

**INDIAN HEALTH SERVICE  
DIVISION OF ENGINEERING SERVICES**



**Solicitation Number: 75H70123R00045  
Project Number: OK2CLA01CB**

**Emergency Generator  
Clinton Indian Health Center**

**Clinton, Oklahoma**

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

<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H70123R00045	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	05/02/2023	2 58

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		OK2CLA01CB
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Indian Health Service (IHS) Division of Engineering Services (DES) - Seattle 701 5th Ave, Suite 1600 Seattle, WA 98104		See Block 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Matt Sanders	206-374-7302 or matt.sanders@ihs.gov

### SOLICITATION

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

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

Project: OK2CLA01CB, Clinton Emergency Generator Installation

Location: Clinton Indian Health Center, 10321 N. 2274 Rd, Clinton, OK 73601

See Section L.7 for Site Visit Information.

This project is issued as a 100% Small Business set-aside solicitation under North American Industry Classification System (NAICS) code 238210, Electrical Contractors and Other Wiring Installation Contractors. The associated size standard for this procurement is \$19 million.

CONSTRUCTION MAGNITUDE: The magnitude of this construction project is anticipated to be between \$1,000,000 and \$5,000,000, in accordance with FAR 36.204.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See F.1 FAR 52.211-10 ).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  10 days after award

### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM Pacific (hour) local time 1 June 2023 (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  LUMP SUM TOTAL \$ \_\_\_\_\_

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) 	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY 199 Indian Health Service (IHS), DES - Seattle 701 5th Ave, Suite 1600 Seattle, WA 98104	27. PAYMENT WILL BE MADE BY IHS Oklahoma City 701 Market Drive Oklahoma City, OK 73114

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 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.	<input type="checkbox"/> 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	31b. UNITED STATES OF AMERICA
30c. DATE	31c. DATE
	BY

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1. PRICE SCHEDULE

CLIN Item Numbers	Description	Quantity	Unit	Unit Price	Amount
0001	Provide a Firm-Fixed-Price for all supervision, labor, materials, equipment and associated costs with the plans, specifications, and all other RFP documents related to the <b>Clinton Emergency Generator Construction</b>	1	JB	\$	\$
	Total				\$

#### NOTES:

As a reminder, all offerors are responsible for allowing for all applicable state, local and tribal (where applicable) taxes and fees within their bids and to perform their own due diligence in ascertaining them. The Contractor is responsible to pay all applicable Tribal fees and/or 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. SF1442, Block 24:** Submit invoices in accordance with Section I, HHSAR 352.232-71, Electronic Submission of Payment Requests (Mar 2022) and Section G.5.

**B.3. 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, tribal requirements and perform all work required to complete the project in accordance with the 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.4 Pricing Data Submission:** In accordance with FAR 15.403-3(a), Requiring data other than certified cost or pricing data, the Contracting Officer reserves the right to request other than certified pricing data be submitted after proposals to show the breakdown of costs for the above CLIN. This may be required so that the determination of a fair and reasonable price can be made by the Contracting Officer.

**B.5 Disclosure of the Magnitude:** In accordance with FAR 36.204, this project is estimated to be between \$1,000,000 and \$5,000,000.

**B.6 Wage Determination:** Construction wages shall be paid for all applicable labor categories for each price schedule line item and shall be included in all pricing in accordance with FAR 52.222-6, Construction Wage Rate Requirements. The applicable Wage Determination(s) is included in Section J, Attachment J03.

**B.7 Definitions:** For purposes of this solicitation, the terms Offer, Offeror, or Offerors are synonymous with the terms Bid, Bidder, or Bidders.

**IMPORTANT INFORMATION:**

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

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

**END OF SECTION**

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Scope of Work applicable to this Project No. OK2CLA01CB, Clinton Emergency Generator, are provided as separate attachments in accordance with Section J.

**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 COR.

**END OF SECTION**

## SECTION E – INSPECTION AND ACCEPTANCE

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

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

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

(End of clause)

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

Number	Title	Date
52.246-12	Inspection of Construction	Aug 1996

### **E.2. INSPECTION OF SITE**

- (a) The Contractor shall be responsible for the complete coordination and proper relation of the work of all trades.
- (b) No allowances or extra construction on behalf of any Contractor will be permitted subsequently by reason of error or oversight on the part of any sub-contractor at any tier, or on account of interferences by the activities of the owner or others unless permissible in accordance with FAR 52.246-12, Inspection of Construction.
- (c) All dimensions shown on government provided drawings are based on "as-built" record drawings and, to the extent possible, accurately represent existing conditions; however, there may be some variance between existing conditions and contract drawings. The Contractor is responsible for

verifying all dimensions and for reporting to the CO any discrepancies that may affect performance of the work represented by contract drawings and specifications.

### **E.3. INSPECTION AND ACCEPTANCE**

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

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

#### **(a) Substantial Completion Inspection**

- (1) Substantial completion is the date when the work is sufficiently complete, in accordance with the contract documents, ready for beneficial occupancy or the designated portion thereof, for the use for which it is intended.
- (2) The Government at this point will conduct an inspection for the development of punch list items in preparation for final inspection.
- (3) The substantial completion inspection should be **at least 15 days prior to the contractual completion date and the date of final inspection**. The Contractor is to notify the CO at least 10 days in advance to schedule the substantial completion inspection.
- (4) If at the time of the substantial completion inspection the Government finds that the Contractor will not have the project complete at the contract completion date, the CO will withhold 10% of any progress payment due the Contractor. These funds will be used to off-set any liquidated or actual damages assessed against the Contractor. Remaining funds will be released upon final inspection, and completion of the contract.

#### **(b) Final Inspection**

- (1) Final Inspection completion date is the date established in the contract when the project is to be fully complete and is ready to turn over to the Government. When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer and his duly authorized representative (COR) at least 5 days prior to the desired date.
- (2) This includes final clean-up of the site, removal of all trailers, construction signs and debris removed, all punch list items resolved, Government's manuals turned over, all as built drawings completed and turned over to the Government.
- (3) All contract items, including any punch-list items, and final clean-up of the project site shall be totally complete on the day and at the time the final inspection is scheduled. Any discrepancies noted at the final inspection shall be corrected by the Contractor within the time specified by the Contracting Officer.
- (4) Failure on the part of the Contractor to have the project ready for final inspection may result in assessment of damages as specified in the contract.
- (5) Final inspection and acceptance of the work will be by the CO or an authorized representative appointed in writing.

**END OF SECTION**

**SECTION F – DELIVERIES OR PERFORMANCE**

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

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

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

(End of clause)

Number	Title	Date
52.236-15	Schedules For Construction Contracts	Apr 1984
52.242-14	Suspension of Work	Apr 1984

**F.2. FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to

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

(End of clause)

**F.3. EVALUATION OF CONTRACTOR PERFORMANCE**

In accordance with FAR 36.201 and FAR 42.1502 (e), the Contractor's performance will be evaluated upon completion of this contract. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

- a. Contractors will be sent an email notice to review and comment on the performance evaluations. **Contractor MUST be registered at the website Contractor Performance Assessment Reporting System in order to receive these evaluations. Contractor must register at <https://www.cpars.gov/index.htm>.** A contractor point of contact (POC), to receive notification of performance evaluations, shall be identified at time of award. The POC must maintain a current email address on file with the Contracting Officer.
- b. Timely performance by the contractor is very important. Failure to perform the work diligently on this contract could result in a negative past performance rating that could affect a Contractor's competitiveness for an award of future contracts.

**END OF SECTION**



## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1. CONTRACTING OFFICER**

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

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

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

### **G.3. CONTRACT ADMINISTRATION DATA**

Administration of this contract is under the cognizance of the Indian Health Service, Office of Environmental Health and Engineering, Division of Engineering Services.

- (a) The **Contracting Officer (CO)** for this procurement is:  
Matt Sanders  
Indian Health Service (IHS) / Division of Engineering Services (DES)  
701 Fifth Ave, Suite 1600  
Seattle, WA 98104  
Telephone Number: (206) 374-7302  
[matt.sanders@ihs.gov](mailto:matt.sanders@ihs.gov)
- (b) The **Contracting Officer's Representative (COR)** for this procurement is:  
To be determined after award

### **G.4. ADDRESS FOR CORRESPONDENCE**

- (a) It is the intent of the Government to use electronic means as much as possible while administering this contract.
- (b) **Most correspondence should be sent via e-mail** directly to the Administrative Contracting Officer ([matt.sanders@ihs.gov](mailto:matt.sanders@ihs.gov)) and Contracting Officer Representative. Include the Contract Number on all correspondence. Any overnight Mail and U.S. Mail shall be sent to the Contracting Officer, unless otherwise specified, at the following address:

Indian Health Service (IHS) / Division of Engineering Services (DES)  
Attn: Matt Sanders  
701 Fifth Ave, Suite 1600  
Seattle, WA 98104

## **G.5 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 Contractor is responsible for delivery of each request for payment **electronically using the Department of Treasury Invoice Processing Platform (IPP)** [www.ipp.gov](http://www.ipp.gov) or successor system. Hand delivery to the COR in the field does not constitute delivery to the billing office.
- (d) The final payment request will be rejected and returned to the contractor if all items required under the contract have not been completed, submitted, approved, and accepted prior to the receipt of the request; e.g., deficient work items, as-built, payrolls, reports, O&M manuals, delivery of extra stock material, etc.
- (e) Invoices shall be prepared, submitted and paid in accordance with the following FAR clauses specified in Section I:
- (1) 52.232-5, Payments Under Fixed -Price Construction Contracts (May 2014)
  - (2) 52.232-27, Prompt Payment for Construction Contracts (Jan 2017)
  - (3) 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
  - (4) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
  - (5) HHSAR 352.232-71, Electronic Submission of Payment Requests (Mar 2022)

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

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

#### **G.6. PAYMENT FOR MATERIALS STORED ON SITE**

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

contracting officer.

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

#### **END OF SECTION**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) REQUIREMENTS**

TERO fees do NOT apply to this contract.

### **H.2. RESERVATION REGULATIONS**

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

### **H.3. APPLICABLE WAGE RATES**

The applicable Tribal Employment Rights Office (TERO) or the Tribal Office of Labor Relations may require contractors performing work on Tribal land to use TERO or Tribal Office of Labor Relations wage rates for employees working on such projects. However, the Davis Bacon Act applies to all federal contracts and Davis Bacon Act wage rates take precedence to Tribal wage rates under this contract. If the TERO or Tribal Office of Labor Relations insists the Contractor use their wage rates, the Contractor should contact the Contracting Officer for assistance.

Applicable Construction Wage Decision for this contract is for **Custer County** in Oklahoma:  
**Attachment J03 - Wage Determination: General Decision Number OK20230036 (Heavy), dated 5 Jan 2023.**

### **H.4. WORK HOURS**

Scheduling of work shall be in close cooperation with the COR. Proposed work hours are 7:00 AM – 5:00 PM, Monday through Friday (excluding Federal holidays). All work shall be performed during these proposed hours to minimize impacts to residents. Requests to work outside these proposed hours shall be submitted in writing to the COR not less than 48 hours in advance of the proposed after hours work.

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

### **H.5. FEDERAL HOLIDAYS**

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

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 19th
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.6. SUBCONTRACTS**

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- (b) The contractor shall be responsible to the Government for acts and omissions of his own employees, and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.
- (c) The Government will not undertake to settle any differences between or among the contractor and his subcontractors or suppliers.
- (d) The contractor shall, without additional expense to the Government employ specialty subcontractors where required by the specifications. "Specialty Subcontractors," when specified as a requirement, means a subcontractor regularly engaged in the manufacture or installation of the contract items. The specialty subcontractor shall select and combine the materials involved, maintain and have available for the purpose, workmen skilled in the specified work. The specialty subcontractor shall be the manufacturer, be licensed by the manufacturer as an installer, or work under direct supervision of the manufacturer.
- (e) Within 10 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 10 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.7. SUBCONTRACTING**

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

- (b) The List of Parties Excluded from Procurement and Non-procurement Programs is available at <http://www.sam.gov/>.
- (c) In the event of the contractor's noncompliance with the foregoing requirements, the Government may terminate this contract for default or take other appropriate action, including, but not limited to, requiring the contractor to terminate any such subcontract and substitute an eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance.
- (d) The term "subcontractor," as used in this clause, shall mean the individual or firm with whom the contractor proposes to enter into a subcontract for manufacturing, fabricating, installing, or otherwise performing work under this contract.
- (e) **Within ten (10) days after contract award**, the contractor shall furnish to the Contracting Officer in writing a list of all subcontractors scheduled to perform work under the contract on Form SF-1413.
- (f) The contractor shall include the provisions of paragraphs a., b., and d. of this clause in every subcontract hereunder.

#### **H.8. 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.9. 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. Pursuant to HHSAR Clause, 352.237-75, Key Personnel, 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 30 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 and the contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.
- (b) The following positions are identified as Key Personnel: (1) Project Manager, (2) Superintendent and the (3) Safety Officer.

#### **H.10. PROJECT MANAGEMENT**

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

#### **H.11. 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.12. IDENTIFICATION OF CONTRACTOR EMPLOYEES**

- (a) Identification (ID) Badges. All personnel will be required wear a Contractor Identification Badge or identifying clothing at all times. Identification will be covered at the pre-construction meeting.
- (b) Display of ID Badges. Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. 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.
- (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.13 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.14. 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 52.223-6, 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.15. PROJECT SCHEDULE**

- (a) The Contractor shall develop a detailed schedule in Microsoft Project or approved equal. The first draft of the schedule must be presented **prior to the pre-construction meeting**. A completed schedule must be submitted **within 10 calendar days after work commences**, or agreed to date determined during the pre-construction meeting. Refer to FAR 52.236-15, Schedules for Construction Contracts. This schedule shall include key milestones of the project, including start and finish dates, visual assessments, laboratory testing, remediation and demolition, as well as proposed closeout durations.
- (b) All work shall be completed within 365 calendar days following the Notice to Proceed issued by the CO. The 365 days includes time for the submittal review period, long lead orders, demolition, construction, equipment setup, furniture installation, commissioning, and final inspection.
- (c) The Contractor shall submit this schedule for review and approval prior to work proceeding. Contractor shall actively maintain and update the schedule as required by the COR. Contractor is responsible for ensuring that the schedule is current and that the government has a current copy.
- (d) A copy of the most current project schedule shall be submitted with each progress payment/invoice request.

### **H.16. 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.5 Payment Process** for information required on the SOV.

### **H.17. SUBMITTALS**

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

- (1) Construction Project Schedule (FAR 52.236-15)
- (2) Schedule of Values
- (3) List of Subcontractors/SF 1413
- (4) Submittal Log
- (5) Contractor Key Personnel Contact Information



- (6) Safety and Accident Prevention Plan
- (7) Material Safety Data Sheets (MSDS) for all products
- (8) Shop drawings / product data / samples, highlighting specific part/model numbers proposed, along with all selected options (as applicable)

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

- (9) Results of all third party testing - Within 7 days after testing performed
- (10) Operation and Maintenance (O&M) Manual - 2 hard copies and 1 digital (PDF)
- (11) Warranty Certificates - 2 hard copies and 1 digital (PDF)

#### **H.18. 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.19. APPROVED EQUIVALENTS**

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

#### **H.20. PRECONSTRUCTION CONFERENCE**

Reference FAR 52.236-26 Preconstruction Conference. The Contracting Officer (CO) will schedule and conduct a Pre-Construction Meeting to be held after Notice of Award. This meeting will be held via teleconference. Maximum participation of the prime contractor and all subcontractors is expected. The CO may designate required attendance for sub-contractors.

#### **H.21. 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.22. CONTRACTOR DAILY REPORT**

- (a) The Contractor shall prepare and file a "Contractor's Daily Report", for each scheduled work day of contract performance for this contract.
- (b) The daily reports shall be delivered not later than **12:00 PM the following business day** via E-Mail **for all work completed on the previous day** to the Administrative Contracting Officer and the Contracting Officer Representative or other designated individuals identified by the Contracting Officer.
- (c) Each daily report shall include prime Contractor and sub-contractor. at any tier, personnel on the project site, all work performed, equipment on site, tests performed, weather conditions and all general activities for each day of scheduled work.
- (d) Reports shall be chronologically numbered, dated and signed by by the Contractor or designated representative. If no work was performed on a scheduled work day, a daily report must be submitted indicating this and the reasons.
- (e) Failure to submit the daily reports could result in payments being withheld until such time as all daily reports are current. The contractor can submit daily reports in any format as long as pertinent information such as date, weather, time, work completed, site safety observations, quality control observations, etc. are listed.

## **H.23. 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.24. INSPECTIONS, TESTS, REPORTS AND TEST RESULTS**

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

#### **H.25. PERMITS AND CERTIFICATES**

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

#### **H.26. WASTE**

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

#### **H.27. COORDINATION OF TRADES**

- (a) The Contractor shall coordinate with all other trades, as well as with existing conditions, in advance of the work, including requirements for openings, recesses and chases in the walls, partitions, framing or openings and routing of piping, ductwork, conduit, etc. relative to each trade to alleviate conflicts.
- (b) The drawings are in part diagrammatic and show the general arrangement of ducts, piping, conduits, etc., of mechanical and electrical work. The contractor shall have the Project Superintendent coordinate all fieldwork and shop drawings of the various trades prior to installation and for

submission of coordinated shop drawings for approval. Spaces shall be allotted to the various trades prior to the installation of the work. In spaces where all the various installations cannot be accommodated, the contractor shall, prior to fabrication or installation of work, notify the Contracting Officer and submit suggestions as to the solution. The contractor shall be responsible for the coordination of the various trades involving location and size of all sleeves, electric outlets, inserts, piping, shafts, conduits, hangers, ducts, and similar installations.

#### **H.28. 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.29. PROTECTION OF WORK AND PROPERTY/SAFETY REQUIREMENTS**

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

#### **H.30. SAFETY AND ACCIDENT PREVENTION PLAN**

- (a) Contractor shall submit for approval a written site specific Safety and Accident Prevention Plan, prior to any site work commencing, explaining how they will comply with FAR 52-236-13. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards. Contractor shall designate in writing the individual who is responsible for identifying and correcting safety hazards or violations on the job site.
- (b) One copy of the approved plan shall be provided to the CO and COR and one copy shall be maintained at the job site. In the event of changing site conditions or hazards, the plan shall be appended in writing and a copy of the change provided to the CO and COR.

### **H.31. ACCIDENT NOTIFICATION/REPORT**

In the event of a job-related accident, the Contractor shall **immediately notify the Administrative Contracting Officer (ACO) 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.32. 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.33. MATERIALS AND EQUIPMENT**

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

### **H.34. 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.35. OPERATIONS AND STORAGE AREAS**

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

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

#### **H.36. AVAILABILITY AND USE OF UTILITY SERVICES**

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.37. GENERAL PROVISIONS**

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

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

#### **H.38. TRUCKING**

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

#### **H.39. NEW WORK**

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

#### **H.40. EXISTING WORK**

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

#### **H.41. AS BUILT DRAWINGS**

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

#### **H.42. EQUITABLE ADJUSTMENTS DUE TO CHANGES**

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

- (1) Material quantities and unit price (Separated into trades)
- (2) Labor costs (separate into labor classifications and hourly rates)



- (3) Construction equipment
- (4) Workmen's compensation
- (5) Overhead
- (6) Profit
- (7) Employment taxes under FICA, FUTA and SUTA
- (8) Bond (Prime Contractor only)
- (9) Sales Tax
- (10) Direct Performance Time of Change
- (11) Impact on Schedule, if any
- (12) Impact Costs, if any

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

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

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

(e) Should a proposal cost exceed \$2,000,000 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:

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

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.43. ORDER OF PRECEDENCE - REQUIREMENTS, SPECIFICATIONS, DRAWINGS**

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

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

**H.44. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE**

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents. The Contractor assumes responsibility for any and all damage and/or injury to persons or property resulting from any action of prime contractor and subcontractor employees (at any tier).
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

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

#### **H.45. PHYSICAL BARRIER AND ACCESS CONTROL**

- (a) Subject to prior submittal and approval of the IHS, the Contractor shall install or construct a physical barrier between the construction activity/work zone and ongoing hospital/clinic operations. The barrier shall be installed prior to the commencement of all other work and shall control the access of all Contractor personnel to the approved construction activity/work zone. The Contractor must further prohibit all Contractor personnel authorized to perform work under this contract from entering any area of the facility other than those areas where work is being performed and is cordoned off from facility operations. The barrier shall be removed upon completion of all work and as approved by the IHS.
- (b) Failure to adhere to this requirement may result in permanent removal of the Contractor employee found to be outside of the approved construction activity/work zone. Repeated failure to adhere to this requirement may result in termination of this contract for default in accordance with FAR 52.249-10.

#### **H.46. CONTRACTOR EMPLOYEE SECURITY CLEARANCE RESPONSIBILITIES**

- (a) The Contractor, at his discretion, is responsible for completing investigations and background checks for all employees, including sub-contractors and their employees that perform work under this contract on the job site. The contractor is responsible for any and all actions of prime contractor and sub-contractor employees (at any tier) permitted physical access to the job site during the performance of work under this contract. The contractor is responsible to ensure all employees' access is limited to authorized work zones.
- (b) The Contractor's competent superintendent (See FAR 52.236-6) shall be required to pass an IHS background investigation and security clearance review. At least 10 days prior to work initiating the superintendent will be required to submit the following to the designated IHS Personnel Security Representative:
  - Fingerprints (need to be favorably adjudicated)
  - Background investigation submitted through e-QIP (requires completion of electronic questionnaire in e-QIP, resume, OF-306 form and the child care addendum form)
  - 3 references

#### **H.47. WARRANTY OF CONSTRUCTION**

Reference FAR 52.246-21 Warranty of Construction and Specification Section 01 00 00 – Warranties. All warranties the Contractor receives from sub-contractors, manufacturers and suppliers shall be executed in writing for the benefit of the Government. The Contractor shall provide the Contracting Officer copies of all warranties obtained.

#### **H.48. CLOSEOUT AND WARRANTY**

- (a) Operation and Maintenance (O&M) Manuals - 2 hard copies and 1 digital (PDF)

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

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

- (b) Warranty Certificates - 2 hard copies and 1 digital (PDF)

Contractor shall provide the Warranty Certificates (2 hard copies and 1 digital (PDF) within 7 days following final inspection.

- (1) As-Built Drawings – 1 hard copy
- (2) Contractor shall provide the O&M Manuals and Warranty prior to submitting the FINAL Payment request.

**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 two web addresses - This for FAR:

<https://www.acquisition.gov/far/> and this for HHSAR: <http://www.hhs.gov/policies/hhsar/>

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

Number	Title	Date
52.202-1	Definitions	June 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-7	Anti-Kickback Procedures	June 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	June 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	June 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct 2018
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-14	Service Contract Reporting Requirements	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	Nov 2015
52.215-2	Audit and Records – Negotiation	June 2020
52.215-21	Requirements for Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	Nov 2021
52.219-8	Utilization of Small Business Concerns	Oct 2022
52.219-14	Limitations on Subcontracting	Oct 2022
52.219-28	Post-Award Small Business Program Rerepresentation	Mar 2023

Number	Title	Date
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	May 2018
52.222-6	Construction Wage Rate Requirements	Aug 2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls And Basic Records	Jul 2021
52.222-9	Apprentices And Trainees	Jul 2005
52.222-10	Compliance With Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	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	Feb 1988
52.222-15	Certification Of Eligibility	May 2014
52.222-21	Prohibition Of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-27	Affirmative Action Compliance Requirements For Construction	Apr 2015
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers With Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations	Dec 2010
52.222-50	Combating Trafficking In Persons	Nov 2021
52.222-54	Employment Eligibility Verification	May 2022
52.222-55	Minimum Wages Under Executive Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.223-5	Pollution Prevention And Right-To-Know Information, Alternate I	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Jun 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	June 2020
52.223-21	Foams	Jun 2016
52.225-13	Restrictions On Certain Foreign Purchases	Feb 2021
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-1	Authorization and Consent	June 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	June 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	Pledge Of Assets	Feb 2021

Number	Title	Date
52.228-12	Prospective Subcontractor Requests for Bonds	May 2014
52.228-14	Irrevocable Letter Of Credit	Nov 2014
52.228-15	Performance and Payment Bonds-Construction	Jun 2020
52.229-3	Federal, State, And Local Taxes <i>As a reminder all bidders are responsible for allowing for all applicable state, local and tribal taxes and fees within their bids and to perform their own due diligence in ascertaining them. Failure to do so will not constitute a request for an equitable adjustment to the contract price.</i>	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	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)	May 2014
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law For Breach Of Contract Claim	Oct 2004
52.236-1	Performance of Work by the Contractor	Apr 1984
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-4	Physical Data	Apr 1984
52.236-5	Material And Workmanship	Apr 1984
52.236-6	Superintendence By The Contractor	Apr 1984
52.236-7	Permits And Responsibilities	Nov 1991
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements	Apr 1984
52.236-10	Operations And Storage Areas	Apr 1984
52.236-11	Use And Possession Prior To Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention	Nov 1991
52.236-14	Availability and Use of Utility Services.	Apr 1984
52.236-15	Schedules for Construction Contracts	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction Alternate I (Apr 1984)	Feb 1997
52.236-26	Preconstruction Conference	Feb 1995
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes	Jun 2007
52.244-6	Subcontracts for Commercial Items	Mar 2023
52.245-1	Government Property (Alt I) (Apr 2012)	Sept 2021
52.245-9	Use and Charges	Apr 2012

Number	Title	Date
52.246-21	Warranty of Construction Alternate I (Apr 1984)	Mar 1994
52.248-3	Value Engineering -- Construction	Oct 2020
52.249-2	Termination for the Convenience of the Government -- Fixed Price Alternate I (Sep 1996)	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.251-1	Government Supply Sources	Apr 2012
52.253-1	Computer Generated Forms	Jan 1991

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR)		
(48 CFR CHAPTER 3) CLAUSES: <a href="http://www.hhs.gov/policies/hhsar/">http://www.hhs.gov/policies/hhsar/</a>		
Number	Title	Date
352.203-70	Anti-Lobbying	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.211-3	Paperwork Reduction Act	Dec 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015
352.223-70	Safety and Health	Dec 2015
352.224-70	Privacy Act	Dec 2015
352.224-71	Confidential Information	Dec 2015
352.226-1	Indian Preference	Dec 2015
352.226-2	Indian Preference Program	Dec 2015
352.227-70	Publications and Publicity	Dec 2015
352.237-74	Non-Discrimination in Service Delivery	Dec 2015
352.237-75	Key Personnel	Dec 2015
352.239-74	Electronic Information and Technology Accessibility	Dec 2015

## **CLAUSES IN FULL TEXT**

### **I.2 FAR 52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (OCT 2022)**

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

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

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

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



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

*Cost of components means—*

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

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

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

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

*Domestic construction material means—*

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

NONE

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

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

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

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost

of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

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

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

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

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

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

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

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

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

(1)

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

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

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

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

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

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

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

#### **Foreign and Domestic Construction Materials Price Comparison**

Construction Material	Description	Unit of Measure	Quantity	Price (Dollars)*
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*Item1:*

Foreign construction material				
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Domestic construction material				
--------------------------------	--	--	--	--

*Item2:*

Foreign construction material				
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Domestic construction material				
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[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[ List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. ]

[ Include other applicable supporting information.]

(End of clause)

**I.4 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

**I.5. HHSAR 352.232-71, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MARCH 2022)**

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

(1) “*Payment request*” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

**END OF SECTION**

## **SECTION J – LIST OF ATTACHMENTS**

B01 RFP ATTACHMENT J01: Statement of Work  
B01 RFP ATTACHMENT J02: Clinton IHC Electrical Drawings Set  
B01 RFP ATTACHMENT J03: Wage Determination - Heavy  
B01 RFP ATTACHMENT J04: Self Performed Calculations Worksheet  
B01 RFP ATTACHMENT J05: Company Specialized Experience Form  
B01 RFP ATTACHMENT J06: Past Performance Questionnaire

**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
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.236-28	Preparation of Proposals -- Construction	Oct 1997

### **DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR)**

**(48 CFR CHAPTER 3) CLAUSES:** <http://www.hhs.gov/policies/hhsar/>

Number	Title	Date
352.239-73	Electronic Information and Technology Accessibility Notice	Dec 2015

### **K.2. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **238210: Electrical Contractors and Other Wiring Installation Contractors.**

(2) The small business size standard is **\$19M.**

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)



(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

☒ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**K.3. FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### **K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(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 (FAPIS) 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 FAPIS 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	Oct 2018
52.204-22	Alternate Line Item Proposal	Jan 2017
52.211-6	Brand Name or Equal	Aug 1999
52.228-17	Individual Surety—Pledge of Assets (Bid Guarantee)	Feb 2021
52.232-13	Notice of Progress Payments	Apr 1984

### **CLAUSES INCORPORATED BY FULL TEXT**

### **L.2. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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)**

(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 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.



(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Custer County, Clinton, Oklahoma.**

(End of Provision)

**L.5. 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.6. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Melissa Warmath  
OEHE Chief of Acquisitions  
Indian Health Service, Division of Engineering Services  
1301 Young Street, Suite 106-840  
Dallas, Texas, 75202-5433

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

(End of Provision)

**L.7. FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for— **Wednesday, May 17, 2023 at 10:30 am Central Time.**

(c) Visitors shall check in at the Clinton Indian Health Center front desk to sign-in then ask for Eric Stonerod, Facility Manager. There are no COVID restrictions at the facility at this time.

(d) Clinton Indian Health Center  
10321 N. 2274 Rd  
Clinton, OK 73601

- (e) The Government is not responsible for any costs incurred by attendees who go to the project site.
- (f) 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.

(End of Provision)

#### **L.8. TRIBAL BUSINESS AND LABOR REQUIREMENTS**

It is the offeror's responsibility to contact the Tribe to determine if a business license, fees and taxes are required for this project and the Tribal Employment Rights Office (TERO) to determine if the tribe has established employment requirements the contractor must comply with in order to employ tribal members where additional staff is required to perform the services and whether Tribal wage rates exceed the requirements of the Davis Bacon Act. If Tribal wage rates are higher than those required in the applicable DBA Wage Determination(s) for this project, the Offeror shall immediately contact the Contracting Officer for guidance. The Contractor will be responsible to pay all Tribal licenses, fees and taxes.

#### **L.9. INTERPRETATION OF SOLICITATION - DISCREPANCIES**

- (a) The Offeror has a duty to inquire and seek clarification concerning possible ambiguities and/or discrepancies. The Order of precedence for resolving any discrepancies among documents is solicitation document, specifications and drawings, descending in that order.
- (b) It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with all obligations shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.
- (c) Under no circumstances will any oral statements made be binding upon the Government unless such statements or agreements are issued in writing by the Contracting Officer.
- (d) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Contracting Officer at [matt.sanders@ihs.gov](mailto:matt.sanders@ihs.gov). Terms of the solicitation and specification remain unchanged unless the solicitation is amended in writing.

#### **L.10. INQUIRIES (COMMUNICATION WITH THE CONTRACTING OFFICE)**

(a) Offerors shall submit all questions concerning this solicitation in writing to the Contracting Officer at [matt.sanders@ih.gov](mailto:matt.sanders@ih.gov). Questions should be received **no later than 7 days prior to the proposal receipt date** to allow time for a response. Responses to inquiries received after this date will be at the discretion of the Government. Any responses to questions will be writing included in an amendment to the solicitation, without identifying the questioner. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern evaluation of offers and performance of the contract. **Information provided with each question should include a specific page, paragraph, clause or definitive citation requiring clarification or concern.**

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

(c) **DO NOT** directly contact the COR or other Government personnel. These personnel have been informed to direct all questions by interested offerors to be submitted to the Contracting Officer, [matt.sanders@ih.gov](mailto:matt.sanders@ih.gov).

#### **\*\*\*\*L.11. PROPOSAL PREPARATION INSTRUCTIONS\*\*\*\***

(a) The offeror proposal package shall be submitted electronically in PDF format only. No facsimile, or other alternate method of submission will be accepted. Each electronic file submitted as an attachment to an email transmission shall not exceed 8 megabytes in size. If the aforementioned electronic file exceeds 8 megabytes, divide data into separate files so as not to exceed 8 megabytes per file. Due to file size limitations, each electronic file should be attached to a separate email and the subject line of each email shall be named with **75H70123R00045** the addition of “email X of X” (e.g. email 1 of 2).

**\*\*\*\*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 - Technical Proposal** (Factor 1: Experience; Factor 2: Past Performance)

**II. Volume II - Price Proposal** (Factor 3)

Late submissions shall be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERS – COMPETITIVE ACQUISITION reference subparagraphs (c)(3)(ii)(A) and (1), and FAR 15.208.

Offerors shall allow sufficient time for electronic submission of proposals. Special attention is called to FAR 15.208 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.**

**Due date and Proposal Format.** Specific due date and time will be specified in the solicitation. Proposals submitted in response to this solicitation shall be formatted as follows:

### **General Instructions.**

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written, neatly presented, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date of the offer, and the solicitation number. Each volume shall be clearly marked by volume number and title.

### **(1) VOLUME I - TECHNICAL PROPOSAL**

#### **(i) General.**

(A) Volume I, Technical Proposal, consists of the offeror's proposal delineating its capabilities and how it intends to perform contract requirements. The Technical proposal will be evaluated in accord with the criteria contained in Section M.

(B) In order that the technical proposal may be evaluated strictly on the merit of the material submitted, **no contractual price information is to be included in Volume I.** However, the type and quantity of labor and materials is to be included in the Technical Proposal, without any associated cost information.

(C) **Page Limit:** The Technical Proposal, Volume I, shall not exceed 10 pages combined. Any pages that exceed the page limitation shall not be reviewed or evaluated, which may result in being rated as 'UNACCEPTABLE'. Copies of Joint Venture agreements, teaming agreements, cover letters, and table of contents are not included in this page limitation. Letters of appreciation, awards, social media links, and other information not requested in this solicitation will not be reviewed or evaluated. 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.

#### **(ii) Format and Content. Volume I, Technical Proposal, shall include the following contents:**

- (A) Table of Contents
- (B) List of Tables and Figures
- (C) Summary of Technical Proposal
- (D) Technical Proposal (Evaluation Factors 1 and 2)

#### **(iii) Evaluation Factors to be addressed:**

### **FACTOR 1: EXPERIENCE**

**Submittal Requirements:** The offerors shall exhibit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation by submitting at least three (3) but no more than five (5) relevant and recent projects that are of similar size, scope and complexity as described in this solicitation.

Experience will be evaluated based on the Offeror's demonstration of similarly relevant and recent projects within the broad scope of this solicitation for services as described in this solicitation. For the purposes of this factor, "Relevant" is defined as large power generator and/or primarily electrical installation projects similar in size, scope and complexity to the requirements described in this solicitation. "Recent" is defined as being at least 75% construction progress complete or completed within the past seven (7) years preceding the date proposals are due.

**Attachment J05, Company Specialized Experience Construction Form** is provided as a reference for information that shall be included with each project. This form is not required, but each project shall include at least all information on this form (e.g., firm name, project name, location of project, type of project, owner, scope, firm's role, cost, subcontracts, dates (month/year), reference contact information, etc.).

If any experience will be used for evaluation of 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 and recent 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." The submitted teaming arrangement does not count towards page count.

If any of the information required is not included in the proposal, then the contractor may be considered non-responsive and evaluated as "UNACCEPTABLE."

## **FACTOR 2: PAST PERFORMANCE**

Submittal Requirements: Past performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS). You need not submit documentation for this factor; but if you choose to do so, submit past performance information on projects submitted under Factor 1, Experience, only. If no past performance history is available for your submitted projects in CPARS, you may choose to utilize the attached Past Performance Questionnaire (PPQ) (**Section J, Attachment J06**) which will be used for evaluation. The Government will only evaluate up to five (5) CPARS/PPQs for the prime contractor and/or JV entity.

Government databases may be checked and previous customers and/or evaluators may be contacted as references or verification of performance. All performance ratings shall be considered for all submitted CPARS/PPQs. The Government reserves the right to evaluate past performance information on proposals submitted in response to this solicitation from any available source.

All projects submitted must be at least 75% construction progress complete or completed within seven (7) years preceding the date proposals are due.

The PPQ (**Section J, Attachment J06**) is provided so that Offerors may submit to the client for each project submitted in Factor 1, Experience, if such information is not provided in CPARS. Do not submit PPQs for projects that are not also submitted in Factor 1, Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the client requests, questionnaires may be submitted directly to the Government's point of contact, [matt.sanders@ihs.gov](mailto:matt.sanders@ihs.gov), via email prior to proposal closing date. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires; late PPQ submissions will be handled in accordance with FAR 15.208. Offerors shall not include nor incorporate by reference into their proposal PPQs previously submitted for other proposals. This does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. While the Government may elect to consider data from any and all other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total and are included in the overall page limitation.

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

Performance awards or additional information submitted will not be considered.

## **VOLUME II - PRICE PROPOSAL**

### **Submittal Requirements:**

Offerors shall submit a cover letter that shall include:

- (a) The Solicitation number;
- (b) The name, addresses, telephone numbers, and e-mail addresses of the offeror.
- (c) SAM Unique Identifier and Cage Code
- (d) Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation, and;
- (e) Name, title, and signature of person authorized to sign the proposal.

**FACTOR 3 Price:** The proposal shall be a Lump Sum, Firm Fixed Price (FFP) proposal for the items listed in Section B.1 and the following shall be submitted as part of the Price Submittal:

- (a) Fully complete, submit and sign the SF1442, Page 2, Blocks 14-20c. Any and all solicitation amendments require acknowledgement in Block 19 of the SF1442.
- (b) SECTION B.1., Price Schedule, shall be filled out in its entirety.
- (c) A copy of the Bid Bond (FAR 52.228-1 Bid Guarantee). A scanned copy is acceptable. Form can be found on the GSA website at: <https://www.gsa.gov/forms-library/bid-bond>
- (a) Fully complete and submit **Attachment J04, Self-Performed Calculation Sheet** in accordance with FAR 52.219-14 Limitations On Subcontracting (Oct 2022)
  - i. 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 Specialty Trade Construction, the concern will perform at least **25 percent** of the cost of the contract, not including the cost of materials, with its own employees.

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 Other Than Certified Cost or Pricing data 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:

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

- (2) Staging costs;
- (3) Subcontractor costs;
- (4) Cost for equipment, supplies, and consumable materials;
- (5) A breakout of related support costs, such as equipment maintenance, rental, transportation, bond cost and fees, insurance, etc.;
- (6) Overhead costs;
- (7) General Administrative expenses;
- (8) Profit

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

**Certifications and Representations:** Offeror's Certifications and Representations will be obtained from the United States federal government's System for Award Management (SAM) database, prior to award. The Offeror shall ensure information is current in SAM prior to the response due date. The Offeror shall ensure self-certification as small business status under NAICS Code 238210, size standard \$19 million, prior to response due date. Anomalies and inconsistencies found in the Offeror's Certifications and Representations may result in deeming the Offeror's proposal non-responsive.

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

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

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

**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 15.101-2, 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. All technically acceptable offerors, with satisfactory past performance, shall be evaluated equally with respect to technical capability and past performance. 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 contracting officer may determine that the number of proposals might otherwise be included for evaluation of technical acceptability exceeds the number at which an efficient evaluation can be concluded. As such, 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 shall evaluate offers based on the evaluation factors described below. The award decision will be based on the following factors. Factor 3 (Price) will be evaluated in accordance with paragraph (d) of this Section for proposal(s) determined to be acceptable under Factors 1 and 2. The price evaluation will be based on the “Total Price” listed in Section B.1 of this solicitation.

#### **M.1.1. VOLUME 1: TECHNICAL PROPOSAL**

##### **FACTOR 1 –Experience**

Basis of Evaluation: Evaluation of this factor will be an assessment of the offeror’s project experience on an Acceptable/Unacceptable basis. To achieve an Acceptable rating, **at least** three (3) of the projects submitted in response to Factor 1 must be *relevant* and *recent* past projects in similar size, scope, and complexity to the requirement described in this solicitation must be submitted. ““Relevant” is defined as large power generator and/or *primarily* electrical installation projects similar in size, scope and complexity to the requirements described in this solicitation.

The Government will only review a maximum of five (5) submitted projects under this Factor. Any projects submitted in excess of five (5) 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.

## **FACTOR 2 – 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, FAPIIS, eSRS, performance recognition documents, etc.) reflect a trend of satisfactory performance. Evaluation of this factor will be an assessment of the overall past performance record.

Offerors need not submit for this factor; but if they choose to, offerors shall submit past performance information on projects submitted under Factor 1, Experience, only. 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 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "ACCEPTABLE."

### **M.1.2. VOLUME 2: 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 Section B.1 of this solicitation using the efficient method of evaluation detailed in paragraph (d) of this provision.

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

**END OF SECTION**