing the standard of construction and the requirements to be met in the contract, the drawings and these specifications are based on the use of products hereinafter specified, adapted to the installation as required to meet the condition.

(c) Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are equivalent materials and construction and equally adaptable to the conditions as approved by the CO.

H.48. TRIBE REQUIREMENTS – Crow Tribe

(a) Contractors are required to contact the Tribal Employment Rights Office (TERO) upon receipt of notification of award. Compliance with the tribal employment ordinance is required prior to starting work on any project performed on Tribal Land including payment of associated TERO fees/permits. Utilization of Tribal individuals will be a requirement of hiring goals for a set craft or skill level.

(b) The Contractor is responsible to pay all applicable tribe fees and/or taxes, or applicable requirements that may be incurred as a result of this project and must be included in the firm fixed price offered on the SF1442. Failure to include applicable tribe fees and/or taxes in the firm fixed price shall not constitute grounds for an equitable adjustment after award.

(c) Contractor shall obtain a business license, permits (if required by the tribe) and pay the required fees to the appropriate office of Crow Tribe. The general contractor and each subcontractor are required to obtain the business license on each project prior to starting work.

(d) Contact:

Crow Tribe Tribal Employment Rights Office
Dana Old Coyote
406-679-0414
http://www.crow-nsn.gov/tero.html

H.49. RESERVATION REGULATIONS

(a) The Contractor, its employees and subcontractors shall become familiar with and obey the regulations of the applicable Indian Reservation including fire, traffic, safety and security regulations while on the Reservation or installation. Those individuals driving motor vehicles shall observe and obey all speed limits posted throughout the reservation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

(b) Contractor equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

END OF SECTION

SECTION I – CONTRACT CLAUSES

I.1. FAR 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 web addresses –

Federal Acquisition Regulation (FAR): https://www.acquisition.gov/browse/index/far
(Clauses are located at FAR part 52 and begin with 52)

Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses: http://www.hhs.gov/policies/hhsar/

Revolutionary FAR Overhaul Clauses (RFO): https://www.acquisition.gov/far-overhaul

Deviations to clauses may be viewed at: https://www.acquisition.gov/caac-letters

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-14	Display of Hotline Posters(s) (3) https://oig.hhs.gov/fraud/	Nov 2021
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION) (RFO Apr 2026)	Jun 2020
52.204-13	System for Award Management Maintenance (DEVIATION) (RFO Apr 2026)	Oct 2018
52.204-14	Service Contract Reporting Requirements (DEVIATION) (RFO Apr 2026)	Oct 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION) (RFO Apr 2026)	Jan 2025
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (DEVIATION) (RFO Apr 2026)	Nov 2015
52.215-2	Audit and Records – Negotiation (DEVIATION) (RFO Apr 2026)	Jun 2020
52.215-8	Order of Precedence -- Uniform Contract Format (DEVIATION) (RFO Apr 2026)	Oct 1997
52.215-19	Notification of Ownership Changes (DEVIATION) (RFO Apr 2026)	Oct 1997

52.215-21	Requirements for Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (DEVIATION) (RFO Apr 2026)	Nov 2021
52.219-8	Utilization of Small Business Concerns (DEVIATION) (RFO Apr 2026)	Jan 2025
52.219-14	Limitations on Subcontracting (DEVIATION) (RFO Apr 2026) (f) (1) ☒ By the end of the base term of the contract and then by the end of each subsequent option period	Oct 2022
52.219-28	Post-Award Small Business Program Representation (DEVIATION) (RFO Apr 2026)	Jan 2025
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation (DEVIATION) (RFO Apr 2026)	May 2018
52.222-6	Construction Wage Rate Requirements (DEVIATION) (RFO Apr 2026)	Aug 2018
52.222-7	Withholding of Funds (DEVIATION) (RFO Apr 2026)	May 2014
52.222-8	Payrolls And Basic Records (DEVIATION) (RFO Apr 2026)	Jul 2021
52.222-9	Apprentices and Trainees (Deviation)(RFO Apr 2026)	Jul 2005
52.222-10	Compliance With Copeland Act Requirements (DEVIATION) (RFO Apr 2026)	Feb 1988
52.222-11	Subcontracts (Labor Standards) (DEVIATION) (RFO Apr 2026)	May 2014
52.222-12	Contract Termination – Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014
52.222-14	Disputes Concerning Labor Standards (DEVIATION) (RFO Apr 2026)	Feb 1988
52.222-15	Certification Of Eligibility	May 2014
52.222-35	Equal Opportunity for Veterans (DEVIATION) (RFO Apr 2026)	Jun 2020
52.222-36	Equal Opportunity for Workers With Disabilities (DEVIATION) (RFO Apr 2026)	Jun 2020
52.222-37	Employment Reports on Veterans (DEVIATION) (RFO Apr 2026)	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations (DEVIATION) (RFO Apr 2026)	Dec 2010
52.222-50	Combating Trafficking In Persons (DEVIATION) (RFO Apr 2026)	Nov 2021
52.222-54	Employment Eligibility Verification (DEVIATION) (RFO Apr 2026)	Jan 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION) (RFO Apr 2026)	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706 (DEVIATION) (RFO Apr 2026)	Jan 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION)	Apr 2026
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION) (RFO Apr 2026)	May 2024
52.223-5	Pollution Prevention And Right-To-Know Information, Alternate I	May 2024
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (DEVIATION) (RFO Apr 2026)	May 2024
52.223-23	Sustainable Products and Services (DEVIATION RFO Apr 2026)	May 2024
52.225-9	Buy American-Construction Materials (b)(2) ☒ NONE (DEVIATION) (RFO Apr 2026)	Oct 2022
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (DEVIATION) (RFO Nov 2025)	Jun 2000
52.226-7	Drug-Free Workplace	May 2024

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-4	Patent Indemnity-Construction Contracts	Dec 2007
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance – Work on Government Installation	Jan 1997
52.228-11	Individual Surety—Pledge of Assets	Feb 2021
52.228-12	Prospective Subcontractor Requests for Bonds	Dec 2022
52.228-15	Performance And Payment Bonds-Construction	Jun 2020
52.229-3	Federal, State, And Local Taxes *As a reminder all bidders are responsible for allowing for all applicable state, local taxes and fees within their bids and to perform their own due diligence in ascertaining them. Failure to do so will not constitute a request for an equitable adjustment to the contract price.*	Feb 2013
52.232-5	Payments Under Fixed-Price Construction Contracts	May 2014
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-16	Progress Payments (DEVIATION) (RFO Apr 2026)	Nov 2021
52.232-17	Interest	May 2014
52.232-23	Assignment Of Claims	May 2014
52.232-27	Prompt Payment For Construction Contracts	Jan 2017
52.232-33	Payment By Electronic Funds Transfer—System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments To Small Business Subcontractors	Mar 2023
52.233-1	Disputes Alternate I (Dec 1991) (DEVIATION) (RFO Apr 2026)	May 2014
52.233-3	Protest After Award (DEVIATION) (RFO Apr 2026)	Aug 1996
52.233-4	Applicable Law For Breach Of Contract Claim (DEVIATION) (RFO Nov 2025)	Oct 2004
52.236-2	Differing Site Conditions (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-5	Material And Workmanship (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-6	Superintendence By The Contractor (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-7	Permits And Responsibilities (DEVIATION) (RFO Aug 2025)	Nov 1991
52.236-8	Other Contracts (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-9	Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-10	Operations And Storage Areas (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-11	Use And Possession Prior To Completion (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-12	Cleaning Up (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-13	Accident Prevention Alternate I (Nov 1991) (DEVIATION) (RFO Aug 2025)	Nov 1991
52.236-14	Availability and Use of Utility Services (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-17	Layout of Work (DEVIATION) (RFO Aug 2025)	Apr 1984
52.236-21	Specifications and Drawings for Construction Alternate I (Apr 1984) (DEVIATION) (RFO Aug 2025)	Feb 1997
52.240-91	Security Prohibitions and Exclusions (DEVIATION) (RFO Nov 2025)	Aug 2025

52.240-93	Basic Safeguarding of Covered Contractor Information (DEVIATION) (RFO Nov 2025)	Aug 2025
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes (DEVIATION) (RFO Jul 2025)	Jun 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION) (RFO Nov 2025)	Jan 2025
52.245-1	Government Property	Sep 2021
52.246-13	Inspection -- Dismantling, Demolition, or Removal of Improvements	Aug 1996
52.246-21	Warranty of Construction	Mar 1994
52.248-3	Value Engineering – Construction	Oct 2020
52.249-2	Termination for Convenience of the Government (Fixed Price) Alternate III	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.253-1	Computer Generated Forms (DEVIATION) (RFO Nov 2025)	Jan 1991

I.2. HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) CLAUSES INCORPORATED BY REFERENCE

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES: http://www.hhs.gov/policies/hhsar/

Number	Title	Date
352.203-70	Anti-Lobbying (DEVIATION JUN 2026)	Dec 2015
352-208-70	Printing and Duplication (DEVIATION FEB 2026)	Dec 2015
352.223-70	Safety and Health	Dec 2015
352.224-71	Confidential Information (DEVIATION FEB 2024)	Dec 2015
352.226-1	Indian Preference (DEVIATION MAR 2025)	Dec 2015
352.226-2	Indian Preference Program	Dec 2015
352.226-3	Native American Graves Protection and Repatriation Act	Dec 2015
352.227-72	Publications And Publicity (DEVIATION Jun 2026)	Dec 2015
352.232-71	Electronic Submission Of Invoice Payment Requests (DEVIATION RFO Apr 2026)	Feb 2022
352.237-75	Key Personnel	Dec 2015
352.239-79	Information Technology Accessibility (DEVIATION FEB 2024)	Dec 2015

CLAUSES INCORPORATED IN FULL TEXT

I.3. FAR 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 *HHSAR* (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)

I.4. HHSAR 352.226-6 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS (MAR 2022)

(a) Definitions as used in this clause.

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

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

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

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

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

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

(d) Cooperation. The contractor must:

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

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

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

(End of clause)

END OF SECTION

SECTION J – LIST OF ATTACHMENTS

B01 Attachment J01 SOW CSU Phase II
B01 Attachment J01a IHS Crow Hospital Mold and Damage Repair Project Drawings
B01 Attachment J01b IHS Crow Hospital Mold and Damage Repair Project Manual
B01 Attachment J02 WD MT20260065
B01 Attachment J03 Self Performed Calculation Sheet
B01 Attachment J04 Past Performance Questionnaire
B01 Attachment J05 IHS IEE Representation Form

END OF SECTION

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

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

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

https://www.acquisition.gov/FAR/

(End of Provision)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.228-17	Individual Surety—Pledge of Assets (Bid Guarantee)	Feb 2021
52.240-90	Security Prohibitions and Exclusions Representations and Certificates (DEVIATION RFO)	Nov 2025

K.2. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION) (RFO Apr 2026)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

END OF SECTION

SECTION L – INSTRUCTIONS, CONDITIONS, & NOTICES TO OFFERORS

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

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

https://www.acquisition.gov/FAR/

(End of provision)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.204-7	System for Award Management (DEVIATION) (RFO Nov 2025)	Nov 2024
52.215-1	Instructions to Offerors-Competitive Acquisition (DEVIATION) (RFO Nov 2025)	Nov 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION) (RFO Nov 2025)	Nov 2021
52.225-10	Notice of Buy American Requirement-Construction Materials	May 2014
52.232-13	Notice of Progress Payments	Apr 1984
52.233-2	Service of Protest (DEVIATION) (RFO Nov 2025)	Sep 2006
352.239-73	Electronic and Information Technology Accessibility Notice (DEVIATION) (RFO Feb 2024)	Dec 2015

CLAUSES INCORPORATED IN FULL TEXT

L.2. FAR 52.216-1 TYPE OF CONTRACT (APR 1984) (DEVIATION) (RFO Apr 2026)

The Government contemplates award of a **firm-fixed price** contract resulting from this solicitation.

(End of Provision)

L.3. FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK (MAY 2014)(DEVIATION) (RFO Apr 2026)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

L.4. FAR 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for proposal submission, may be cause for rejection of the offer.

(b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --

(1) To unsuccessful offerors as soon as practicable after an award decision has been made; and

(2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20** percent of the bid price or **$3.0M**, whichever is less.

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

(End of Provision)

L.5. HHSAR 352.226-4 NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE (MAR 2022)

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (*www.IHS.gov/DAP*), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

L.6. SITE VISIT

Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit has been scheduled for – **18 August 2026 at 9:00AM MT**

Meet at the facilities department.

Please email the Contracting Officer at taylor.kanthack@ihs.gov with names of attendees at least 24 hours in advance of the scheduled site visit.

The Government is not responsible for any costs incurred by attendees who go to the project site.

While attendance to the site visit is not mandatory, offerors are urged to inspect the site where work is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. Offerors

should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so shall not relieve Offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government shall assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the solicitation, the specifications, or related documents.

** Individual requests for site visits will not be granted.

(End of Provision)

L.7. INTERPRETATION OF SOLICITATION - DISCREPANCIES

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

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

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

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

L.8. INQUIRIES (COMMUNICATION WITH THE CONTRACTING OFFICE)

(a) Offerors shall submit all questions concerning this solicitation in writing to both the Contracting Specialist at taylor.kanthack@ihs.gov. Questions should be received **no later than 10 calendar days prior to the proposal receipt date** to allow time for a response. Inquiries or questions received after this date will be at the discretion of the Government. Any responses to questions will be writing included in an amendment to the solicitation, without identifying the questioner. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern evaluation of offers and performance of the contract. **Information provided with each question should include a specific page, paragraph, clause or definitive citation requiring clarification or concern.**

(b) All inquiry emails shall have the name of firm, address, and contact number included in the text body of the email and be associated with a specific, named individual – first and last name and their position in the firm.

(c) **DO NOT directly contact the COR or other Government personnel listed in the Specifications/Drawings**. These personnel have been informed to direct all questions by interested offerors to be submitted to the Contracting Specialist at taylor.kanthack@ihs.gov.

L.9. PROPOSAL PREPARATION INSTRUCTIONS

(a) The offeror's proposal package shall be submitted electronically in PDF format only. No facsimile or other alternate method of submission will be accepted. Each electronic file submitted as an attachment to an email transmission. Due to file size limitations, each electronic file should be attached to a separate email. Electronic files shall be named as **75H701-26-R-00054, Crow Renovation Phase II** (Volume I or Volume II). The named file shall be included in the subject line of the email with the addition of "email X of X" (e.g. email 1 of 2) in the subject line.

***The offeror's proposal must be submitted in two (2) volumes** (see below). Each of the volumes shall be separate and complete so that evaluation of each may be accomplished independently.

I. Volume I - Representation and Price Proposal

II. Volume II – Technical Proposal (Factor 1: Technical Approach and Healthcare Construction Plan; Factor 2: Specialized Experience; Factor 3: Key Personnel; Factor 4: Past Performance)

Late submissions shall be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERS – COMPETITIVE ACQUISITION (Nov 2021) (DEVIATION RFO) reference subparagraphs (c)(3)(ii)(A) and (1), and FAR 15.107(b) (DEVIATION RFO).

Offerors shall allow sufficient time for electronic submission of proposals. Special attention is called to FAR 15.107 which states, "Any proposal, modification, or revision, that is received at the designated Government office (i.e., email address) in the solicitation after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made; and (1) If it was transmitted through an electronic commerce method authorized by the solicitation (i.e., email), it was received at the initial point of entry to the Government infrastructure **not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals**; or (2) It is the only proposal received.

It is the Offeror's responsibility to ensure sufficient time is provided for electronic submission to be processed through the Government's electronic point of entry.

(b) **Due date and Proposal Format.** Your proposal shall be submitted via email to taylor.kanthack@ihs.gov at your earliest convenience but no later than the date and time indicated in Section A, block 13a of the SF1442 unless changed by amendment.

Proposals submitted in response to this solicitation shall be formatted as follows below (Volume I (Technical Proposal) and Volume II (Price Proposal). The Contractor's proposal must be supported by necessary documentation to indicate that adequate planning to accomplish the requirement has been done. Failure to address any of the requirements herein may result in rejection of the offeror's proposal.

(c) Pursuant to FAR 52.204-7 System for Award, all offerors must be registered in System for Award Management (SAM) database. Offeror must have an active SAM registration at the time of the submission of their offer. Failure of an offeror to meet this requirement at the time of proposal submission shall result in the offer being non- responsive to the solicitation. Offerors may obtain information on registration and annual confirmation requirements via the internet at: https://www.sam.gov.

L.10. GENERAL INSTRUCTIONS

VOLUME I: REPRESENTATION AND PRICE PROPOSAL

a. Volume I, Indian Economic Enterprise Representation & Price Proposal, consists of the offeror's supporting documentation of the Indian Economic Enterprise Representation and their price proposal. The Indian Economic Enterprise Representation & Price Proposal will be evaluated in

accordance with the criteria contained in Section M.

b. The Volume I, Indian Economic Enterprise Representation & Price Proposal must be legible and not exceed 20 pages, single-sided. Any pages in excess of 20 will be disregarded, and will not be included in the proposal evaluation. Failure of the offeror to comply with the page limitations, resulting in the excess pages not being evaluated, shall not constitute grounds for a protest.

INDIAN ECONOMIC ENTERPRISE REPRESENTATION

a. Submittal Requirements: (**NOTE**: There are three (3) submission requirements that must be met under this Factor to receive an acceptable rating under this Factor). Pursuant to HHSAR 352.226-7, Indian Economic Enterprise Representation, the offeror must represent as part of its offer that it does meet the definition of Indian Economic Enterprise (IEE) as defined in HHSAR 326.601 and that it intends to meet the definition of an IEE throughout the performance of the contract; therefore, the following shall be demonstrated in the submission of the Offerors' proposal:

    1. (Submittal Part 1) Ownership must constitute not less than 51 percent of the enterprise:

       Submittal Requirements: For Indian owned businesses, the contractor shall complete and submit **Attachment J05 IHS IEE Representation Form** (Jan 2022) AND the controlling enterprise's Tribal enrollment/certificate of Degree of Indian Blood documentation (2 documents). Please note that there shall be no personally identifiable information (PII), such as social security numbers, included in the documentation submitted. Any PII shall be redacted prior to submission.

    2. (Submittal Part 2) The Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract:

       Submittal Requirements: Provide the planned trades and/or activities that are to be subcontracted along with corresponding amounts. This breakout is different from the FAR 52.219-14 Limitations on Subcontracting clause; therefore, this submission shall demonstrate how the prime firm will receive the majority of the earnings from the contract. There is no specific format required for this.

       - The small business designation (i.e., Native or Tribally Owned (i.e., IEE/ISBEE), Small Business, HubZone, 8(a), etc.) shall be designated for each trade and/or activity, even if subcontractor(s) for trade and/or activity is not known.
       - *NOTE: The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise. Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.*

    3. (Submittal Part 3) The management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. As stated in the definition of an IEE, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business.

       Submittal Requirements: Provide the management structure of personnel directly involved in the day to day operations and how they have the technical capabilities directly related to construction. There is no specific format required for this.

PRICE

a. Offerors shall complete Section B, Schedule of Prices for CLINs 0001. All proposal pricing information submitted by Offerors is for the exclusive use of the Government.

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

c. Fully complete and submit **Attachment J03, Self-Performance Calculation Sheet** in accordance with FAR 52.219-14, Limitations On Subcontracting.

    1. By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for *Construction by General Contractors*. The concern will **perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees**.

d. The Government expects that this contract will be awarded based upon adequate price competition. If necessary to support the determination of price reasonableness, the contracting officer reserves the right to request pricing information in addition to that included in the price schedule. ***The Offeror shall be prepared to provide cost breakdowns for each line item of the schedule to support proposed prices upon request by the Contracting Officer.*** Requested information to support pricing may include, but not be limited to, the following:
    2. Direct labor salary/wage information with associated payroll expenses, for personnel to be used in performance of the work;
    3. Staging costs;
    4. Subcontractor costs;
    5. Cost for equipment, supplies, and consumable materials;
    6. A breakout of related support costs, such as equipment maintenance, rental, transportation, bond cost and fees, insurance, etc.;
    7. Overhead costs;
    8. General Administrative expenses;
    9. Profit

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

f. **Certifications and Representations:** Offeror's Certifications and Representations will be obtained from the United States federal government's System for Award Management (SAM) database, prior to award. The Offeror shall ensure information is current in SAM prior to the response due date. The Offeror shall ensure self-certification as small business status under NAICs Code 237110, size standard $45.0 million prior to response due date. Anomalies and inconsistencies found in the Offeror's Certifications and Representations may result in deeming the Offeror's proposal non-responsive.

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

submission of the proposal may result in rejection of the offer.

Joint Venture Agreement: (1) All offers submitted by joint ventures must include a copy of the joint venture agreement which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member. (2) An authorized representative of each member of the joint venture must sign the submission accompanying an offer regardless of any agency relationship established between the members.

SBA Mentor – Protégé Agreement: If a business concern is contemplating an 8(a) Mentor-Protégé Joint Venture on this construction contract, evidence shall be provided from the Offeror that the Mentor-Protégé Agreement has been submitted and approved by the Small Business Administration (SBA) by the closing date of RFP submission. All Mentor-Protégé Joint Ventures must be in accordance with SBA requirements. Mentor-Protégé Joint Ventures applications must be approved by the Mentor-Protégé's cognizant SBA office on or before the date that proposals are due. Failure to demonstrate SBA approval of the Mentor-Protégé Joint Venture with the proposal may result in rejection of the offer.

VOLUME II: NON-PRICE PROPOSAL

Factor 1 – Technical Approach and Healthcare Construction Plan (Acceptable/Unacceptable)

Submittal Requirements: The Offeror shall demonstrate an understanding of the project and provide information on how the project is to be organized, staffed, and managed that demonstrates the offeror's understanding and effective management of events and tasks. Fully discuss how the contract requirements will be met and the means used to accomplish them, with an emphasis on how the offeror intends to schedule and manage the project and any potential threats to the success of the project. Provide information on the offeror's facility, geographic location, and workforce that demonstrates the offeror's ability to meet or exceed the solicitation requirements including completing the project earlier than solicited. Merely repeating the contract requirements and stating that they will be accomplished, without discussing how the offeror will accomplish the contract requirements is not preferred.

Explain your project approach

- Describe how you will complete the work.
- Address renovation challenges, site conditions, access restrictions, staging, and any other limitations.
- Explain how you will handle safety and environmental concerns.
- Describe the facilities, equipment, workforce, and locations that will support the project.
- Explain how you will manage and coordinate consultants and subcontractors.
- Include a simple organizational chart showing the project team.

Provide a draft project schedule

- Show the timeline (in calendar days) after the Notice to Proceed.
- Include major milestones, project phases, and key tasks such as:
    - Submittals
    - Quality control
    - Systems testing
    - Commissioning
    - Operations & Maintenance (O&M) submissions/approvals

- Contract closeout

- Identify potential schedule risks and explain how you will address them.

The proposal shall demonstrate compliance with the project specifications, including Sections 011000, 013000, and 013526, as well as applicable infection-control, temporary-facilities, utility-coordination, and life-safety requirements.

Factor 2 – Specialized Experience (Acceptable/Unacceptable)

Submittal Requirements: Offerors are required to submit a technical proposal that sufficiently demonstrates its ability and experience to provide the following:

- **Provide up 3 to 5 relevant prime contractor projects**
  - Projects must be:
    - Vertical healthcare renovation projects
    - Over **$5 million** in construction value
    - Performed in a fully operational healthcare facility
  - Highlight experience with:
    - Rural reservations
    - Cold climates (such as Montana)
    - Tribal Employment Rights Ordinance (TERO)
  - For each project, include:
    - Project description
    - Project dates
    - Key personnel involved (must match the personnel listed in Factor 3)

- **Describe subcontractor experience**
  - Explain the experience of both the prime contractor and proposed subcontractors.
  - Focus on work performed in **24/7 operating healthcare facilities**.
  - Include each subcontractor's trade/scope of work and when the work was performed.

- **Describe experience working together**
  - Explain any previous experience where the prime contractor and proposed subcontractors worked together.
  - Include projects that were similar in size, scope, and performed in active healthcare facilities.

- **Demonstrate healthcare construction knowledge**
  - Describe the team's knowledge and experience with:
    - Infection Control (ICRA)
    - Interim Life Safety Measures (ILSM)

- **Highlight added value**
  - Explain what additional benefits or expertise your team brings based on your healthcare construction experience.

For each project, the Offeror shall identify the specific experience elements demonstrated by that project.

If any experience will be used for evaluation other than the prime firm, a teaming arrangement shall be provided. If this is the case, clearly describe any teaming arrangements, describe which firms, firms' resources, the relative firms' roles and responsibilities, and any contractual arrangements that have been established to constitute the offeror's team. If the Offeror is a Joint Venture (JV), relevant experience should be submitted by that JV entity. If the JV does not have shared experience, projects shall be submitted for each JV partner relevant to their overall JV partnership. Offerors who fail to submit experience for all JV partners may be evaluated as "UNACCEPTABLE.".

Factor 3 – Key Personnel (Acceptable/Unacceptable)

Submittal Requirements: The Offeror shall identify the individuals proposed for the following positions:

- **(Prime) Project Manager:** This person shall have a minimum of five (5) years of experience in the construction industry in projects of similar size, complexity, and occupancy type. This person will need to hold the individual assigned responsibility for quality control accountable for the quality of work and may have to remove that individual for non-compliance with the quality requirements specified in the contract.

- **Project Site Superintendent:** This person shall have a minimum of ten (10) years in construction contracts that includes at least five (5) years' experience in healthcare construction projects and minimum of five (5) years as a construction Project Superintendent. The contractor will ensure that a competent superintendent is onsite at all times. They will be required to oversee all work including subcontractors, safety and quality control. They are responsible to ensure all labor and safety requirements are complied with and ensure the work site is cleaned each workday. All communications concerning day-to-day workmanship on the project is the responsibility of the superintendent who has the necessary authority to act for the Contractor.

- **Project Scheduler:** This person shall have previously developed, created and maintained an electronic scheduling package (i.e. Oracle's PRIMAVERA Contractor software) for projects similar in nature and complexity to this project. This person shall have a minimum of five (5) years' experience in construction scheduling with three (3) years' specifically in commercial construction as a Project Scheduler. The scheduler must be available for monthly construction progress meetings.

- **Quality Control:** This person shall have a minimum of five (5) years of experience in quality management of construction contracts and shall have a minimum of three (3) years of experience as Quality Control Manager for commercial construction projects. This person will be responsible for ensuring the quality of work being completed and provide weekly reports to the Project Manager. In addition, the weekly reports will document what specific quality control measures were used for all work completed during the reporting period and attest all work to date meets the specified quality standards. The Quality Control Manager may also be the project Site Superintendent given they meet the requirements

- **Site Safety and Health Officer (SSHO):** proposed SSHO shall satisfy the qualification requirements of Section 013526.

The Offeror shall provide a resume for each proposed individual describing:

- Relevant education, training, licenses, and certifications.
- Experience performing the proposed role.
- Experience on occupied healthcare or similarly sensitive construction projects.
- Experience with phased construction, infection-control measures, utility coordination, and maintenance of ongoing facility operations, as applicable to the individual's role.

Factor 4: Past Performance (Acceptable/Unacceptable)

Submittal Requirements: Offerors are not required to submit separate information for this factor. In accordance with FAR 42.1101 (RFO Deviation), the Government will evaluate past performance primarily through the Contractor Performance Assessment Reporting System (CPARS) and other available sources.

If relevant CPARS information is unavailable under the Offeror's SAM Unique Entity Identifier, the Offeror may submit the Past Performance Questionnaire (PPQ) provided in Section J, Attachment 4. PPQs are optional and may be submitted only for projects identified under Factor 2 – Specialized Experience.

The Government will evaluate no more than five CPARS reports, PPQs, or a combination thereof for the prime contractor and/or JV. Projects documented through a PPQ must be at least 75% complete or have been completed within the six years preceding the proposal due date.

Completed PPQs may be submitted with the proposal or sent directly by the client to the Government point of contact before the proposal closing date. Offerors are responsible for providing accurate client contact information and ensuring timely submission. PPQs previously submitted for other solicitations shall not be incorporated by reference.

The Government may obtain or verify past performance information through CPARS, other Government databases, previous customers, references, or any other available source. The Government is not limited to the information submitted by the Offeror.

Offerors may provide explanations of performance problems, corrective actions, or adverse past performance associated with projects submitted under Factor 2. Explanations shall not exceed two double-sided pages or four single-sided pages in total.

Performance awards and other promotional information will not be considered.

END OF SECTION

SECTION M – EVALUATION FACTORS FOR AWARD

M.1. EVALUATION FACTORS FOR AWARD

(a) This acquisition will utilize **Lowest Price Technically Acceptable (LPTA)** source selection procedures in accordance with FAR 15.103-2 (DEVIATION RFO), as supplemented. This is a competitive LPTA best value source selection. The LPTA process is selected as appropriate for this acquisition because

the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

(b) By submission of its offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. The best value determination and subsequent contract award will be made to that offeror who has met all solicitation requirements, has been determined to be technically acceptable, has no less than satisfactory past performance, and who has offered the lowest price.

(c) An overall non-price factor rating must be at least "Acceptable" in order to be eligible for award. An "Unacceptable" rating in any factor results in the overall non-price factors being rated "Unacceptable" unless corrected through discussions. An overall non-price rating of "Unacceptable" makes a proposal ineligible for award.

(d) The Government intends to select ONE contractor for award of this effort. The proposals will be initially evaluated by lowest price and if the lowest priced proposal submitted is found to be technically acceptable, no other proposals will be evaluated, and award will be made to the lowest priced, technically acceptable offeror. However, if the lowest priced proposal is not found technically acceptable, the next lowest priced proposal will be evaluated until the lowest priced, technically acceptable proposal is found.

(e) For purpose of award, the Government will evaluate offers based on the evaluation factors described below. Volume I will be evaluated in accordance with paragraph (d) of this Section for proposal(s) determined to be acceptable under Factors 1-4. The price evaluation will be based on the "Total Price" listed in Section B.1 of this solicitation.

(f) Volume II – Technical Factors

FACTOR 1 Technical Approach and Construction Plan (Acceptable/Unacceptable)

FACTOR 2 Specialized Experience (Acceptable/Unacceptable)

FACTOR 3 Key Personnel (Acceptable/Unacceptable)

FACTOR 4 Past Performance (Acceptable/Unacceptable)

(g) Price is the discriminating factor for award among technically acceptable offers. The lowest reasonable price among technically acceptable offers will be selected for award. The Total Firm Fixed Price listed in block 17 of the SF1442 shall be utilized for the overall price evaluation and to determine the lowest priced offer. Selection does not commit the Government to awarding this project.

(h) If an Offeror is utilizing experience or past performance information from any entity that does not match the name, CAGE code, and / or Unique Entity ID (UEI) of the Offeror exactly as stated on the SF 1442 (e.g. affiliates, subsidiaries, parent companies, sister companies, etc.) the proposal shall clearly demonstrate how that entity will have meaningful involvement in the performance of the contract and specifically address which resources are being committed to the contract. Failure to comply with this requirement or failure to adequately demonstrate meaningful involvement and commitment of resources on behalf of that entity may result in that experience and past performance information to be considered not relevant and may result in lower ratings. This explanation shall be provided in Factor 2 as applicable for each project.

End of Section

M.2. VOLUME 1: RERESENTATION AND PRICE PROPOSAL

Indian Economic Enterprise Representation

a. Basis of Evaluation: Evaluation of this factor will be an assessment of the offeror's ability to demonstrate it meets the definition of an IEE as defined in HHSAR 326.601. This factor is rated on an Acceptable/Unacceptable basis. The minimum criteria for this factor is met when the offeror's submission adequately addresses each of the submission requirements, and the offeror clearly meets the definition of an IEE as defined in HHSAR 326.601:

    1. Ownership must constitute not less than 51 percent of the enterprise:

       To achieve a pass rating, the offeror shall complete and submit **Attachment J05 IHS IEE Representation Form** (Jan 2022) along with the controlling enterprise's Tribal enrollment/certificate of Degree of Indian Blood documentation.
    2. The Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract:

       To achieve a pass rating, the offeror shall provide the planned trades and/or activities that are to be subcontracted along with corresponding amounts to meet the definition.
    3. The management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. As stated in the definition of an IEE, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business.

       To achieve a pass rating, the offeror shall provide the management structure of personnel directly involved in the day to day operations and how they have the technical capabilities directly related to construction to meet the definition.

Price

Basis of Evaluation: The Government shall conduct a price evaluation of technically acceptable offer(s). The Government will evaluate price based on the Total Price included in Box 17 on the SF1442.

Failure to address any of the Section **L.10 VOLUME I (Price Proposal) Submittal Requirements** may result in an "UNACCEPTEBLE" rating and the proposal may not be considered for further evaluation.

M.3. VOLUME II: NON PRICE FACTORS

Factor 1: Technical Approach and Healthcare Construction Plan

Basis of Evaluation: An offeror will be rated **Acceptable** when its proposed approach demonstrates a clear understanding of the project requirements and presents a feasible method for safely completing the work without unacceptable disruption to hospital operations.

Factor 2: Specialized Experience

Basis of Evaluation:

Acceptable: The Offeror demonstrates at least one completed or substantially completed renovation project within an occupied hospital or occupied healthcare facility that includes the required infection-control, life-safety, phasing, and utility-coordination experience. The Offeror's submitted projects collectively demonstrate the remaining specialized-experience requirements.

Unacceptable: The Offeror does not demonstrate the required occupied healthcare renovation project, does not demonstrate one or more of the required specialized-experience elements, or provides insufficient information for the Government to determine compliance with the factor.

The Government will only review a maximum of five (5) submitted projects under this Factor. Any projects submitted more than five (5) times will not be considered.

- *If a teaming arrangement or joint venture is being proposed, a copy of the teaming or joint venture agreement(s) shall be included in the technical proposal. These agreements shall not count towards this factor's page limitation.
- * If any affiliates are included in this solicitation, each affiliate's experience and past performance will be evaluated in the same manner as the prime offeror. In addition, each affiliate will be subjectively evaluated with regards to what resources will be utilized, how they will be utilized and the overall involvement of the affiliate in performance of the contract.

Factor 3: Key Personnel

Basis of Evaluation: An offeror will be rated Acceptable when the proposed personnel possess qualifications and relevant experience sufficient to perform their assigned responsibilities.

Factor 4: Past Performance

Basis of Evaluation: The basis of evaluation will be the degree to which past performance evaluations (to include PPQs if applicable) and all other past performance information reviewed by the government (i.e., CPARS, PPIRS, FAPIIS, eSRS, performance recognition documents, etc.) reflect a trend of satisfactory performance. Evaluation of this factor will be an assessment of the overall past performance record on an Acceptable/Unacceptable basis.

Offerors need not submit for this factor; but if they choose to, offerors should submit past performance information on relevant projects that are at least 75% construction progress complete or completed within six (6) years preceding the date proposals are due on projects submitted under Factor 2, Specialized Experience. The Government may seek all relevant performance information on all responsive and otherwise Technically Acceptable Offerors through sources such as CPARS or other government databases and other sources that are available. The Government shall not be limited in its search for performance data.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.202(c)(1) (RFO Deviation). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "ACCEPTABLE."

M.4. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award without discussions with offerors (except clarifications as described in FAR 15.202(a)(2) (DEVIATION RFO)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Contracting Officer may choose to negotiate only with the lowest-price offeror and, if negotiations are unsuccessful, negotiate with the second lowest offeror and so forth.

END OF SECTION