

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H70122R00062	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	11/4/2022	1 44

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
TBD	TBD	See Block 10

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Indian Health Service - DES Seattle 701 5th Avenue, Suite 1600 Seattle, WA 98104		See Item 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Thupten Tsering	206-615-2452

**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)

Indian Health Service - Seattle Area Office is issuing RFP 75H70122R00062

Project: Pine Ridge Service Unit Storage Buildings (GP22PR100Z4, GP22KY100Z4, GP22WB100Z4)

Location(s): Pine Ridge Hospital, Kyle Health Center, Wanblee Health Center (South Dakota)

This RFP is being solicited as 100% Small Business Set Aside under NAICS 236220, Commercial and Institutional Building Construction. Size standard \$39.5M. See Section M.

Magnitude of Construction is between \$500,000.00 - \$1,000,000.00

U.S. Department of Labor Wage Determination: See Attachments 1 & 2.

Site Visit: See FAR 52.236-27, Site Visit Construction.

TERO: Buffy Redfish, Acting Director, Oglala Sioux Tribe, 605-867-5167, bffiredfish@yahoo.com

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>270</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 FAR 52.211-10).
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

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 12:00PM (hour) local time 12/5/2022 (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)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
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 60 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
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
	B.9	<input type="checkbox"/> 10 U.S.C. 2304(c) (        ) <input type="checkbox"/> 41 U.S.C. 3304(a) (        )

26. ADMINISTERED BY See Item 7	27. PAYMENT WILL BE MADE BY IHS - DES Seattle 701 5th Avenue, Suite 1600 Seattle, WA 98104
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**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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)		
	Andrew Hart, Supervisory Contracting Officer		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

**SECTION B. PRICE SCHEDULE**

**B.1. PRICE SCHEDULE (Offeror fill-in)**

The contractor shall provide all labor, materials, supplies, and services to complete work in accordance with the SOW, specifications, drawings, and other documents incorporated into this contract. Proposed prices are fully burdened and inclusive of all overhead, profit, and fees:

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Design: All sites	1	LS		
0002 Pine Ridge	Electrical.	1	LS		
	HVAC & Thermal	1	LS		
	Construction & Materials	1	LS		
	Site Work	1	LS		
0003 Kyle	Demo	1	LS		
	Electrical	1	LS		
	HVAC & Thermal	1	LS		
	Materials	1	LS		
	Site Work	1	LS		
0004 Wanblee	Demo	1	LS		
	Electrical	1	LS		
	HVAC & Thermal	1	LS		
	Materials	1	LS		
	Site Work	1	LS		
<b>TOTAL FIRM FIXED PRICE</b>					<b>\$</b>

**KEY:** LS = Lump Sum

**SCHEDULE NOTES**

**B.2. Definitions:** For purposes of this solicitation, the terms Offer, Offeror, or Offerors are synonymous with the terms Bid, Bidder, or Bidders.

**B.3. Disclosure of the Magnitude:** In accordance with FAR 36.204, this project is estimated to be between \$500,000.00 and \$1,000,000.00

**B.4. Incidental Payment Items:** The intent of this effort is to provide for the complete work of the project described in Section C. Unless specifically directed otherwise, the contractor shall furnish all labor, materials, equipment, tools, transportation, supplies, and services, 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 Price Schedule (which is the sum total Firm-Fixed Price (FFP) of the contract). All other work and materials will be considered as incidental to and included in the payment for items shown

**B.5. Taxes & Fees:** Offerors are responsible for allowing for all applicable state, local and tribal (where applicable) taxes and fees within their proposals 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.6. TERO:** TERO is applicable. TERO contact: Buffy Redfish, TERO Director, 605-867-5167 or [bffredfish@yahoo.com](mailto:bffredfish@yahoo.com)

**B.7. Pricing Data Submission:** In accordance with FAR 15.403-3(a)(ii), Requiring Data Other Than Certified Cost or Pricing Data, the Contracting Officer may request, and offerors must be prepared to submit, pricing data to show a further breakdown of costs for the above CLIN(s). This may be requested so that the determination of a fair and reasonable price can be made by the Contracting Officer. For example, the price breakdown must have the direct labor cost and the direct material cost broken out.

**B.8. Wage Determination:** Davis-Bacon wages shall be paid for all applicable labor categories for each price schedule line item and should be included in all pricing in accordance with FAR 52.222-6, Construction Wage Rate Requirements. The applicable Wage Determination is included as Attachment 1 in Section J. The most current version of the applicable Wage Determination will be included at time of award.

**B.9. HHSAR 352.232-71, Electronic Submission of Payment Requests (Feb 2022):** This clause has been added in full text at Section I. Please follow instructions for submitting invoices identified in this clause.

**B.10. Other Important Information:** *Under no circumstances will any oral statements made be binding upon the Government unless such statements or agreements are issued in writing by the Contracting Officer.*

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

**END OF SECTION**

## SECTION C. STATEMENT OF WORK

**Solicitation No:** 75H70122R00062  
**Project Name:** Pine Ridge SU Storage Buildings  
**Project Location:** Pine Ridge, Kyle, and Wanblee Health Centers, South Dakota  
**IHS Project No:** GP22PR100Z4, GP22KY100Z4, GP22WB100Z4

### 1. Project Description

**A. Description:** The project defined within this Scope of Work is to design and provide the successful installation of three separate Covid-19 storage buildings. One 80 feet x 40 feet storage building with four insulated garage doors and a 3 foot man door on both sides to be located within Pine Ridge, South Dakota next to the current security building. One 40 feet x 32 feet storage building with two insulated garage doors and a 3 foot man door on one side to be located within Kyle, South Dakota next to the current FEMA trailer. In Kyle the fencing in front of the new storage building will be demolished and new chain link fencing will be installed from the nearest link to both sides of the building. One 40 feet x 32 feet storage building with two insulated garage doors and a 3 foot man door on one side to be located within Wanblee, South Dakota next to the current FEMA trailer. In Wanblee, the fencing in front of the new storage building will be demolished and new chain link fencing will be installed from the nearest link to both sides of the building. This new fence will also accommodate a door situated too allow access side door in Kyle and Wanblee. All three installed Covid-19 storage buildings will be placed and anchored to a concrete pad with an accompanying concrete apron that is sloped to prevent water buildup out to the adjacent road. The concrete apron shall be 80 feet x 12 feet in Pine Ridge, and 40 feet x 12 feet in Kyle and Wanblee. The buildings will also have electrical service connected, outlets provided and installed, and overhead LED lighting. As well as a sufficient unit heater installed. The designed buildings will have insulation, steel siding, and steel roof. Contractor shall install products following all manufacturer's specifications.

**B. Background:** The current overarching situation for all of these different facilities is the lack of storage. This project scope will account for the design and building of 3 separate storage buildings for Pine Ridge, Kyle, and Wanblee, South Dakota. Currently, each location has too many daily use items without a proper storage area. Having a proper storage medium will allow for the reconciliation of much needed space throughout all the service units.

### C. Related Documents

1. This SOW and any other standard government or IHS documents are included and considered a part of this contract.
2. IHS Architecture and Engineering Design Manual – 2019
3. FGI 2018 – Healthcare Facility Design Guide
4. NFPA 101 Life Safety Code – 2012
5. NFPA 99 Healthcare Facilities Codebook – 2012
6. NFPA 70 National Electric Code (NEC) – 2011

### D. Common Acronyms or Definitions

1. IHS – Indian Health Service
2. CMS – Centers for Medicare & Medicaid Services
3. PR – Pine Ridge
4. KY – Kyle
5. WB – Wanblee
6. BAS – Building Automation System
7. Metasys – Name of the existing BAS
8. CO – Contracting Officer
9. COR – Contracting Officer's Representative
10. PE – Project Engineer
11. IGCE – Independent Government Cost Estimate
12. BIM – Building Information Model

13. LOD – Level of Design
14. CAD – Computer Aided Design
15. RFI – Request For Information

2. **Scope of Work (SOW)** The scope of this project includes all demo, new installation, and clean up for installation of the products described below. All electrical installation shall be done by an electrician licensed in the state of South Dakota. The contractor shall provide all engineering, design, material, labor, equipment and supervision required to accomplish the following:

- A. **Design:** Contractor shall provide intuitive designs based on the aforementioned problems, design references, and specifications in this scope of work for each service unit according to the various codes such as the ones listed above under related documents. Design shall account for local wind, snow, and seismic factors. Final Designs must be approved by the COR & accompanying Service Unit Facility Manager before construction.
- B. **Demolition:** Contractor shall remove existing chain link fence, chain link fence post, and accessories to the existing chain link fence post up until the nearest chain link fence post past the end of new concrete pad.
  - a. **Kyle Covid-19 Storage Building:** Contractor shall demolish the existing chain link fence, chain link fence posts and accessories where the proposed building will be constructed up until the nearest chain link fence post. This will be approximately five chain link fence sections. All demolished materials shall be disposed of by the contractor.
  - b. **Wanblee Covid-19 Storage Building:** Contractor shall demolish the existing chain link fence, chain link fence posts and accessories where the proposed building will be constructed up until the nearest chain link fence post. This will be approximately five chain link fence sections. All demolished materials shall be disposed of by the contractor.
- C. **Electrical - Wiring:** Contractor shall provide the designed new outlets, and overhead lights with light switches, and garage doors according to the National Electric Code or NFPA 70.
  - a. **Pine Ridge Covid-19 Storage Building:** Contractor shall provide and install new outlets, and overhead lights with a single light switch near both new main doors that will sufficiently light the 80 feet x 40 feet space, and four garage door opening systems, one for each new garage door.
  - b. **Kyle Covid-19 Storage Building:** Contractor shall also provide and install new outlets, and overhead lights with a single light switch near new man door that will sufficiently light the 40 feet x 32 feet space, and two garage door opening systems, one for each new garage door.
  - c. **Wanblee Covid-19 Storage Building:** Contractor shall also provide and install new outlets, and overhead lights with a single light switch near the new man door that will sufficiently light the 40 feet x 32 feet space, and two garage door opening systems, one for each new garage door.
- D. **HVAC:** Contractor shall provide the designed in unit heater capable of providing sufficient heating to each service unit's new storage building and maintain a temperature of at least 60 degrees in the winter.
  - a. **Pine Ridge Covid-19 Storage Building:** Contractor shall provide an in unit heater that will sufficiently heat the space of 80 feet x 40 feet.
  - b. **Kyle Covid-19 Storage Building:** Contractor shall provide an in unit heater that will sufficiently heat the space of 40 feet x 32 feet.
  - c. **Wanblee Covid-19 Storage Building:** Contractor shall provide an in unit heater that will sufficiently heat the space of 40 feet x 32 feet.
- E. **Concrete:** Contractor shall provide designed reinforced concrete pad, concrete pad will allow for the building to be anchored to it, concrete aprons that will extend from the front of the building to the road, and concreting in the new chain-link fence posts.
  - a. **Pine Ridge Covid-19 Storage Building:** Contractor shall provide a reinforced concrete pad that is 3,200 Square Feet. This pad will have to be reinforced to allow for the building to be securely anchored to it. Also, the contractor will provide an 80 feet X 12 feet concrete apron that has a minimum slope to mitigate water buildup that runs from the garage doors to the adjacent road.
  - b. **Kyle Covid-19 Storage Building:** Contractor shall provide a reinforced concrete pad that is 1,280 Square Feet. This pad will have to be reinforced to allow for the building to be securely anchored to it. Also, the contractor will provide a 40 feet x 12 feet concrete apron that has a minimum slope to mitigate water buildup that runs from the garage doors to the adjacent road.
  - c. **Wanblee Covid-19 Storage Building:** Contractor shall provide a reinforced concrete pad that is 1,280 Square Feet. This pad will have to be reinforced to allow for the building to be securely anchored to it. Also, the contractor will

provide a 40 feet x 12 feet concrete apron that has a minimum slope to mitigate water buildup that runs from the garage doors to the adjacent road.

- F. Metals:** Contractor shall provide designed steel framing, steel roofing, and steel exterior siding all per the building manufacturer's specifications. Color options must be presented to the service unit representative and COR for selection.
- a. Pine Ridge Covid-19 Storage Building:** Contractor shall provide the steel framing, steel siding, & steel roofing for the 40 feet x 80 feet storage building.
  - b. Kyle Covid-19 Storage Building:** Contractor shall provide the steel framing, steel siding, & steel roofing for the 40 feet x 32 feet storage building.
  - c. Wanblee Covid-19 Storage Building:** Contractor shall provide the steel framing, steel siding, & steel roofing for the 40 feet x 32 feet storage building.
- G. Thermal and Moisture Protection:** Contractor shall provide designed insulation to each space. Insulation shall be a minimum of 10" thick and be a minimum of R-32. Contractor shall install insulation according to manufacturer's specifications.
- a. Pine Ridge Covid-19 Storage Building:** Contractor shall provide new insulation to fill the framing for the 80 feet x 40 feet building.
  - b. Kyle Covid-19 Storage Building:** Contractor shall provide new insulation to fill the framing for the 40 feet x 32 feet building.
  - c. Wanblee Covid-19 Storage Building:** Contractor shall provide new insulation to fill the framing for the 40 feet x 32 feet building.
- H. Openings:** Contractor shall provide 3 foot man doors with accompanying hardware and 12 feet x 12 feet insulated garage doors.
- a. Pine Ridge Covid-19 Storage Building:** Contractor shall provide two new 3 foot man doors with accompanying door hardware, four new 12 feet x 12 feet insulated garage doors with accompanying garage door openers.
  - b. Kyle Covid-19 Storage Building:** Contractor shall provide one new 3 foot man door with accompanying door hardware, two new 12 feet x 12 feet insulated garage doors with accompanying garage door openers.
  - c. Wanblee Covid-19 Storage Building:** Contractor shall provide one new 3 foot man door with accompanying door hardware, two new 12 feet x 12 feet insulated garage doors with accompanying garage door opener.
- I. Earthwork:** Prepare ground for designed driveway, concrete pad, and electrical service. A foundation or piers are required to anchor the new building to per the building manufacturer's specifications.
- a. Pine Ridge Covid-19 Storage Building:** Contractor shall prepare the earth for concrete pad placement (80 feet x 40 feet) and concrete apron placement sloping from building to road. Also, providing any earthwork for utility – electrical service.
  - b. Kyle Covid-19 Storage Building:** Contractor shall prepare the earth for concrete pad placement (40 feet x 32 feet) and concrete apron placement sloping from building to road. Also, providing any earthwork for utility – electrical service.
  - c. Wanblee Covid-19 Storage Building:** Contractor shall prepare the earth for concrete pad placement (40 feet x 32 feet) and concrete apron placement sloping from building to road. Also, providing any earthwork for utility – electrical service.
- J. Exterior Improvements:** Contractor shall provide new chain-link fencing, chain-link fence posts and accessories.
- a. Kyle Covid-19 Storage Building:** Contractor shall provide approximately 6 chain-link fencing sections with posts and accessories starting at the ending points of demolition, the new fencing will end right at the new building. The new fence installed will leave enough clearance as for a worker to use the new man door.
  - b. Wanblee Covid-19 Storage Building:** Contractor shall provide approximately 6 chain-link fencing sections with posts and accessories starting at the ending points of demolition, the new fencing will end right at the new building. The new fence installed will leave enough clearance as for a worker to use the new man door. Also, contractor will provide a chain link fence man door
- K. Utility - Electric:** Contractor shall provide the designed electrical service to the three new buildings according to the National Electric Code or NFPA 70.

- a. **Pine Ridge Covid-19 Storage Building:** Contractor shall provide new hookups and electrical service to the storage building. This is to include laying electrical conduit, wiring, boxes and anything else for a successful installation of electrical service. Approximate nearest transformer is 200 feet.
  - b. **Kyle Covid-19 Storage Building:** Contractor shall provide new hookups and electrical service to the storage building. This is to include laying electrical conduit, wiring, boxes and anything else for a successful installation of electrical service. Approximate nearest transformer is 20 feet.
  - c. **Wanblee Covid-19 Storage Building:** Contractor shall provide new hookups and electrical service to the storage building. This is to include laying electrical conduit, wiring, boxes and anything else for a successful installation of electrical service. Approximate nearest transformer is 100 feet.
- L. Addition Facility Requirements:** Contractor shall comply with the requirements of the hospital's Facility Manager and Safety Officer.

### 3. Submittals

- a. Submittals or shop drawings shall be submitted for the following items and shall be delivered electronically to the COR or designated PM for final approval before ordering any new material or equipment.
  1. Design
  2. Chain-link Fencing
  3. Chain-Link Fence Gate
  4. Reinforced Concrete Piers/Footings
  5. Reinforced Concrete Pad Layouts
  6. Framing Materials
  7. Roof Materials
  8. Insulation
  9. Steel Siding
  10. Unit Heaters
  11. Electrical – Outlets and Lights
  12. Door & Door Hardware
  13. Insulated Garage Doors & Garage Doors Hardware
  14. Anything else relevant to the project

### 4. Schedule/Meetings

- a. The schedule shall clearly indicate the date of design submittal and incorporate a seven (7) calendar day Government review period.
- b. **Pre-Construction Meeting:** One Pre-Construction meeting shall be conducted prior to the start of the construction of the contract. This meeting is anticipated to be on-site.
- c. **Progress Meetings:** Progress meetings shall be conducted at regular intervals as merited by the progress of the work. These meetings are anticipated to be virtual.
- d. **Substantial Completion:** One substantial completion meeting shall be held following notification of the Project Officer by the General Contractor that the project is Substantially Complete. This meeting is anticipated to be on-site.
- e. **Final Completion:** One final completion meeting shall be held following determination that the project is complete. This meeting is anticipated to be virtual.

### 5. Miscellaneous

#### a. Tribal Requirements.

- a. The Contractor and all subcontractors engaging in work on the Pine Ridge Indian Reservation will be required to comply with the Indian preference and Indian preference program requirements administered by the Oglala Sioux Tribe Tribal Employment Rights Office (TERO).

- b. Before commencing work, contractors and sub-contractors are required to submit an acceptable “Compliance Agreement” to the TERO office. Copies of this form can be obtained from the TERO office. Typical requirements of TERO include a fee of 4% on the total contract price, and submission of weekly certified payroll reports to TERO.
- c. Additionally, the rules and regulations of the TERO Ordinance require that no person who is not a local Indian shall be employed by a covered employer until a work permit has been obtained for them from TERO. The annual work permit fee for each employee is \$250.00.
- d. Contractors are strongly encouraged to contact the TERO office at (605) 867-5167 for an explanation of tribal requirements. Other fees may apply.

Buffy Redfish,  
 Acting TERO Director  
 Oglala Sioux Tribe  
 PO Box 379 Pine Ridge, SD  
 57770-0379  
 Phone 605-867-5167  
 Cell – 605-407-2977  
 Fax – 605-867-5892  
 E-mail: [bfyredfish@yahoo.com](mailto:bfyredfish@yahoo.com)

**b. Construction Materials and Storage**

- a. All materials shall be stored and handled according to the manufacturers’ recommendations.  
**All materials shall be submitted to the COR prior to ordering, for approval by the project engineer.**
- b. The contractor(s) shall be present and on site to receive all construction material, equipment, or products. IHS staff will not be present, responsible, nor receive, or provide any type of offloading equipment for construction materials, products, or equipment. It is solely the contractor(s) responsibility to properly receive any and all construction equipment, products, and materials on site.
- c. The contractor(s) shall provide their own means of storing any and all construction materials, products, or equipment required for installation. IHS staff will not be responsible or provide any means of storing construction material, products, or equipment before or during construction. All material, products, or equipment remain the contractor(s) property until the project has been deemed substantially completed by all parties.

**6. Project Officer**

Corey Sawatzky will be designated as the Contracting Officer’s Representative (COR) for this Order. His address and telephone are:

Corey Sawatzky  
 Great Plains Area Indian Health Service  
 Division of Facilities Management & Engineering  
 3200 Canyon Lake Dr.  
 Rapid City, SD 57702  
 Office: 1-605-719-4057  
 Corey.sawatzky@ihs.gov

Any change in COR designation will be documented by the Contracting Officer in writing.

Stottin Newbrough will be designated as the Project Engineer (PE) for this Order. His address and telephone are:

Stottin Newbrough  
 Great Plains Area Indian Health Service  
 Division of Facilities Management & Engineering  
 3200 Canyon Lake Dr. Suite 2  
 Rapid City, SD 57702  
 Office: (605) 719-4054  
[Stottin.Newbrough@ihs.gov](mailto:Stottin.Newbrough@ihs.gov)

**7. Closeout Documents**

The Contractor shall submit one hard copy set of all final, installed submittal items, accessories, and all installation/operation/maintenance documents to the facility manager/engineer. The final installed submittal package and O&M shall also be sent electronically to the COR and/or PM.

**END OF SECTION**

#### **SECTION D. PACKAGING AND MARKING**

All shipments of materials, equipment and/or supplies to the project site must be addressed to the contractor and not the Indian Health Service. Preservation, packaging and packing must 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.

Equipment and materials provided by the contractor must be new and, where appropriate, must arrive on-site sealed in original manufacturer's containers. The Government reserves the right to refuse any items it determines to not meet these requirements.

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**

All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the government.

The Government's Contracting Officer's Representative (COR) is a duly authorized representative of the government and is responsible for inspection and acceptance of all items to be delivered under this order.

The following clauses are incorporated by reference (see FAR 52.252-2):

**FEDERAL ACQUISITION REGULATION (FAR)**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.246-12	Inspection of Construction	AUG 1996

**END OF SECTION**

**SECTION F. DELIVERIES OF 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
52.242-14	Suspension of Work	Apr 1984

**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 within **270** calendar days of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises. Performance time will include submittals and approvals.

(End of Clause)

**F.1. SUPERINTENDENT ON SITE**

The contractor shall 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.

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.

**F.2. 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.

**END OF SECTION**

## SECTION G. CONTRACT ADMINISTRATION DATA

### G.1. CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

### G.2. CONTRACTING OFFICER'S REPRESENTATIVE

(a) [TO BE ASSIGNED BY SEPARATE LETTER AT CONTRACT AWARD] is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COR is located at: see separate letter at contract award

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

### G.3. 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 proposal with value(s) for each principal category of the work which when added together equal the total contract price. A sample format is available from the Contracting Officer upon request. 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 included and shall be at least 20 percent of the mobilization cost. 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 Designated Billing Office. Use of a format that complies with all of the requirements of the "Payments" clause of the contract is mandatory. A sample format is available from the Contracting Officer.

(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 billing office.

(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.4. CERTIFICATION OF PAYMENTS – RELEASE OF CLAIMS (ROC)**

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

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

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

#### **G.5. INVOICE REQUIREMENTS**

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

- (1) FAR 52.232-5, Payments Under Fixed -Price Construction Contracts (May 2014)
- (2) FAR 52.232-27, Prompt Payment for Construction Contracts (Jan 2017)
- (3) FAR 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
- (4) FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)

(b) The Designated Billing Office for this contract is the same as the address for correspondence, sent to the attention of the Contracting Officer. Invoices for payment shall be sent via e-mail to the COR and CO for processing and approval.

(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 states 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.6. ADDRESS FOR CORRESPONDENCE**

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

Most correspondence should be sent via email directly to the Contracting Officer and COR. If sending documents via postal mail, include the Contract Number on all correspondence. Overnight Mail and U.S. Mail must be sent to the Contracting Officer, unless otherwise specified, at the following address:

Indian Health Service  
701 5<sup>th</sup> Ave. STE 1600  
Seattle, WA 98104

**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.

### 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 as an excluded party within the System for Award Management (SAM) 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: <https://www.sam.gov/SAM/>
- (c) In the event of the contractor's noncompliance with the foregoing requirements, the Government may terminate this contract for default or take other appropriate action, including, but not limited to, requiring the contractor to terminate any such subcontract and substitute an eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance.
- (d) The term "subcontractor," as used in this clause, shall mean the individual or firm with whom the contractor proposes to enter into a subcontract for manufacturing, fabricating, installing, or otherwise performing work under this contract.
- (e) Within ten 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. 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.4. WORK HOURS AND ACTIVE GOVERNMENT OPERATIONS

Normal work days and hours are Monday through Friday, 8:00 am to 5:00pm excluding federal holidays for occupied facilities and no set times or days for unoccupied spaces. The contractor shall notify the COR a minimum of 72 hours in advance of arriving on site to complete work and check in with the COR upon arrival. A minimum of 72 hours of advance notice is required for special request to work outside of normal work hours.

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

- (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  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Third Monday in February  
Last Monday in May  
June 19  
July 4  
First Monday in September  
Second Monday in October  
November 11  
Fourth Thursday in November  
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. 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.6. OPERATION AND STORAGE AREAS**

Reference FAR 52.236-10 Operations and Storage Areas. The contractor shall coordinate its operations and storage with the COR.

#### **H.7. ACCIDENT PREVENTION**

Reference FAR 52.236-13 Accident Prevention. The contractor shall submit for approval a written Safety and Accident Prevention Plan showing how they will comply with FAR 52-236-13. The contractor shall also designate in writing the individual who is responsible for identifying and correcting safety hazards or violations on the job site.

#### **H.8. AVAILABILITY 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.9. PRECONSTRUCTION CONFERENCE**

Reference FAR 52.236-26 Preconstruction Conference. The Contracting Officer will conduct a preconstruction conference. Location is **TBD upon award**, but will most likely be at the site. The Contracting Officer, COR, and contractor are required to participate. The Contracting Officer may designate required attendance for subcontractors. The Contracting Officer and COR may attend the conference via conference or video call.

#### **H.10. 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.11. SALVAGE**

The Government does not assume responsibility for any loss or damage to materials removed and not reused under the contract that become the property of the contractor.

#### **H.12. 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.13. EXISTING WORK**

- (a) Existing work shall be cut, drilled, altered, removed or temporarily removed and replaced for performance of work under the contract. 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. Corrective work, directed by the Contracting Officer will be subject to adjustment of the contract in accordance with FAR 52.236 2, "Differing Site Conditions."

#### **H.14. WARRANTY OF CONSTRUCTION**

Reference FAR 52.246-21 Warranty of Construction. All warranties the contractor receives from subcontractors, manufacturers and suppliers shall be executed in writing for the benefit of the Government. The contractor shall provide the COR with copies of all warranties obtained.

#### **H.15. AS BUILT DRAWINGS**

The contractor shall maintain during the progress of the work one (1) set of completed and up to date blue line drawings, which shall be available for inspection by the Contracting Officer 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. As built shall be submitted for review/approval as a condition precedent to the request for final inspection of the work.

#### **H.16. EQUITABLE ADJUSTMENTS DUE TO CHANGES**

(a) The contractor shall submit a proposal for all changes in the work within 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 30 days.

(e) Should a proposal cost exceed the certified cost or pricing data threshold or is required for a lesser amount at the direction of the Contracting Officer for a change, certified cost or pricing data should 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 percentages 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 <i>its own</i> forces	10%	1% - 10%
To subcontractors and/or to the Contractor on work performed by <i>other than its own</i> 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.

(g) Time Extension: 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).

(h) Delay and Impact Costs: Any proposal for delay and impact costs that is not submitted within 60 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 60 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.17. 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:

1. 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.

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

3. 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.18. EMPLOYEE APPEARANCE

The contractor must 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. All contractor/subcontractor employees working under this contract must be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment.

#### **H.19. REMOVAL OF EMPLOYEES/SUBCONTRACTORS**

All work under this contract must be performed in a skillful and workmanlike manner. The Contracting Officer may require in writing that the contractor immediately remove from the work site any employee of the contractor, and employee of the subcontractor, or the subcontractor, if the Contracting Officer deems that a person or company is incompetent, careless, or otherwise objectionable. The use of, or possession of any alcohol or illegal drugs, is cause for immediate removal from the project.

#### **H.20. 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.21. CONTRACTOR EMPLOYEE SECURITY CLEARANCE RESPONSIBILITIES**

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.

#### **H.22. 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.23. 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 generally be virtual unless inspection and/or acceptance of work is required. The contractor shall:

(1) Schedule, prepare agenda, and distribute notice of meetings to participants two (2) business days in advance of each progress meeting. Meeting agenda shall cover topics pertinent to safety, continued progress, and successful completion of the contract.

(2) Record meeting minutes and distribute copies within two (2) business days after each meeting to participants.

#### **H.24. CONTRACTOR DAILY REPORT**

(a) The Contractor shall prepare and file a "Contractor's Daily Report", for each work day of contract performance for this contract.

(b) The daily reports shall be delivered not later than COB the following day via email to the Contracting Officer and the COR or other designated individuals identified by the Contracting Officer unless otherwise directed.

(c) Each daily report shall include prime contractor and sub-contractor at any tier, personnel on the site, brief description of work performed, equipment on site, tests performed, weather conditions and summary of general activities of the day.

(d) Reports shall be chronologically numbered, and submitted by the designated representative of the Contractor.

## **H.25. 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 at the pre-construction meeting. A completed schedule must be submitted and approved by the assigned COR prior to receiving a notice to proceed or another agreed upon date determined during the pre-construction meeting. Refer to FAR 52.236-15, Schedules for Construction Contracts. This schedule shall include key milestones of the project, including start and finish dates, visual assessments, laboratory testing, remediation and demolition, as well as proposed closeout durations.

(b) The contractor shall actively maintain and update the schedule as required by the COR. The contractor is responsible for ensuring that the schedule is current and that the COR and Contracting Officer have a current copy.

(e) A copy of the most current project schedule shall be submitted with each progress payment/invoice request.

## **H.26. 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

## **H.27. 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) will be submitted weekly to the procurement office 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.28. 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. The notice to proceed (NTP) shall be issued only after receiving approved submittals 1-5 listed in paragraph (b) below.
- (b) **Within 10 calendar days** after award, or as otherwise established by the contracting officer, all materials and articles requiring approval, IAW 52.236-5, Material and Workmanship, shall be submitted by the Contractor using a transmittal sheet as approved by the COR. Government review comments will be returned within seven (7) calendar days after receipt of submittals. Contractor shall provide the following submittals within 10 calendar days of AWARD:
- (1) Applicable Bonding
  - (2) Construction Project Schedule (FAR 52.236-15)
  - (3) Schedule of Values
  - (4) List of Subcontractors/SF 1413
  - (5) Submittal Log
  - (6) Contractor Key Personnel Contact Information
  - (7) Safety and Accident Prevention Plan
  - (8) Material Safety Data Sheets (MSDS) for all products
  - (9) Shop drawings / product data / samples, highlighting specific part/model numbers proposed, along with all selected options (as applicable)
  - (10) 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
  - (11) Results of all third-party testing - Within 7 days after testing performed
  - (12) Operation and Maintenance (O&M) Manual - 2 hard copies and 1 digital (PDF)
  - (13) Warranty Certificates - 2 hard copies and 1 digital (PDF)

## **H.29. 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.30. 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.31. 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.32. 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.33. 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.34. 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.

### **H.35. TRIBAL EMPLOYMENTS RIGHTS OFFICE (TERO)**

Any applicable TERO requirements shall be the responsibility of the contractor and must be included in the firm fixed price offered on the SF1442. Failure to include applicable TERO fees in the firm fixed price shall not constitute grounds for an equitable adjustment after award. TERO is applicable.

### **H.36. IDENTIFICATION OF CONTRACTOR EMPLOYEES**

*Identification (ID) Badges.* The contractor shall provide each employee 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 will approve the ID badge template before the contract start date.

*Display of ID Badges.* Contractor personnel shall wear the ID badge at all times when performing work under this contract on site and when attending Government meetings and conferences off-site. Unless otherwise specified, 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.

*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.37. TEST RESULTS**

The contractor must submit all results of test(s) required by the contract to the COR/Project Manager for review.

**H.38. PERMITS AND CERTIFICATES**

The contractor must submit a copy of all permits and certificates as required by the contract to the COR/Project Manager.

**END OF SECTION**

**SECTION I. CONTRACT CLAUSES**

The following clauses are incorporated by reference (see FAR 52.252-2):

**FEDERAL ACQUISITION REGULATION (FAR)**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
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	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.204-4	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 Contracting Reporting Requirements	Oct 2016
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
52.215-8	Order of Precedence -- Uniform Contract Format	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 2022
52.219-14	Limitations on Subcontracting	Sep 2021
52.219-28	Post-Award Small Business Program Representation	Oct 2022
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	May 2018
52.222-6	Construction Wage Rate Requirements	Aug 2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	Jul 2021
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	May 2014
52.222-12	Contract Termination — Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	May 2014

CLAUSE	TITLE	DATE
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 for Contractor Workers Under Executive Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.223-2	Affirmative Procurement of Bio based Products Under Service and Construction Contracts	Sep 2013
52.223-6	Drug-Free Workplace	May 2001
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
52.225-13	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
52.227-4	Patent Indemnity-Construction Contracts	Dec 2007
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.228-11	Pledge Of Assets	Feb 2021
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 ascertaining them. Failure to do so will not constitute a request for an equitable adjustment to the contract price.</i>	Feb 2013
52.232-5	Payments under Fixed Price Construction Contracts	May 2014
52.232-16	Progress Payments	Nov 2021
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
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
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	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

CLAUSE	TITLE	DATE
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements	Apr 1984
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention	Nov 1991
52.236-14	Availability and Use of Utility Services.	Apr 1984
52.236-15	Schedules for Construction Contracts	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction Alternate I (Apr 1984)	Feb 1997
52.236-26	Preconstruction Conference	Feb 1995
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes	Jun 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	Oct 2022
52.246-12	Inspection of Construction	Aug 1996
52.246-21	Warranty of Construction	Mar 1994
52.248-3	Value Engineering -- Construction	Oct 2020
52.249-2	Termination for the Convenience of the Government (Fixed Price) Alternate I (Sep 1996)	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

#### HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR)

CLAUSE	TITLE	DATE
352.203-70	Anti-Lobbying	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.211-3	Paperwork Reduction Act	Dec 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015
352.223-70	Safety and Health	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.211-3	Paperwork Reduction Act	Dec 2015
352.226-1	Indian Preference	Dec 2015
352.226-2	Indian Preference Program	Dec 2015
352.226-3	Native American Graves Protection Repatriation Act	Dec 2015
352.237-5	Key Personnel	Dec 2015
352.239-74	Electronic and Information Technology Accessibility	Dec 2015

#### FAR 52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (NOV 2021)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

Cost of components means —

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

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

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.

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

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

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

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None**.

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

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

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

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

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph

(b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material			
Domestic construction material			
Item2:			
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)

### **HHSAR 352.232-71 Electronic Submission of Payment Requests (MARCH 2022)**

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

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

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

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

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

(End of Clause)

### **HHSAR 352.236-70 Design-Build Contracts (DECEMBER 2015)**

(a) General.

(1) The contract constitutes and defines the entire agreement between the Contractor and the Government. This contract includes the standard or special contract clauses and schedules included at the time of award. This contract incorporates by reference:

Pine Ridge SU Storage Buildings (GP22PR100Z4, GP22KY100Z4, GP22WB100Z4)

Solicitation No. 75H70122R00062

- (i) The solicitation in its entirety (with the exception of instructions to offerors and evaluation criteria which do not become part of the award document);
  - (ii) The specifications and statement of work;
  - (iii) All drawings, cuts and illustrations, included in the solicitation and any amendments during all proposal phases leading up to award;
  - (iv) Exhibits and other attachments; and
  - (v) The successful Offeror's accepted proposal.
- (2) In the event of conflict or inconsistency between any of the requirements of the various portions of this contract, precedence shall be given in the following order:
- (i) Betterments: Any portions of the Offeror's proposal which exceed the requirements of the solicitation and which go beyond repair and improve the value of the property.
  - (ii) The contract clauses and schedules included during the solicitation or at the time of award.
  - (iii) All requirements (other than betterments) of the accepted proposal.
  - (iv) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself.
- (3) Design products must conform to all requirements of the contract, in the order of precedence stated here.
- (b) Responsibility of the contractor for design.
- (1) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (2) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.
- (3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (4) If the Contractor is comprised of more than one legal entity each such entity shall be jointly and severally liable with respect to all rights and remedies of the Government.
- (c) Sequence of design - construction.
- (1) After receipt of the Contract Award, the Contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. No construction may be started until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- (2) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any completed or in-progress construction related to the pending revisions until they are completed, resubmitted, and are satisfactory to the Government.
- (3) No payment will be made for any completed or in-progress construction until all required submittals have been made, reviewed, and are satisfactory to the Government.

(d) Constructor's role during design. The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits, if any, allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction Quality Control (QC) program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) Preconstruction conference.

(1) A preconstruction conference will be arranged by the Contracting Officer after award of contract and before commencement of work. The Contracting Officer or designated representative will notify the Contractor of the time, date, and location for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(2) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

(i) Accident Prevention Plan;

(ii) Quality Control Plan;

(iii) Letter Appointing Superintendent;

(iv) Transmittal Register;

(v) Power of Attorney and Certified Copy of Resolution;

(vi) Network Analysis System, (when identified in the contract schedule as applicable);

(vii) List of Subcontractors;

(viii) SF 1413;

(ix) Performance and Payment Bonds; and

(x) Schedule of Values.

(3) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Contracting Officer to all in attendance.

(f) Payment for design under fixed-price design-build contracts.

(1) The Contracting Officer may approve progress payments for work performed during the project design phase up to the maximum amount of \_\_\_\_ (Contracting Officer to insert percent figure. If none stated, the amount is four (4) percent) percent of the contract price.

(2) Contractor invoices for payment must be accompanied by satisfactory documentation supporting the amounts for which payments are requested. Progress payments approved by the Contracting Officer during the project design phase in no way constitute an acceptance of functional and aesthetic design elements nor acceptance of a final settlement amount in the event of a buy-out nor a waiver of any contractual requirements.

(g) Unscheduled jobsite shutdowns. Due to security reasons during the life of this contract the Government may on an unscheduled basis require the contractor to shut down its jobsite for 2 days per year at no additional cost. This shall not constitute a suspension of work under FAR 52.242-14, Suspension of Work

(End of clause)

Alternate I (DEC 2015).

When Fast Track procedures are being used, replace paragraph (c) of the basic clause with the following:

(c) Sequence of design build.

(1) After receipt of the Contract Award the Contractor shall initiate design, comply with all design submissions requirements and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(2) If the Government allows the Contractor to proceed with the construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted, and are satisfactory to the Government.

(3) No payment will be made for any in-place construction until all required submittals have been made, reviewed, and are satisfactory to the Government.

(End of clause)

**END OF SECTION**

## **SECTION J. LIST OF ATTACHMENTS**

Attachment 1 Wage Determination Kyle & Pine Ridge  
Attachment 2 Wage Determination Wanblee  
Attachment 3 Self Performed Calculation Sheet  
Attachment 4 Technical Experience Offeror Worksheet  
Attachment 5 Past Performance Questionnaire  
Attachment 6 Great Plains Area Map  
Attachment 7 Approximate Building Locations  
Attachment 8 Kyle Wanblee 32x40 Design Reference  
Attachment 9 Pine Ridge 40x80 Design Reference  
Attachment 10 Approximate Electrical Transformer Locations  
Attachment 11 Geotech Reports  
Attachment 12 WH347 Payroll  
Attachment 13 Release of Claims

**END OF SECTION**

**SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1. Provisions Incorporated by Reference**

The following clauses are incorporated by reference (see FAR 52.252-2):

**FEDERAL ACQUISITION REGULATION (FAR)**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-19	Incorporation by Reference of Representations & Certifications	Dec 2014
52.204-22	Alternate Line Item Proposal	Jan 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.204-26	Covered Telecommunications Equipment or Services-Representation	Oct 2020
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Feb 2016
52.236-28	Preparation of Proposals - Construction	Oct 1997

**HEALTH AND HUMAN SERVICES ACQUISITION REGULATION**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
352.239-73	Electronic & Information Technology Accessibility Notice	Dec 2015

**FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **236220**.
- (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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

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

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

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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 Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

Alternate I (SEP 2021). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code: 236220

Size standard: \$39.5 Million

(2) 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, (i.e., nonmanufacturer), 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.

(End of Provision)

**END OF SECTION**

## SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### L.1. Provisions Incorporated by Reference

The following clauses are incorporated by reference (see FAR 52.252-2):

#### FEDERAL ACQUISITION REGULATION (FAR)

PROVISION	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	Nov 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Nov 2021
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee)	Feb 2021
52.232-13	Notice of Progress Payments	Apr 1984

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

The Government contemplates award of a **Firm Fixed Price (FFP)** contract resulting from this solicitation.  
(End of provision)

#### **FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF WORK (AUG 2018)**

- (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)

#### **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: **3.8%**  
Goals for Female Participation for Each Trade: **6.9%**  
These goals are applicable to the entire 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;

Pine Ridge SU Storage Buildings (GP22PR100Z4, GP22KY100Z4, GP22WB100Z4)  
Solicitation No. 75H70122R00062

- (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 **Rolette County, ND**.  
(End of provision)

#### **FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014)**

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

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

*I Evaluation of offers.*

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

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

*(d) Alternate offers.*

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

#### **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)

**FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(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:

Andrew Hart  
Indian Health Service  
701 5<sup>th</sup> Ave Suite 1600  
Seattle, WA 98104

(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)

**FAR 52.236-27 SITE VISIT (CONSTRUCTION)(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 **are urged and expected to inspect the site where the work will be performed.**

(b) A site visit is scheduled to occur at 10:00AM Central Time on November 15, 2022 beginning at the Pine Ridge Service Unit. The site visit shall continue to the Kyle and Wanblee Health Centers

(c) Please contact the COR Stottin Newbrough at [stottin.newbrough@ihs.gov](mailto:stottin.newbrough@ihs.gov) to confirm the date, time, and location.

**\*\*It is the responsibility of the offeror to follow all Tribal, Local, and State regulations on COVID-19 restrictions that are in place at the time of site visit\*\*** (End of Provision)

**L.2. 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. Terms of the solicitation and specification remain unchanged unless the solicitation is amended in writing.

**L.3. INQUIRIES (COMMUNICATION WITH THE CONTRACTING OFFICE)**

(a) Offerors shall submit all questions concerning this solicitation in writing to the Contracting Officer, Thupten Tsering, at [thupten.tsering@ihs.gov](mailto:thupten.tsering@ihs.gov). Questions should be received ***no later than 5 days prior to proposal due 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 made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. 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. These personnel have been informed to **direct all questions by interested offerors to be submitted to the Contract Specialist Thupten Tsering, at [thupten.tsering@ihs.gov](mailto:thupten.tsering@ihs.gov)**

#### **L.4. PROPOSAL SUBMISSION REQUIREMENTS**

The proposal shall be submitted in two volumes via email as individual PDF's and include the following:

##### **Volume 1 (Solicitation):**

1. Cover Page (Company name, address, phone number, UEI, DUNS, name and email address of POC)
2. Completed SF1442, blocks 14-20c;
3. Completed SF30 Amendments, blocks 15 a-c. Applicable if issued;
4. Section B, Price Schedule shall be filled out in its entirety;
5. Bid Bond, Form can be found on the GSA website at: <https://www.gsa.gov/forms-library/bid-bond>
6. Section K, Submit if SAM.gov record is not current or complete
7. Attachment 3 "Self-Performed Calculation Sheet"

##### Teaming Proposals

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

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

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

##### **Volume 2 (Technical Proposal):**

Factor 1: Technical Experience Submittal (Attachment 4)

Factor 2: Technical Approach Narrative

Factor 3: Past Performance Submittal (CPARS or Attachment 5)

The total size of the email should not exceed 8mb. Due to the file size limitation multiple emails may be sent. If sending multiple emails, the subject line shall include "email X of X" in addition to the information identified in paragraph L.5 below.

#### **L.5. EVALUATION FACTORS**

##### **FACTOR 1: TECHNICAL EXPERIENCE ON RELEVANT PROJECTS (6 Page Limit)**

Offerors shall submit comprehensive and complete narratives describing work performed on up to three (3) projects completed in the last six (6) years that are similar in size and scope to this requirement. Similar in size is defined as a project with an award value of at least \$500,000.00. Similar in scope is defined as a project that involved the installation of storage buildings, or similarly utilized building, of at least 1000 sq. ft., based on manufacturer specifications. Each narrative shall be of sufficient detail and clearly identify how the project described in the narrative is similar in size and scope. Each narrative shall be completed on attachment 4 and is limited to two pages each.

Contracts completed in the last six (6) years from the date of this solicitation that are at least 75% complete may be included.

##### **FACTOR 2: TECHNICAL APPROACH (2 Page Limit)**

Offerors shall submit a comprehensive and complete narrative describing the means and methods used to successfully complete all work under this contract as intended. The narrative shall specifically identify each location (Pine Ridge, Kyle, and Wanblee) and be limited to two pages. Means and methods is defined as the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this project.

**FACTOR 3: PAST PERFORMANCE ON RELEVANT PROJECTS**

Offerors need not submit for this factor; but if they choose to, offerors shall submit a CPARS record for each project identified in Factor 1. If a CPARS record does not exist, offerors may submit a completed Past Performance Questionnaire (PPQ) for each project identified in Factor 1 found at attachment 5 of this solicitation. The Government will evaluate submitted information and reserves the right to evaluate past performance information on proposals submitted in response to this solicitation from any available source. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

**FACTOR 4: PRICE**

Price will be evaluated for reasonableness in accordance with FAR 15.401. The contractor shall complete Section B.

**L.6. DUE DATE AND FORMAT**

The offeror's quotation shall be submitted electronically in PDF format **via email to thupten.tsering@ihs.gov** at your earliest convenience but **no later than the date and time identified in Block 13 of the SF 1442**, unless changed by amendment.

Please use the following email subject line: **"[Offeror Name] Proposal for 75H70122R00062 – Pine Ridge SU Storage Buildings"**

**L.7. LATE SUBMISSIONS**

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.

**END OF SECTION**

## SECTION M. EVALUATION FACTORS FOR AWARD AND AWARD DETERMINATION

### **M.1. BASIS FOR AWARD**

- (a) This acquisition will utilize **Lowest Price Technically Acceptable (LPTA)** source selection procedures in accordance with FAR 15.101-2. Selection will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted.
- (b) By submission of its offer, the offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All technically acceptable offerors, with satisfactory past performance, shall be evaluated equally with respect to technical capability and past performance.
- (c) All non-price factors (Factors 1-3) must be rated “Acceptable” in order to be eligible for award. Contractors without a record of relevant past performance will be considered acceptable in accordance with FAR 15.305. The Government intends to select one contractor for award of this effort. If the lowest priced proposal is not found technically acceptable, the next lowest priced small business proposal will be evaluated until the lowest priced, technically acceptable proposal is found.
- (d) For the purpose of award, the Government will evaluate offers based on the factors described below. Factor 3 (Price) will be evaluated for reasonableness in accordance with FAR 15.404-1. The price evaluation will be based on the amount listed in Block 17 of the SF1442.

FACTOR 1: Technical Experience on Relevant Projects (Acceptable/Unacceptable)

FACTOR 2: Technical Approach (Acceptable/Unacceptable)

FACTOR 3: Past Performance on Relevant Projects (Acceptable/Unacceptable)

FACTOR 4: Price (Reasonableness)

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

### **M.2 BASIS OF EVALUATION**

#### **FACTOR 1: TECHNICAL EXPERIENCE ON RELEVANT PROJECTS**

**Basis of Evaluation:** Evaluation of this factor will be an assessment of the offeror’s ability to perform work described in this project on an acceptable/unacceptable basis. To achieve an “acceptable” rating, the offeror must provide the information requested in Section L.5 and describe, in sufficient detail, experience with projects similar in size and scope to this project.

#### **FACTOR 2: TECHNICAL APPROACH**

**Basis of Evaluation:** Evaluation of this factor will be an assessment of the offeror’s technical approach on an Acceptable/Unacceptable basis. To achieve an “acceptable” rating the offeror must provide the information requested in L.5 and describe, in sufficient detail, means and methods used to complete work as intended.

#### **FACTOR 3: PAST PERFORMANCE ON RELEVANT PROJECTS**

**Basis of Evaluation:** Offerors need not submit for this factor. Evaluation of this factor will be an assessment of the offeror’s degree to which past performance evaluations (to include PPQs if applicable) and all other past performance information reviewed by the government (i.e., CPARS, PPIRS, FAPIIS, eSRS, performance recognition documents, etc.) reflect a trend of satisfactory performance on an acceptable/unacceptable basis. A review of CPARS or the PPQ will be performed by the Government. The Government reserves the right to evaluate past performance information on proposals submitted in response to this solicitation from any available source. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Contractors without a record of relevant past performance will not be evaluated favorably nor unfavorably in accordance with FAR 15.305. In this context, past performance will be considered “neutral”, which is acceptable in terms of acceptability/unacceptability.

**FACTOR 4: PRICE**

Basis of Evaluation: The Government will evaluate price for reasonableness in accordance with FAR 15.404-1.

**END OF SECTION**