

INDIAN HEALTH SERVICE

DIVISION OF ENGINEERING SERVICES



Solicitation Number: 75H701-22-R-00039
Mescalero Indian Hospital Expansion and Renovation
Mescalero Service Unit
Project Number: 131038

ISSUE DATE: WEDNESDAY, May 11, 2022

SITE VISIT: WEDNESDAY, MAY 25, 2022, 11AM MT.
SEE FAR CLAUSE 52.236-27 SITE VISIT FOR LOCATION.

PROPOSAL DUE DATE: FRIDAY, JUNE 10, 2022, 2PM CT.

Mescalero, New Mexico 88340
Otero County, New Mexico

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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.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H701-22-R-00039	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	05/11/2022	3 73

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		131038
7. ISSUED BY	CODE	200
Indian Health Service (IHS) Division of Engineering Services (DES) - Dallas 1301 Young Street, Suite 840 Dallas, TX 75202-5433		8. ADDRESS OFFER TO
		See Block 7
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Shaukat Syed	(214) 767-3934

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)

TITLE: Mescalero Indian Hospital Expansion and Renovation (Project # 131038)

ESTIMATED MAGNITUDE OF CONSTRUCTION (APR 1985) (FAR 36.204): The estimated magnitude of the proposed construction is between \$5,000,000.00 and \$10,000,000.00.

PERFORMANCE PERIOD: The performance period for this contract is 480 calendar days from issuance of the Notice to Proceed (NTP).

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>480</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 <u>52.211-10</u>).	12b. CALENDAR DAYS
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	10
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00pm CT (hour) local time 06/10/2022 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS



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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	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	27. PAYMENT WILL BE MADE BY

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) JENNIFER J. SCROGGINS
30b. SIGNATURE	31b. UNITED STATES OF AMERICA BY
30c. DATE	31c. DATE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. PRICE SCHEDULE

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	TOTAL COST
0001	The Contractor shall furnish all labor, equipment, materials, supplies, supervision, and transportation necessary and incidentals, for the Mescalero Indian Hospital Expansion and Renovation in accordance with the attached Scope of Work, specifications, drawings or notes attached hereto. Period of Performance: 480 days from the Notice to Proceed.	1.00	LS	\$ _____
TOTAL (CLIN 0001)				\$ _____

KEY:

LS = Lump Sum

NOTES:

1. Line Items shall include all salaries, overhead, G&A, fringe benefits, insurance, bonding, profit, travel, materials to include all subcontracting costs, and any other costs detailed in the attached specifications, notes, details, and, plans necessary to perform the work herein. Offeror(s) must submit pricing for the line items in the above schedule.

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

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. Pricing Data Submission: In accordance with Federal Acquisition Regulation (FAR) 15.403-3(a)(ii), Requiring Data Other Than Certified Cost or Pricing Data, it is requested that pricing data be submitted to show the breakdown of costs for the above CLIN (See Attachment J18 – Price Breakdown). This is requested so that the determination of a fair and reasonable price can be made by the Contracting Officer. For example, the price breakdown shall have the direct labor cost and the direct material cost broken out.

B.3. SF1442, Block 24: Invoices for payment shall be sent to the Contracting Officer's Representative (COR), Contracting Officer (CO) and Contract Specialist (CS) via email and reviewed and signed by the COR (signature) prior to submission to the CO and CS. The signed payment invoice shall be sent via e-mail to Contracting Officer (jenny.scroggins@ihs.gov) and Contract Specialist (shaukat.syed@ihs.gov) for final approval.

B.4. 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.5. 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

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SCOPE OF WORK

Mescalero Indian Hospital Expansion and Renovation

February 2022

I. GENERAL

- A. The Mescalero Indian Hospital is currently experiencing aging issues with their current space layout. The existing laboratory, pharmacy, outpatient exam rooms and waiting area will be renovated and additional space will be expanded according to project specifications and construction drawings developed Rock Gap Engineering. The Work included under this contract will be carried out at the IHS Mescalero Indian Hospital, Mescalero, NM.

II. PROJECT DESCRIPTION

- A. Title: Mescalero Service Unit Renovation & Addition reconstruction.
- B. Description of the Work: The contractor shall provide all necessary construction services, labor, equipment and materials to complete the scope of work. The work includes, but is not limited to, the following:
 - 1. Project Manual and Specifications Volumes 1 and 2 issued for construction November 2021. (Attachment J01) .
 - 2. Drawings issued for Construction July 20, 2018. (Attachment J02).
 - 3. Drawings Addendum dated November 02, 2021 (Attachment J03).
 - 4. Project will be constructed in phases in accordance with the sustainability report. (Attachment J10).
 - 5. The renovation of the existing space is planned in phases:
 - 1) Construct addition. The existing facility will be protected with the existing wall as a barrier until the addition is completed.
 - 2) Primary Care and Laboratory will move into the new space.
 - 3) Pharmacy will vacate their space and move into a temporary location while the department is in construction. A protective barrier will be constructed to protect patients and staff in the addition. Protection of IAQ during construction activities is critical due to the high risk of infection for patients. During prolonged construction activity, Infection Control Risk Assessment requires a solid barrier between the construction work zone and occupied zone during construction.

C. Demolition:

1. The contractor shall remove all existing materials demolished from the site to an off-site solid waste disposal at the contractor's expense.

D. Warranty:

1. The contractor shall provide an all-inclusive 1-Year warranty on all parts and labor and all manufacturers' warranties must be provided in writing.
2. The Contractor shall warranty that all provided materials are new, non-refurbished, and free from defects. The Contractor shall warranty workmanship for a period of one year from date of final acceptance by Owner. If Government provided equipment is damaged by the Contractor during the installation, the Contractor will immediately replace the damaged equipment at no cost to the Government.

III. PERIOD OF PERFORMANCE:

The period of performance will be 480 calendar days for construction after issuance of Notice to Proceed (NTP).

Any changes to the approved construction schedule shall be submitted for review not less than 5 days ahead of schedule.

As-builds red-lines shall be maintained during construction and submitted at the end of the construction period of performance. Submit with Final pay application.

Submittals shall be submitted by the contractor for all materials under this work.

IV. COORDINATION WITH OWNER:

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner and patient usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain all existing pedestrian and vehicle exits as part of the approved Traffic Control Plan (TCP) or as conditions dictate.
- B. Staging and Storage Areas: The Contractor is allowed to utilize a limited portion of the existing parking lots, for the storage of equipment and materials. The Contractor shall protect all new roadways from damage caused by their equipment and shall repair or pay for the repair of any damaged roads, curbs and sidewalks. The Contractor shall be responsible for all security of his equipment and materials. The Contractor shall be responsible for complying with all OSHA standards for the safe storage of equipment and materials, including the safe handling of flammable liquids under 29 CFR 1926.152(a).
- C. Utility Mark-Up: The Contractor is responsible for contacting NM One-Call for utility markup before beginning any excavation work.
- D. Contractor to develop a phasing plan of construction during the design phase and obtain concurrence by the owner.

V. WORK RESTRICTIONS:

- A. General: Comply with limitations concerning the use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Working hour limitations may be imposed by the COR upon the Contractor at the pre-construction conference or during construction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than three business days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than three business days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Contractor and its subcontractors are not permitted to use the Owner's sanitation facilities. The Contractor shall provide and maintain necessary sanitary conveniences (porta-potties) for its employees throughout the duration of the Work. These shall be located away from public observation to the maximum extent possible.
- F. Smoking is not permitted anywhere on the project site.
- G. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- H. Work shall be performed in strict accordance with all terms, conditions, specifications, schedules and drawings. Performance shall be in accordance with the requirements, conditions, terms and representations contained in this solicitation, any pertinent OSHA Occupational and Safety regulations, and any State and/or local regulations, laws and codes.
- I. The Contractor shall at all times keep the work area and adjoining areas free from accumulation of excess materials, except in areas that have been approved for stockpiling removed materials. At the completion of the Work, the Contractor shall remove all waste materials and rubbish from the project site as well as all equipment.

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. INSPECTIONS

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.
- (2) This includes commissioning, 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 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.

- (4) Failure on the part of the Contractor to have the project ready for final inspection may result in assessment of damages as specified in the contract.
- (5) Final inspection and acceptance of the work will be by the CO or an authorized representative appointed in writing.

END OF SECTION

SECTION F – DELIVERIES OR PERFORMANCE

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

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

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

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.236-15	Schedules for Construction Contracts	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 **480 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)

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:
Jennifer J. Scroggins
Indian Health Service (IHS) / Division of Engineering Services (DES)
1301 Young Street, Suite 840
Dallas, TX 75202-5433
Telephone Number: (214) 767-6613
Jenny.Scroggins@ihs.gov
- (b) The **Contract Specialist (CS)** for this procurement is
Shaukat Syed
Indian Health Service (IHS)/Division of Engineering Services (DES)
130 Young Street, Suite 840
Dallas, TX 75202-5433
Telephone Number: (214) 767-3934
Shaukat.syed@ihs.gov
- (c) The **Contracting Officer's Representative (COR)** for this procurement will be designated via letter at contract 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 Contracting Officer (Jenny.Scroggins@ihs.gov), Contract Specialist (Shaukat.Syed@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: Jennifer J. Scroggins
1301 Young Street, Suite 840
Dallas, TX 75202

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 following are instructions for submitting pay requests:
- (1) Requests are to be submitted with signature for the Contractor certification statement (scanned signature okay) to the CO and COR. Use of a format that complies with all of the requirements of the "Payments" clause of the contract is mandatory. The "Contractor Payment Application" form will be provided at the Pre-Construction meeting.
 - (2) The Contractor is responsible for delivery of each request for payment to the billing office. Hand delivery to the COR in the field does not constitute delivery to the billing office.

- (3) If the contractor wishes to inquire concerning the status of any pay request, the contractor should contact the Contracting Officer.
- (4) A completed Release of Claims that complies with the requirements of the "Payments" clause must be submitted with the request for final payment. A sample format is available from the Contracting Officer.
- (d) The final payment request will be rejected and returned to the contractor if all items required under the contract have not been completed, submitted, approved, and accepted prior to the receipt of the request; e.g., deficient work items, as-built, payrolls, reports, O&M manuals, delivery of extra stock material, etc.

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.

G.7. INVOICE REQUIREMENTS

- (a) 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 (Nov 2021)

- (b) The Designated Billing Office for this contract is the same as the address for correspondence, sent to the attention of the CO. Invoices that have been verified as correct by the COR and shall be emailed to the CO, unless otherwise instructed by the CO. The signed payment invoice shall be sent via e-mail to the IHS Contracting Officer.
- (c) Progress payments **WILL** be authorized for this project.
- (d) **The final invoice must be marked "Final" and be accompanied by a Release of Claims form**, which lists the final payment as outstanding, in the Remarks field. The Release of Claims form is available from the CO. Final payment will be made within 30 Calendar days upon receipt of a properly executed invoice.
- (e) The contractor will contact the Designated Billing Office with any payment issues or concerns.

Note: In accordance with FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) -- Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor. This applies to all small business subcontractors at all tier levels.

G.8. CERTIFICATION OF PAYMENTS - RELEASE OF CLAIM

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

- (a) A certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him, to any subcontractors and suppliers in accordance with established contractual arrangements; and
- (b) A properly executed Contractor's Release. The Release of Claims form is available from the Contracting Officer. **Failure to submit this completed release will result in a delay of final payment.**

END OF SECTION

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONTRACTS

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- (b) The contractor shall be responsible to the Government for acts and omissions of his own employees, and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.
- (c) The Government will not undertake to settle any differences between or among the contractor and his subcontractors or suppliers.
- (d) The contractor shall, without additional expense to the Government employ specialty subcontractors where required by the specifications. "Specialty Subcontractors," when specified as a requirement, means a subcontractor regularly engaged in the manufacture or installation of the contract items. The specialty subcontractor shall select and combine the materials involved, maintain and have available for the purpose, workmen skilled in the specified work. The specialty subcontractor shall be the manufacturer, be licensed by the manufacturer as an installer, or work under direct supervision of the manufacturer.
- (e) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
- (f) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

H.2. SUBCONTRACTING

- (a) In connection with the performance of work under this contract, the contractor shall not subcontract with any subcontractor who, at the time of subcontract award, is listed 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 fourteen (14) days after contract award**, the contractor shall furnish to the Contracting Officer in writing a list of all subcontractors scheduled to perform work under the contract on Form SF-1413.
- (f) The contractor shall include the provisions of paragraphs a., b., and d. of this clause in every subcontract hereunder.

H.3. WORK HOURS

Normal business hours are 7:30 AM – 5:00 PM, Monday through Friday (excluding Federal holidays). Work at other times must be approved by the COR. Requests to work outside normal business hours shall be submitted in writing to the COR not less than 48 hours in advance of the proposed modified schedule. This requirement is due to the need for security of patients, government personnel and property. There must be a 'responsible government agent' on site when any contractor is present on IHS property.

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

H.4. 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 National Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- (b) Any of the legal holidays falling on Saturday will be observed on the preceding Friday; legal holidays falling on Sunday will be observed on the following Monday.
- (c) The contractor should not perform work on observed legal holidays unless authorized by the Contracting Officer. In the event work is authorized on observed legal holidays, the contractor shall pay all applicable overtime and/or holiday pay rates required by law.

H.5. INSURANCE

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

- (a) Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not

be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

H.6. KEY PERSONNEL

- (a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:
 - (1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer promptly replace personnel with personnel of equal or greater ability and qualifications.
 - (2) All requests for approval of substitutions hereunder must be in writing at least 15 calendar days prior to the substitution, circumstances permitting, and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute with equal to or greater qualifications, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.
- (b) The following positions are identified as Key Personnel: (1) Project Manager, (2) Superintendent and (3) Safety Officer.

H.7. 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 hospital or on patient safety.

H.8. SUPERINTENDENT ON SITE

- (a) Reference FAR 52.236-6 Superintendence by the Contractor. The contractor will ensure that the Project Superintendent is on site at all times work is being performed by the contractor or subcontractor(s). They shall directly oversee all apprentice and subcontractor work. The Project

Superintendent is also responsible to ensure all labor and safety requirements are complied with; and ensure that the worksite is cleaned up at the end of each work day.

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

H.9. IDENTIFICATION OF CONTRACTOR EMPLOYEES

- (a) Identification (ID) Badges. The Contractor shall provide each employee that will be onsite with an ID badge on contract start date or on employment start date. The ID badge shall be made of non-metallic material. The badge shall be easily readable and include the employee's name, the Contractor's name, functional area of assignment, and a color photograph. The Contracting Officer or their designee shall approve the ID badge template before the contract start date.
- (b) Display of ID Badges. Contractor personnel shall wear the ID badge at all times when performing work under this contract onsite or to attend Government meetings and conferences related to the contract. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. Contractor visitor badges may be issued by the facility in addition to Contractor badges.
- (c) Utilizing Electronic Mail (e-mail). When prime Contractor or Subcontractor personnel send e-mail messages as part of contract performance or otherwise relating to contract matters, each sender shall include his/her name (both first and last names), e-mail address and the name of the individual's employer.

H.10. EMPLOYEE APPEARANCE

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

H.11. REMOVAL OF PERSONNEL

The Contracting Officer may require the Contractor to remove from the job any employee who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (FAR 52.223-6, 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.12. 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 to the CO and COR **prior to the pre-construction meeting**. A completed schedule must be submitted **within 5 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.
- (b) The project schedule shall include key milestones of the project, including mobilization and demobilization dates, start and finish dates, tasks required per phase, planned outages, progress meetings, laboratory testing, remediation and demolition, tasks that include after-hours work, as well as proposed substantial completion inspection and final inspection dates, and closeout dates.

- (c) All work shall be completed within 480 calendar days following the Notice to Proceed issued by the CO. The 480 calendar days includes submittal review period, long lead orders, demolition, construction, equipment setup, furniture installation, commissioning and final inspection, if applicable.
- (d) The Contractor shall submit this schedule for review and approval prior to work proceeding. Contractor shall actively maintain and update the schedule as work progresses. Contractor is responsible for ensuring that the schedule is current.
- (e) Progress payments will not be made without a current progress schedule. **A copy of the most current project schedule shall be submitted with each progress payment/invoice request.**

H.13. SCHEDULE OF VALUES (SOV)

Before any payment is made to the Contractor, including progress payments, the Contractor shall prepare and submit a SOV to the Contracting Officer for review and approval. The SOV shall include values of each principal category of the work, when added together, equal the total contract price. **Refer to G.5 Payment Process** for information required on the SOV.

H.14. SUBMITTALS

- (a) The Contractor shall be required to set up an account with an established Company such as Submittal Exchange, ProCore or another similar cloud-based website service designed specifically for transmitting submittals between construction team members and overall management of documentation during the construction process. Specific category submittal requirements shall be as described in the project technical specifications.
- (b) **Within 10 calendar days** after commencement of work or as otherwise established by the contracting officer, all materials and articles requiring approval, IAW FAR 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.15. 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.16. 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.17. 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 at a location TBD. Maximum participation of the prime contractor and all subcontractors is expected. The CO may designate required attendance for sub-contractors.

H.18. 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.19. 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 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. Digital photographs can be included in the daily reports of submitted as a separate document.

(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 daily report form will be provided to the Contractor at the pre-construction conference and is the only acceptable form for this purpose.

H.20. 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.21. 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.22. 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.23. DEMOLITION

- (a) Demolition or removal of project components shall not occur until replacement components are on site unless approved by the COR. All demolition shall be coordinated with the Facility Manager to minimize the impact on the ongoing building operations.
- (b) Disposal of demo waste materials will become the property of the Contractor; transport, disposal of or recycle waste materials off-site and off Government and Tribal property.

H.24. 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 Facility Manager.

H.25. 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.26. STANDARD REFERENCES

- (a) Any materials, equipment, or workmanship specified by reference to the number, symbol, or title of any specific standard shall comply with the latest edition or revision thereof, and any amendment or supplement thereto, in effect on the date of the solicitation, except as limited to type, class or grade, or modified in the specifications.
- (b) Standards referred to in the plans and specifications, except as modified, shall have full force and effect as though printed in the plans and specifications.
- (c) The contractor shall maintain on the site, a complete current set of manufacturers' and standards referenced from work under the contract.

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

- (a) The Contractor shall have the ultimate responsibility for safety on the project site at all times until final completion and acceptance of the project.
- (b) The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as found in 29 CFR 1910 and 1926, which are applicable to the construction project, including requirements set forth within solicitation provisions and contract clauses. In addition to OSHA safety standards, the Contractor shall also adhere to all current local, federal, and state safety requirements. In the event where any safety standard referenced herein conflicts with another, the more stringent shall govern.
- (c) Contractor shall be responsible for complete and strict compliance with the **Monacan Health Center** 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.28. 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.29. ACCIDENT NOTIFICATION/REPORT

In the event of a job-related accident, the Contractor shall **immediately notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR)** and shall prepare a detailed Report of Accident as prescribed by OSHA Regulations and forward the original and two copies to the Contracting Officer. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested

from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

H.30. MATERIALS AND EQUIPMENT

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

H.31. MATERIALS ON SITE

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

H.32. OPERATIONS AND STORAGE AREAS

- (a) Reference FAR 52.236-10 Operations and Storage Areas. Contractor staging and storage area location shall be coordinated with the 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.33 AVAILABILITY AND USE OF UTILITY SERVICES

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

H.34. GENERAL PROVISIONS

- (a) **TEMPORARY MATERIALS:** Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- (b) **SANITARY FACILITIES:** Contractor shall provide and maintain temporary toilet facilities in accordance with State Health Department and IHS regulations. Enclosures shall be weatherproof, sight proof and of sturdy construction. Completely remove sanitary facilities on completion of work.
- (c) **FIRE PROTECTION EQUIPMENT:** Observe and enforce standards of fire prevention. No open fires shall be allowed.
- (d) **VEHICLES AND EQUIPMENT:** Contractor shall provide one fire extinguisher on each vehicle or piece of equipment. Extinguishers shall have a minimum UL rating of 2-A: 10-B: C. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and

maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

- (e) **HAZARD CONTROL:** Contractor shall take all necessary precautions to prevent fire during construction. Do not store flammable or combustible liquids in existing structures. Provide adequate ventilation during use of volatile or noxious substances.
- (f) **SMOKING:** The use of tobacco is prohibited on all IHS operated properties, all interior and exterior spaces of IHS operated properties. Security personnel shall ask patients or visitors who refuse to comply with the policy to leave the property and shall document the incident.
- (g) **WELDING:** Cutting by torch or welding shall be performed only when adequate fire protection is provided and the welding quality and hot work plans have been approved by the COR.
- (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 Facility Manager.

H.35. TRUCKING

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

H.36. NEW WORK

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

H.37. EXISTING WORK

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

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

H.38. AS BUILT DRAWINGS

The contractor shall maintain during the progress of the work one (1) 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.39. EQUITABLE ADJUSTMENTS DUE TO CHANGES

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

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

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

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

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

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

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

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

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

Time Extension:

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

Delay and Impact Costs:

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

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

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

- (a) 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.41. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents. The Contractor assumes responsibility for any and all damage and/or injury to persons or property resulting from any action of prime contractor and subcontractor employees (at any tier).
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and held harmless against claims for damage or injury in such cases.

H.42. PHYSICAL BARRIER AND ACCESS CONTROL

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

H.43. CONTRACTOR EMPLOYEE SECURITY CLEARANCE RESPONSIBILITIES

- (a) The Contractor, at 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 Section I.1, FAR 52.236-6) shall be required to pass an IHS background investigation and security clearance review. At least 10 days prior to work initiating the superintendent will be required to submit the following to the designated IHS Personnel Security Representative:
- Fingerprints (need to be favorably adjudicated)
 - Background investigation submitted through e-QIP (requires completion of electronic questionnaire in e-QIP, resume, OF-306 form and the child care addendum form)
 - 3 references

H.44. WARRANTY OF CONSTRUCTION

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

H.45. CLOSEOUT AND WARRANTY

- (a) 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.

H.46. 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 purposed and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

END OF SECTION

SECTION I – CONTRACT CLAUSES

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

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

<https://www.acquisition.gov/far/> and this for Health and Human Services Acquisition Regulation (HHSAR): <http://www.hhs.gov/policies/hhsar/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Title	Date
52.202-1	Definitions	Jun 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	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Jun 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	Jun 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-14	Service Contract Reporting Requirements	Oct 2016
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	Jun 2020
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-21	Requirements for Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	Nov 2021
52.219-6	Notice of Total Small Business Set-Aside	Nov 2020
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-14	Limitations on Subcontracting	Sep 2021
52.219-28	Post-Award Small Business Program Rerepresentation	Sep 2021
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

Number	Title	Date
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 13658	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
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	Jun 2016
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	Jun 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	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance – Work on Government Installation	Jan 1997
52.228-12	Prospective Subcontractor Requests for Bonds	May 2014
52.228-14	Irrevocable Letter Of Credit	Nov 2014
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</i>	Feb 2013

Number	Title	Date
	<i>ascertaining them. Failure to do so will not constitute a request for an equitable adjustment to the contract price.</i>	
52.232-5	Payments Under Fixed-Price Construction Contracts	May 2014
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
52.233-1	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
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction Alternate I (Apr 1984)	Feb 1997
52.236-25	Requirements for Registration of Designers	Jun 2003
52.236-26	Preconstruction Conference	Feb 1995
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes	Jun 2007
52.245-1	Government Property	Sep 2021
52.245-9	Use and Charges	Apr 2012
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 Convenience of the Government (Fixed Price) Alternate III (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

HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR)

Number	Title	Date
352.203-70	Anti-Lobbying	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.222-70	Contractor Cooperation in Equal Employment Opp. Investigations	Dec 2015
352.223-70	Safety and Health	Dec 2015
352.226-1	Indian Preference	Dec 2015
352.226-2	Indian Preference Program	Dec 2015
352.226-3	Native American Graves Protection and Repatriation Act	Dec 2015
352.227-70	Publications And Publicity	Dec 2015
352.232-71	Electronic Submission of Payment Requests	Feb 2022
352.236-70	Design-Build Contracts	Dec 2015
352.237-75	Key Personnel	Dec 2015

CLAUSES IN FULL TEXT

I.2 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.3 FAR 52.225-11 BUY AMERICAN - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS – ALTERNATE I (JAN 2021)

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

Bahrainian, Mexican, or Omani construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy,

Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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 55 percent of the cost of all its components. 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.

Free Trade Agreement country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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*

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

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

(ii) The application of the restriction of the Buy American Act 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)(4) 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)(4)(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)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

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

[Include other applicable supporting information.]

(End of Clause)

I.4. FAR 52.228-11 PLEDGES OF ASSETS (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond, or a payment bond -

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)).* For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause.* Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131).* For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR [28.102-1\(b\)\(1\)](#)).* For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (c)(1) of this clause.* For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

I.5. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows::

(1) *Performance bonds* (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment bonds* (Standard Form 25A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

I.6. FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.7. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2022)

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

Commercial item and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation 2.101.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (*Nov 2021*) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (*Jun 2010*) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (*Nov 2021*), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Nov 2021*) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Nov 2021*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (*Oct 2018*) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, *Prohibition of Segregated Facilities* (*Apr 2015*).

(ix) 52.222-26, Equal Opportunity (*Sept 2016*) (E.O.11246).

(x) 52.222-35, Equal Opportunity for Veterans (*Jun 2020*) (38 U.S.C.4212(a));

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jun 2020*) (29 U.S.C.793).

(xii) 52.222-37, Employment Reports on Veterans (*Jun 2020*) (38 U.S.C.4212)

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv) (A) 52.222-50, Combating Trafficking in Persons (*Nov 2021*) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (*Mar 2015*) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (*Jan 2022*), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2022*) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii) (A) 52.224-3, Privacy Training (*Jan 2017*) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (*Jan 2017*) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (*Nov 2021*), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Nov 2021*) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.8. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any HHSAR (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

I.9. HHSAR 352.226-6 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS (MAR 2022) **(Applicable to Indian Owned firms only)**

(a) Definitions as used in this clause.

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

industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

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

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

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

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

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

(d) Cooperation. The contractor must:

- (1) Carry out the requirements of this clause to the fullest extent; and
- (2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

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

(End of clause)

END OF SECTION

SECTION J – LIST OF ATTACHMENTS

Attachment No.	Attachment Title
01	Specifications
02	Drawings
03	Drawings Addendum #1
04	Color and Signage Selections
05	Mescalero Exterior Rendering Boards
06	Sample Boards Option
07	Equipment Full list 2021
08	Mescalero Program comparison
09	Signage and Wayfinding
10	Sustainability Report
11	Calculations
12	Wage Determination NM20220025 02_25_22
13	IHS IEE Representation Form (Jan 2022)
14	Self-Performed Calculation Sheet
15	Company Specialized Experience Form
16	Key Personnel Resume Form
17	Past Performance Questionnaire (PPQ) Form PPQ-0
18	Price Breakdown

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
52.204-19	Incorporation by Reference of Representations & Certifications	Dec 2014
52.236-28	Preparation of Proposals – Construction	Oct 1997

K.2. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is **236220, Commercial and Institutional Building Construction**.

(2) The small business size standard is **\$39.5M**.

(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 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 will be performed in the United States or its outlying areas.

(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 I 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 will be performed in the United States or its outlying areas.

(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 and 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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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

(D) 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 Certification. 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 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

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.

(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)

K.5. HHSAR 352.226-7 INDIAN ECONOMIC ENTERPRISE REPRESENTATION (MAR 2022) (Applicable to Indian Owned firms only)

(a) The offeror must represent as part of its offer that it does meet the definition of Indian Economic Enterprise (IEE) as defined in HHSAR 326.601 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately, via email, if there is any ownership change affecting compliance with this representation.

(b) The representation must be made on the designated IHS Indian Economic Enterprise Representation form or any successor forms through which the offeror will certify that the ownership requirements defined by HHSAR 326.601 are met.

(c) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set-aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

(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
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.211-6	Brand Name or Equal	Aug 1999
52.215-1	Instructions to Offerors -- Competitive Acquisition	Jan 2017
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Oct 2010
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
49.0%	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 Otero County, New Mexico.

(End of Provision)

L.5. FAR 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS - ALTERNATE II (JUNE 2009)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "Bahrainian, Mexican, or Omani construction material" as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination 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 FAR clause [52.225-11](#) 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(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, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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 FAR clause [52.225-11](#) 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 FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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)

L.6. 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.7. 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

Jennifer J. Scroggins
Supervisory Contracting Officer

Indian Health Service, Division of Engineering Services
1301 Young Street, Suite 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.8. 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 25, 2022, 11AM MT

(c) Participants will meet at: 318 Abalone Loop, Mescalero NM 88340. Please meet on the west side of the facility.

Participants will be required to wear Personal Protective Equipment throughout the site visit.

(End of Provision)

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 Jenny.Scroggins@ihs.gov and Contract Specialist at Shaukat.Syed@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 Jenny.Scroggins@ihs.gov and Contract Specialist at Shaukat.Syed@ihs.gov. Questions should be received **no later than 14 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 listed in the Specifications/Drawings. These personnel have been informed to direct all questions by interested offerors to be submitted to the Contract Specialist at Shaukat.Syed@ihs.gov and Contracting Officer, Jennifer Scroggins at Jenny.Scroggins@ihs.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 **75H701-22-R-00039** 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: **Specialized Experience**; Factor 2: **Technical Approach**; Factor 3: **Key Personnel**; Factor 4: **Past Performance**;
- II. Volume II - **Price Proposal**

The price proposal shall be a separate and complete file so that evaluation of each may be accomplished independently. Volume I (Technical Proposal) and Volume II (Price Proposal) shall be separate PDF files.

Page Limit: Factors 1, 2 and 3 of Volume I are limited to **30 pages** (front and back) total. There is no page limit for the submission of Factor 4 if submitting PPQs.

Late submissions shall be handled in accordance with FAR 52.215-1, Instruction To Offerors – 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.

(b) **DUE DATE and PROPOSAL FORMAT.** Your proposal shall be submitted via email to Shaukat.Syed@ihs.gov at your earliest convenience but no later than by the date indicated in Block 13a of the SF1442 unless changed by amendment. Proposals submitted in response to this

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

- (c) Registration in the System for Award Management (SAM) database is mandatory to be considered for award. Offerors may obtain information on registration and annual confirmation requirements via the internet at: <https://www.sam.gov>. Contractors are encouraged to complete SAM registration as soon as possible; the government may not delay award for the purpose of allowing a contractor additional time to register in SAM.
- (d) The proposal shall contain the following two volumes. Each volume shall be a separate PDF file and can be included in the same email.

VOLUME I (Technical Proposal)

1. **FACTOR 1: Specialized Experience Submission Requirements:** Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation and demonstrate a minimum of 7 years' experience doing work of similar scope and complexity. Offerors shall exhibit relevant past experience by reporting written narratives for a minimum of three (3) but no more than five (5) relevant renovation/expansion construction projects between \$5,000,000 and \$10,000,000 in project cost. **At least one (1) project shall demonstrate the relevant construction experience in medical office/clinic/hospital renovation/expansion.** The submitted narratives shall explain the work involved in sufficient detail for the Government to evaluate the depth and breadth of experience represented in that project, along with an assessment of the technical capabilities utilized to accomplish the work. All projects submitted for consideration must be at least 75% construction progress complete or completed within 7 years preceding the date proposals are due.

Experience will be evaluated based on the Offeror's demonstration of similar, relevant, and recent projects within the broad scope of this solicitation for services as described in this solicitation.

a) The projects must be similar in size, scope and complexity of that described in this solicitation to be considered relevant. For the purposes of this factor, "Relevant" is defined as experience with managing renovation/expansion projects that are similar to those as described in the Scope of Work (See Section C of this solicitation). "Recent" is defined as being completed within the past seven (7) years preceding the date proposals are due.

b) **Attachment J15, Company Specialized Experience 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 the Offeror is a Joint Venture (JV), relevant experience should be submitted by that JV entity. If the JV does not have shared experience, projects shall be submitted for each JV partner relevant to their overall JV partnership. Offerors who fail to submit experience for all JV partners may be rated less favorably. The JV agreement shall be in this section.

If an Offeror is utilizing experience or past performance information from any entity that does

not match the name, CAGE code, and/ or Unique Entity ID (UEI) of the Offeror exactly as stated on the SF 1442 (e.g. affiliates, subsidiaries, parent companies, sister companies, etc.) the proposal shall clearly demonstrate how that entity will have meaningful involvement in the performance of the contract and specifically address which resources are being committed to the contract. Failure to comply with this requirement or failure to adequately demonstrate meaningful involvement and commitment of resources on behalf of that entity may result in that experience and past performance information to be considered not relevant and may result in lower ratings. This explanation shall be provided in paragraph (h) of B01 Attachment J15, Company Specialized Experience Form, as applicable for each project.

Please note the Small Business Administration (SBA) definition of Joint Venture that must be met in order to submit as a JV entity: "A joint venture is formed for the sole purpose of pooling resources of separate businesses to successfully and cost-effectively support the mission of a government agency. It is considered a new legal entity that requires approval by the Small Business Administration (SBA), a separate federal identification number, and a new SAM user account." (<https://www.sba.gov/federal-contracting/contracting-guide/typescontracts#section-header-12>).

2. **FACTOR 2: Technical Approach Submission Requirements:** Offerors shall submit a narrative not-to exceed ten (10) pages addressing the Offeror's approach to successful management of this contract, including a discussion on each of the following (the below items are not considered to be sub-factors):
 - (1) Demonstrate and clearly describe approach to subcontractor coordination, scheduling and oversight and approach to establishing and maintaining subcontractor and local community relationships.
 - (2) Submit a management plan and demonstrate the degree to which the management plan and team organization, including degree of prime participation, coordination, division of work, quality assurance, cost control, a preliminary schedule, sequence of work, estimated work crew size, and proposed equipment to meet the overall requirements of this contract.
3. **FACTOR 3: Key Personnel Submission Requirements:** Offerors are required to submit resumes that demonstrate their ability to perform the work described in this solicitation and demonstrate a minimum of seven (7) years' experience doing work of similar size, scope and complexity to that described in the solicitation to be considered relevant on projects that are at least 75% construction complete, for the following positions:
 - a. Project Manager
 - b. Superintendent
 - c. Safety Officer

* **Offerors must submit proof of relevant certification** (e.g., OSHA, Board of Certified Site Safety and Health Officers (BCSSHO), etc.) **for the Safety Officer**, OSHA 30-hour Construction Training Course is acceptable.

*** Superintendent and Safety Officer may be dual-hatted, but experience shall be demonstrated separately for each position (i.e., if submitting the same person for both roles, that individual must have and demonstrate relevant experience on projects as both the Superintendent and Safety Officer separately).**

Attachment J16, Key Personnel Resume Form is provided as a reference for information that shall be included with each individual key personnel submitted. This form is not required, but each key personnel submitted shall include at least all information on this form (e.g., name, title, assignment/project details, firms name, length with firm with month/year, education, registration, experience etc.). Each key personnel resume shall not exceed two (2) single-sided pages in length.

4. **FACTOR 4: Past Performance Submission Requirements:** In accordance with FAR 42.1503(g), past performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS). If no relevant past performance history is available for your UEI number, you may choose to utilize the attached Past Performance Questionnaire (PPQ) (**Attachment J17 – Past Performance Questionnaire**) which will be used for evaluation.

Projects submitted under Factor 1 shall also include consideration under this Factor by either a PPQ submission or information obtained in CPARS. The Government will only evaluate up to five (5) Customer Satisfaction Surveys/ Past Performance Questionnaires (PPQs) combined for the prime contractor and/or JV entity. Government databases will be checked and previous customers and/or evaluators may be contacted as references or verification of performance. All performance ratings shall be considered for contracts ongoing or completed within the past seven (7) years from the date proposals are due. The Government reserves the right to evaluate past performance information on proposals submitted in response to this solicitation from any available source and for any project relevant to the work outlined in this solicitation.

All projects submitted on a Past Performance Questionnaire (PPQ) must be at least 75% construction progress complete or completed within seven (7) years preceding the date proposals are due. The PPQ included in the solicitation is provided for the Offeror to submit to the client for each project the Offeror includes in its proposal for Factor 1, Specialized Experience. Do not submit PPQs for projects that are not provided in Factor 1, Specialized Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires (PPQs) should be submitted with your proposal, but are not required. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, shaukat.syed@ihs.gov, via email prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. 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, and are in fact encouraged, to provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Specialized 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.

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.

VOLUME II (Price Proposal). Submittal Requirements:

1. A **cover letter** that shall include:
 - (a) The Solicitation number;
 - (b) The name, addresses, telephone and facsimile numbers, and e-mail addresses of the offeror.
 - (c) UEI number 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.
2. **Price Proposal:** The proposal shall be a Firm Fixed Price (FFP) proposal for the items listed above 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) Fully completed Attachment J18 Price Breakdown
 - (d) 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>
 - (e) Fully complete and submit Section K (in its entirety) **OR SAM.gov** profile printout.
 - (f) Fully complete and submit **Attachment J14, Self-Performed Calculation Sheet** in accordance with FAR Clause 52.219-14 Limitations on Subcontracting (SEP 2021).
 - a. 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 *General construction*. The concern will **perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.**
 - (g) **INDIAN OWNED BUSINESSES:** For Indian owned businesses, the contractor shall complete and **submit ATTACHMENT J13 – IHS IEE Representation Form (Jan 2022)** along with your firm's proposal along with the controlling enterprise's Tribal enrollment/certificate of Degree of Indian Blood documentation. Please note that there shall be no personally identifiable information (PII), such as social security numbers, included in the documentation submitted. Any PII shall be redacted prior to submission.

The enterprise must meet the definition of "Indian Economic Enterprise" throughout the following time periods:

 - (1) At the time an offer is made in response to this solicitation;
 - (2) At the time of contract award; and

(3) During the full term of the contract performance period. At any point during these periods, if the Contractor no longer meets the eligibility requirements, the contractor must provide immediate written notification to the Contracting Officer.

Failure to provide the required documentation at any of the three (3) time periods listed above, may result in the proposal being disqualified from any preference given and may result in termination of the contract.

This requirement is a total Small Business set-aside and the associated NAICS is 236220, Commercial and Institutional Building Construction with small business size standard of \$39.5M. Pursuant to HHSAR 326.603-1(h), preference will be given to Indian Economic Enterprise (IEE) Firm offerors who are technically capable and provide fair and reasonable pricing.

END OF SECTION

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 BEST VALUE DETERMINATION

This is a best value trade-off, competitive acquisition. Pursuant to HHSAR 326.603-1(h), preference will be given to Indian Economic Enterprises (IEE) offerors who provide fair and reasonable pricing. If no IEE proposal is determined to comply with the terms and conditions for this request for proposal and provide fair and reasonable pricing, award will be made to the Offerors whose offers conform to the solicitation requirements; who are determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposals are judged, by an integrated assessment of price and non-price evaluation factors, to be the most advantageous to the Government. The Government will use the best value tradeoff process in determining which Offerors represent best value in accordance with FAR 15.101-1.

M.2 EVALUATION CRITERIA

Proposals shall be evaluated in accordance with Sections L and M of this solicitation. The evaluation criteria includes following factors:

Volume 1: Technical Proposal

- Factor 1: Specialized Experience
- Factor 2: Technical Approach
- Factor 3: Key Personnel
- Factor 4: Past Performance

Volume 2: Price Proposal

M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS

It is in the best interests of the Government to consider tradeoffs between price and non-price related factors.

The relative importance of all evaluation factors is that non-price Factors 1-4 are approximately equal to each other. When the proposal is evaluated as a whole, the non-price factors are **more important than price.**

The importance of price will increase if the Offerors' technical proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of the technical proposal's superiority to the Government. Proposals will be evaluated on the basis of the established criteria and award will be made to the responsible Offerors whose offer conforms to the solicitation and represents the best value to the Government in accordance with FAR 15.101-1, price and non-price factors considered.

M.4 BASIS OF EVALUATION

M.4.1 VOLUME I: TECHNICAL PROPOSAL

Factor 1 - Specialized Experience

The basis of evaluation will focus on the Offeror's demonstrated experience and depth of experience in performing relevant renovation/expansion projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review a maximum of five (5) submitted projects under this Factor as stated in Section L. **Any projects submitted in excess of five (5) will not be considered.**

The Government will evaluate the Offer's Experience for strengths, weaknesses, and deficiencies. The standard for this factor is met when the Offeror:

- (1) Submits minimum of three (3) but no more than five (5) relevant renovation/expansion construction projects between \$5,000,000 and \$10,000,000 in project cost that collectively, meet the requirements outlined in the Statement of Work and this solicitation. **At least one (1) of the projects shall demonstrate the relevant construction experience in medical office/clinic/hospital renovation/expansion.** All projects submitted for consideration must be at least 75% construction progress complete or completed within 7 years preceding the date proposals are due.

Offers that demonstrate a greater depth and breadth of recent and more relevant construction experience in medical office/clinic/hospital renovation/expansion shall be rated more favorably.

FACTOR 2 – Technical Approach

The basis of evaluation will be a subjective assessment of the Offeror's approach to effectively managing this contract for the submission requirements under this Factor stated in Section L.11. The Government will evaluate the Offeror's Technical Approach for strengths, weaknesses, and deficiencies. The standard for this factor is met when the offeror's narrative adequately addresses each of the submission requirements.

More favorable ratings will be given to Offerors who demonstrate a sound management approach, ability to account for unique challenges associated with this contract, and identifies quantitative or qualitative benefits to the Government within their technical narrative.

Failure to address **any one** of the submission requirements may result in lower ratings. Proposals providing only a generic acknowledgement of the requirements of this factor may also be given lower ratings.

Any narrative that exceeds the page limitation will be evaluated up to the first ten (10) single-sided, five (5) double-sided pages only; any information beyond this limit will not be evaluated and may be considered a failure to address requirements.

FACTOR 3 – Key Personnel

The basis of evaluation will be an assessment of the offeror's key personnel project experience. In order to meet the requirements of this factor, all three (3) key personnel must demonstrate a minimum of seven (7) years' experience doing work of similar size, scope and complexity for the requirement on projects that are at least 75% construction complete. As a minimum, the Safety Officer must submit proof of relevant certification.

FACTOR 4 - Past Performance

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 relevant projects that are at least 75% construction progress complete or completed within seven (7) years preceding the date proposals are due on projects submitted under Factor 1, Specialized Experience. The Government may seek all relevant performance information on all Offerors in the competitive range 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, 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.

M.4.2 VOLUME II: Price Proposal

a) Offerors must offer on all items of the Project included in Section B and Section J, B01 Attachment J18 Price Breakdown, in order to be considered for award.

b) The proposed prices will be evaluated but not scored. The price evaluation will determine whether the prices proposed are fair and reasonable. Analysis will be performed by one or more of the techniques listed at FAR 15.404-1 to ensure a fair and reasonable price.

c) The degree of importance of the proposed price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

d) The Government reserves the right to make an award to other than the lowest priced Offeror or to the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government.

M.5 PROPOSAL REVIEW PROCESS

a) Initial Evaluation of Proposals. The Government intends to make awards without discussions based solely upon initial proposals. Therefore, Offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed. If awards are not made upon initial proposals, then the Contracting Officer may establish a competitive range comprised of the most highly rated proposals.

b) If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly- rated proposals. Only those Offerors in the competitive range will be offered an opportunity to participate further in the procurement.

c) Discussions/Final Proposal Revisions. The Contracting Officer may engage in discussions with all Offerors in the competitive range in accordance with FAR 15.306. If necessary, at the conclusion of discussions, a final common cut-off date for submission of final proposal revisions will be established. Those Offerors remaining in the competitive range will be notified to submit any Final Proposal Revisions.

d) Final Evaluation of Offers. A final proposal evaluation will be performed after receipt of Final Proposal Revisions, if necessary.

END OF SECTION