

**INDIAN HEALTH SERVICE
DIVISION OF ENGINEERING SERVICES**



Solicitation Number: 75H70123Q00003

Parking Lot Improvements Lower Brule, GP21LB500C6

**PROPOSAL DUE DATE:
no later than 03/15/2023, 5:00 PM EST**

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

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75H70123Q00003	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	02/13/2023	1 52

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		GP21LB500C6
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Indian Health Service (IHS) Division of Engineering Services (DES) - Seattle 701 5th Ave, Suite 1650 Seattle, WA 98104 daniel.cotto@ihs.gov; Andrew.Hart@ihs.gov		Indian Health Service (IHS) Division of Engineering Services (DES) - Seattle 701 5th Ave, Suite 1650 Seattle, WA 98104 daniel.cotto@ihs.gov; Andrew.Hart@ihs.gov
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Daniel Cotto, daniel.cotto@ihs.gov	206-615-2790

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)

This RFQ is being issued as 100% HUBZone Small Business Set-Aside under NAICS 238990 All Other Specialty Trade Contractors. The Size Standard is \$19 million

TITLE: Parking Lot Improvements Lower Brule.

ESTIMATED MAGNITUDE OF CONSTRUCTION (APR 1985) (FAR 36.204): The estimated magnitude of the proposed construction is between \$100,000.00 - \$250,000.00.

Proposals are due no later than 03/15/2023, 5:00 PM EST via email to daniel.cotto@ihs.gov and Andrew.Hart@ihs.gov.

U.S. Department of Labor Wage Determination: SD20230022, dated 1/6/2023 is applicable to this solicitation.

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

TERO office - (605) 473 - 5800 ext. 48171.

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 03/08/2023 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS



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
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY Indian Health Service (IHS) Division of Engineering Services (DES) - Seattle 701 5th Ave, Suite 1650 Seattle, WA 98104	27. PAYMENT WILL BE MADE BY IHS GREATPLAINS AREA Great Plains Area IHS 115 4TH AVENUE SE Aberdeen SD 57401-4301

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Section B

Price Schedule

DESCRIPTION	SCOPE SECTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Demolition	2A	1	LS		
Electrical	2B	1	LS		
Concrete	2C	1	LS		
Metals	2D	1	LS		
Openings	2E	1	LS		
Exterior Improvements	2G	1	LS		
General Requirements/Conditions, Taxes, TERO, Etc.	6C	1	LS		
				TOTAL	

NOTES:**Price Schedule.**

Quantities. Price Schedule includes items that are priced by the unit (LS, LF, HR, etc.), these are not-to-exceed quantities.

Unit Prices. The stated unit prices are fully-loaded.

Total Prices. The stated total prices are the "price ceiling" that shall not be exceeded without prior approval from the Contracting Officer.

As a reminder, all offerors are responsible for allowing for all applicable state, local and tribal (where applicable) taxes and fees within their offer 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 account for these fees or the appropriate impacts will not constitute a request for an equitable adjustment to the contract price.

B.1 Incidental Payment Items: The intent of the contract is to provide for the complete work of the project described in the contract. Unless otherwise provided, the contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies, taxes and fees requirements and perform all work required to complete the project in accordance with the drawings, specifications, and provisions of the contract. Payment for contract work will be made for and under those pay items included in the Schedule of Items (which is one lump sum price for the contract). All other work and materials will be considered as incidental to and included in the payment for items shown.

B.2. Estimated Quantities: Estimated quantities are provided in the price schedule for evaluation purposes only. The Government is not obligated to order the estimated amounts specified in the schedule. The estimates provided do not establish any minimum purchase limit for which the Government is obligated. The contractor shall not furnish quantities in excess of the specified amount without prior written consent from the Contracting Officer.

B.3. 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 in Section J, Attachments 1.

B.4 Invoices: HHSAR clause 352.232-71 Electronic submission of payment requests is included, so invoices will be processed through www.ipp.gov.

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

Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an

individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed within the change and shall immediately notify the Contracting Officer.

B.5. TERO: TERO is applicable. Refer to Section C.4

END OF SECTION

Section C

STATEMENT OF WORK

PARKING LOT IMPROVEMENTS
LOWER BRULE HEALTH CENTER
LOWER BRULE, SD

1. Project Description

A. Title: PARKING LOT IMPROVEMENTS

B. Location: This project is at the LOWER BRULE HEALTH CENTER, in LOWER BRULE, SD.

C. Period of Performance: 365 calendar days from Notice to Proceed.

D. Description: The project defined within this Scope of Work is the replacement of the concrete ramp at the entrance of the Health Center, along with the railing and wind barrier. Replacement of a portion of the asphalt parking lot where the handicapped parking spots are located. Replacement of the entrance door and the delivery entrance door. Installation of pipe bollards and curb stops for parking spots, and pavement markings for the parking lot.

E. Background: The work to be accomplished by this project will replace an ADA non-compliant ramp entrance to the Health Center. It will also improve the handicap access to the building by supplying a new wider ramp and a door with ADA compliant push button opening. It will improve the safety of the parking lot by installing bollards to protect the ramp and building from a vehicle accidentally driving into those areas.

The project will also reconfigure the entrance into the basement of the Health Center, where a majority of the deliveries are received. It will create a dedicated parking area for the delivery vehicles to use, and a more convenient ramp and new door for the entrance.

F. 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 70 National Electric Code (NEC)
6. ASHRAE 170
7. ASHRAE Fundamentals Handbook 2017
8. NFPA 99 Healthcare Facilities Codebook, 2012

G. Common Acronyms or Definitions

1. IHS – Indian Health Service
2. CMS – Centers for Medicare & Medicaid Services
3. LB – Lower Brule
4. BAS – Building Automation System
5. Metasys – Name of the existing BAS

6. CO – Contracting Officer
 7. COR – Contracting Officer’s Representative
 8. PM – Project Manager
 9. IGCE – Independent Government Cost Estimate
 10. BIM – Building Information Model
 11. LOD – Level of Design
 12. CAD – Computer Aided Design
 13. RFI – Request For Information
2. **Scope of Work (SOW)** The contractor shall provide all plant, labor, materials, transportation, drawings etc. and supplies as needed for all demo, new installation, and clean-up of the products described below. All electrical installation shall be done by an electrician licensed in the state of South Dakota. Construction shall comply with industry-recognized standards for building construction.

All construction shall be in accordance with the most recent publications of the National Electric Code, National Fire Codes, AIA Guidelines for Construction and Equipment of Hospital and Medical Facilities, IBC, and shall be in accordance with Industry Standards.

The facility shall remain fully functional for patient care with minimal interruption during construction. The contractor shall provide a construction schedule for completing the work and identify how the work will be completed to minimize impact to facility operations.

The Contractor shall restore all areas disturbed by construction, both interior and exterior, to condition at least equal to that existing prior to construction. Contractor shall take necessary precautions to minimize any dust, dirt, or tracking throughout the health center and surrounding areas during the construction process, and shall be responsible for any required clean-up or damage related to the construction activity. The Contractor shall dispose of all excess construction materials and rubbish in an EPA-approved landfill.

The Contractor shall be responsible for obtaining all permits, insurance and fees, federal and tribal, required of a general contractor working on the Lower Brule Indian Reservation, TERO ordinance will apply.

The contractor shall coordinate all work activities with Facility Manager prior to commencing work and on a daily basis after beginning work. All measurements are for estimating purposes, and should be verified prior to ordering any materials.

The contractor shall provide all engineering, design, material, labor, equipment and supervision required to accomplish the following:

- A. **Demolition:** Contractor shall remove the existing concrete ramp, railing, wind barrier, and retaining wall. Remove a 2600 square feet section in the parking lot and the ramp. Remove both the entrance doors in the area. Remove the light on the building above the ramp.

The existing pavement section, including the existing concrete ramp, will be removed down to the subgrade material. Any subgrade water damaged areas will be repaired as necessary and the entire subgrade will be moisture conditioned and re-compacted to a firm uniform density prior to base course and pavement placement.

- B. **Electrical:** Install three new LED light fixtures to properly light the new ramp and the delivery entrance. Lights should be Halo White LED Single Head Outdoor Security Flood Light Model Number FSL303TW 2900 Lumens, or equivalent. Install ADA compliant push button door openers on the main entrance. Install camera and door opener outside on delivery door, and door opener switch and monitor downstairs in the office space below the delivery door, same as or equivalent to AIPHONE Video Intercom Station Kit: 17 in Ht, 10 1/2 in Wd, 3 1/2 in Dp, 17 in Door Station Ht.
- C. **Concrete:** Placement of 52'x50' subgrade, structural steel, and concrete shall follow SD DOT 2015 Standards, part B and D, and any other applicable section. Prepare subgrade 6" with density 95% of standard proctor. #3 rebar every 12" in parallel, and every 36" perpendicularly. 6" concrete for full dimensions poured to 4,000 psi. Space joints at 10-12 feet, Joiner molded on squares.

Place 8" concrete filled pipe bollards between sidewalk and parking lot, at 56" high. Spacing should be 3-5' apart, and approved through a submittal. Bollards will be finished with a rust resistant paint, and then a plastic cover. Provide 4 extra bollard covers.
- D. **Metals:** Provide aluminum ramp with railings and canopy as shown in drawing titled Floor Plan. Door is approximately 4.5' above ground. New ramp shall be designed and constructed in accordance with ADA accessibility guidelines for ramps and International Building Code for ramps. All ramp sections, platforms, steps, legs, and guardrails are to be constructed of mill finish aluminum extrusions and mill finish aluminum sheet. Extrusion are either 6061-T6, 6063-T52, or 6005-T5 aluminum alloy and all aluminum sheet is 5052-H32. Ramp shall be aluminum ramp as manufactured by Upside Innovations or equal.
- E. **Openings:** Replace entrance door and the delivery entrance door. Both doors are 3' 6" wide, 80" tall (measurements need to be verified) and are single metal entry doors. The entrance into the Health Center will have ADA compliant push button opening, and an automatic closure. The delivery door will need to have an push button electric lock and automatic door closure. Ensure doors are operating and sealed properly. Any addition material for a proper operation or seal will be responsibility of contractor.
- F. **Fire Suppression:** Any existing fire suppression in the ceiling or walls will need to stay in place, and be incorporated into the new construction.
- G. **Exterior Improvements:** Replace any exterior wall paneling that is not present due to current ramp, having it match the existing appearance.

If any item is damaged in the removal of the concrete ramp, it will need to be replaced back to original appearance, at contractor's expense.

Paint parking lot area per plans using specifications from South Dakota DOT 2015 Standard Specifications.
- H. **Warranty:** Provide a 1-year labor and material warranty at no additional cost to the government which provides for the repair of all work and equipment that was provided under this scope of work.
- I. **Clean Up:** Jobsite shall be cleaned daily and must comply with the Infection Control & Safety Officer's requirements given with the ICRA and PRCA. The construction areas involved shall be free of

any debris, rubbish and left over material scraps upon completion of the project. Trash receptacles used for the collection of this debris and their removal from the project site shall be provided by the contractor. The site will be inspected by the engineer prior to final payment to ensure the sites return to their original condition prior to construction.

- J. **Site Restoration:** The construction site shall be free of any materials, debris and/or rubbish. The contractor will be responsible for the removal of this debris and must restore the site to its original condition as approved by the project engineer. Photo are to be taken before construction begins for documentation the sites original condition by the contractor.
- K. **Addition Facility Requirements:** Contractor shall comply with the requirements of the hospital's Facility Manager, Infection Control Officer and Safety Officer. These requirement will be laid out during the pre-construction meeting. Other permits and requirements will be given after the pre-construction meeting and the ICRA and PRCA assessments are completed.

3. Period of Performance.

- A. Time of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Work will be substantially completed within *Three Hundred Sixty-Five (365) calendar days* after the date when the Contract Times commence to run.

4. 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. Materials and finishes.
 - 2. Electrical components, Exterior Lights
 - 3. New ramp and canopy
 - 4. Paints and parking spot placements
 - 5. New doors and door openers
 - 6. Subgrade Material
 - 7. Concrete
 - 8. Any other items with options available

5. Schedule/Meetings

- A. The general contractor shall submit a detailed schedule to the COR for approval within (14) calendar days of the award.
- B. Pre-Construction Meeting: One Pre-Construction meeting shall be conducted prior to the start of the construction of the contract.
- C. Progress Meetings: Progress meetings shall be conducted at regular intervals as merited by the progress of the work.

- 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.
- E. Final Completion: One final completion meeting shall be held following determination that the project is complete.

6. Miscellaneous

- A. **Correspondence.** All correspondence shall be addressed to the COR. Each letter, document, etc., shall contain the following information:
 - 1. Date
 - 2. Project Numbers, Contract Number, Delivery Order Number and Service Unit Name/Location.
 - 3. Name of those who were sent copies.
- B. **Superintendent.** The prime contractor shall have an onsite superintendent for this project while any and all work is being performed unless prior approval is grant from the COR.
- C. **Tribal Requirements.**
 - 1. The Contractor and all subcontractors engaging in work on the Lower Brule Sioux Indian Reservation will be required to comply with the Indian preference and Indian preference program requirements administered by the Lower Brule Sioux Tribe Tribal Employment Rights Office (TERO).
 - 2. 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.
 - 3. 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.
 - 4. Contractors are strongly encouraged to contact the TERO office at (605) 473-5800 ext. 48171 for an explanation of tribal requirements. Other fees may apply.
- D. **Construction Materials and Storage**
 - 1. All materials shall be stored and handled according the manufacturers' recommendations.
 - 2. **All materials shall be submitted to the COR prior to ordering, for approval by the project engineer.**
 - 3. 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.
 - 4. 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.

E. Hours Of Operation

1. The project shall start after award and receipt of the Notice to Proceed
2. The work hours shall be 8:00am – 5:00pm, Monday – Friday. Weekends and after hours work may be available upon request.

7. Payments to the Contractor

1. The Government will pay the Contractor a fixed price, as indicted below, which will constitute full compensation for all Contractor professional and incidental services, travel expenses, and materials necessary to furnish complete project as required and specified in this SOW.
2. Progress payments will be paid following acceptance by the Government of that particular schedule item and a properly submitted and approved invoice. Refer to Section G, Item 4.

8. Project Officer

Korry Burkhead will be designated as the Contracting Officer's Representative (COR) for this Order. His address and telephone are:

Korry Burkhead
Great Plains Area Indian Health Service
Division of Facilities Management & Engineering
420 S. Garfield Ave
Pierre, SD 57501
Office: 605-945-5437
Korry.burkhead@ihs.gov

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

9. Reserved.

10. 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.

Section D Packaging And Marking

D.1 PACKAGING AND MARKING

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

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

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

End of Section

Section E Inspection And Acceptance

E.1. 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.

E.2. Provisions Incorporated by Reference:

52.246-12 Inspection of Construction. (Aug 1996)

End of Section

Section F. Deliveries Of Performance

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.

F.3. Clauses Incorporated by Reference :

52.242-14 Suspension of Work. (Apr 1984)

52.236-15 Schedules for Construction Contracts.

52.236-6 Superintendence by the Contractor (Apr 1984).

F.4. Clauses incorporated in full text .

52.211-10 Commencement, Prosecution, and Completion of Work. (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 336565 calendar days.

* The time stated for completion shall include final cleanup of the premises.

(End of clause)

End of Section

Section G Contract Administration Data

G.1. Contracting Officer'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. 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.4. PAYMENT PROCESS

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

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

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

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

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

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

(2) The Contractor is responsible for delivery of each request for payment electronically using the Department of Treasury Invoice Processing Platform (IPP) www.ipp.gov or successor system. Hand delivery to the COR in the field does not constitute delivery to the billing office.

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

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

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

G.4. Invoice Requirements (cont.)

(e) Invoices must be prepared and submitted and will be paid in accordance with the following FAR clauses:

52.232-5 Payments under Fixed-Price Construction Contracts. (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)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)

HHSAR 352.232-71 Electronic submission of payment requests

HHSAR Electronic submission of payment requests

Note: 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.

G.5. Address For Correspondence

It is the intent of the Government to use electronic means as much as possible while administering this contract. Correspondence must be sent via email directly to the Contracting Specialist and the COR.

G.6. 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.

G.7. Test Results

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

G.8. Permits And Certificates

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

G.9. Additional Clauses Incorporated by Reference:

52.232-23 Assignment of Claims. (May 2014)

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, 7:00 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 48 hours of advance notice is required for special requests to work outside of normal work hours.

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 subcontractor 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 commingled 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 subcontractor 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 submission 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. 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 subcontractor 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.24. 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 the 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 the 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 the 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 to the procurement office prior to or together with submission of payroll on which the apprentice's name first appears. If an apprentice is employed on such a 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, the period of apprenticeship under which the employee is serving must be indicated on the payroll.

H.24. RESERVATION REGULATIONS

(h) (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.

(i) (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.25. TRIBE REQUIREMENTS

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

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

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

(d) TERO Contact(s): Office: (605) 473 - 5800 ext. 48171

H.26. Clauses Incorporated by Reference:

52.228-5 Insurance-Work on a Government Installation. Jan 1997

52.236-2 Differing Site Conditions. Apr 1984

52.236-10 Operations and Storage Areas. Apr 1984

52.236-13 Accident Prevention. Nov 1991

52.236-14 Availability and Use of Utility Services. Apr 1984

52.236-26 Preconstruction Conference. Feb 1995

52.246-21 Warranty of Construction. Mar 1994

52.249-10 Default (Fixed-Price Construction). Apr 1984

End of Section ION

Section I Clauses

I.1. FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates some FAR provisions/clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these two web addresses - This for FAR: <https://www.acquisition.gov/far> and this for HHSARS: <http://www.hhs.gov/policies/hhsar>

Incorporated by reference:

52.202-1 Definitions Jun 2020

52.203-3 Gratuities Apr 1984

52.203-5 Covenant Against Contingent Fees May 2014

52.203-6 Restrictions on Subcontractor Sales to the Government Jun 2020

52.203-7 Anti-Kickback Procedures Jun 2020

52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity May 2014

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity May 2014

52.203-12 Limitation on Payments to Influence Certain Federal Transactions Jun 2020

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights Jun 2020

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements Jan 2017

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper May 2011

52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards Jun 2020

52.204-13 System for Award Management Maintenance. (Oct 2018)

52.204-19 Incorporation by Reference of Representations and Certifications. (Dec 2014)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. Nov 2021

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment Nov 2021

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment Nov 2021

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (Nov 2015) 52.215-2 Audit and Records – Negotiation Jun 2020

52.213-4 Terms and Conditions Simplified Acquisitions (Other Than Commercial Products and Commercial Services). Dec 2022

52.219-3 Notice of HUB one Set-Aside or Sole-Source Award. Oct 2022

52.219-8 Utilization of Small Business Concerns Oct 2018

52.219-14 Limitations on Subcontracting. Oct 2022

52.219-28 Post-Award Small Business Program Rerepresentation. (Sep 2021)

52.222-3 Convict Labor Jun 2003

52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation May 2018

52.222-6 Construction Wage Rate Requirements. (Aug 2018)

52.222-7 Withholding of Funds. (May 2014)

52.222-8 Payrolls and Basic Records. (Jul 2021)

52.222-9 Apprentices and Trainees. (Jul 2005)

52.222-10 Compliance with Copeland Act Requirements. (Feb 1988)

52.222-11 Subcontracts (Labor Standards). (May 2014)

52.222-12 Contract Termination-Debarment. (May 2014)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (May 2014)

52.222-14 Disputes Concerning Labor Standards. (Feb 1988)

52.222-15 Certification of Eligibility. (May 2014)

52.222-21 Prohibition Of Segregated Facilities Apr 2015

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (Feb 1999)

52.222-26 Equal Opportunity Sep 2016

52.222-27 Affirmative Action Compliance Requirements For Construction Apr 2015

52.222-35 Equal Opportunity Veterans Jun 2020

52.222-36 Equal Opportunity for Workers With Disabilities 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 Nov 2021

52.222-55 Minimum Wages Under Executive Order 13658 Jan 2022

52.222-62 Paid Sick Leave Under Executive Order 13706 Jan 2022

52.223-5 Pollution Prevention And Right-To-Know Information, Alternate I May 2011

52.223-6 Drug-Free Workplace. (May 2001)

52.223-17 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)

52.225-9 Buy American-Construction Materials. Oct 2022

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)

52.228-2 Additional Bond Security Oct 1997

52.228-5 Insurance – Work on Government Installation Jan 1997

52.228-11 Individual Surety - Pledges of Assets Feb 2021

52.228-12 Prospective Subcontractor Requests for Bonds May 2014

52.228-14 Irrevocable Letter Of Credit Nov 2014

52.228-15 Performance and Payment Bonds-Construction Jun 2020

52.229-3 Federal, State, And Local Taxes Feb 2013

- 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.

52.232-5 Payments Under Fixed-Price Construction Contracts May 2014

52.232-17 Interest May 2014
52.232-39 Unenforceability of Unauthorized Obligations Jun 2013
52.233-1 Disputes Alternate I (Dec 1991) May 2014
52.233-3 Protest After Award Aug 1996
52.233-4 Applicable Law For Breach Of Contract Claim Oct 2004
52.236-2 Differing Site Conditions. (Apr 1984)
52.236-3 Site Investigation and Conditions Affecting the Work. (Apr 1984)
52.236-4 Physical Data Apr 1984
52.236-5 Material and Workmanship. (Apr 1984)
52.236-6 Superintendence by the Contractor. (Apr 1984)
52.236-7 Permits and Responsibilities. (Nov 1991)
52.236-8 Other Contracts. (Apr 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.
(Apr 1984)
52.236-11 Use and Possession Prior to Completion. (Apr 1984)
52.236-12 Cleaning Up. (Apr 1984)
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. (Feb 1997)
52.242-13 Bankruptcy Jul 1995
52.243-5 Changes and Changed Conditions. Apr 1984
52.244-6 Subcontracts For Commercial Items Jan 2022
52.248-3 Value Engineering -- Construction Oct 2020
52.249-2 Termination for 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

HHSAR Clauses

352.203-70 Anti-Lobbying Dec 2015
352.208-70 Printing and Duplication Dec 2015
352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.223-70 Safety and Health (DEC 2015)
352.226-1 Indian Preference (DEC 2015)
352.226-3 Native American Graves Protection and Repatriation Act (DEC 2015)
352.239-735 Electronic and Information Technology Accessibility Notice (DEC 2015)015
352.237-75 Key Personnel. Dec 2015

Clauses Incorporated in Full Text:

52.225-9 Buy American-Construction Materials. Oct 2022

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference. (1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C.](#)

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

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

none [Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price
Comparison

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
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)

End of Section

Section J List of Attachments

The following listed attachments are a part of this solicitation and any resultant contract.

Attachment # and Document Title	Date	# of Pages
B01 Attachment 1 Wage Det SD20230022	01/06/2023	4
B01 Attachment 2 LB Parking Lot Drawings	08/18/2022	4
B01 Attachment 3 GP21LB500C06-Maps and closest towns	Dec 2022	2
B01 Attachment 4 Self Performed Calculation Sheet (Construction)	02/01/2023	4

* The documents below will be added at the time of award.

- WH 347 Certified Payroll
- Closeout Release of Claims-Form

End of Section

Section K Representations, Certifications, And Other Statements Of Offerors Provisions Incorporated by Reference:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. Sep 2007

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. Sep 2007

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation. (Nov 2015)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb2016)

52.219-1 Small Business Program Representations. (Oct 2022) Filled in the System for Award Maintenance (SAM) <https://sam.gov/content/home>

52.222-38 Compliance With Veterans' Employment Reporting Requirements Feb 2016

52.236-28 Preparation of Proposals -- Construction Oct 1997

Incorporated in Full Text:

52.204-8 Annual Representations and Certifications. Dec 2022

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238990 All Other Specialty Trade Contractors [insert NAICS code].

(2) The small business size standard is \$19 million [insert size standard].

(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 II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

- ___ (i) [52.204-17](#), Ownership or Control of Offeror.
- ___ (ii) [52.204-20](#), Predecessor of Offeror.
- ___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ___ (vii) [52.227-6](#), Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Nov 2021

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. Oct 2020

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. Feb 2016

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency

has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-2 Equal Low Bids. Oct 1995

a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

End of Section

Section L Instructions, Conditions, And Notices To Offerors Or Respondents

In accordance with clause 52.219-3, this solicitation is set-aside for HUBZone small business concerns.

The Government intends to award one (1) contract as a result of this solicitation.

L.1. Proposal Submission: Proposals must be submitted and received electronically via email to the following:

Contract Specialist: Daniel Cotto, daniel.cotto@ihs.gov

and

Contracting Officer: Andrew Hart, Andrew.Hart@ihs.gov

LI.2. Due Date: Proposals are due no later than **03/15/2023, 5:00 PM EST** via email, early offers are encouraged.

Acceptance Period: Offerors providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

L.3. Submit the following items:

1. Factor 1: Administrative Matters:

- a. **Standard Form:** SF-1442 Offer page: Fill blocks 14, 15, 16, 17 (to include the 60 calendar days for acceptance), 20a, 20b, and 20c on page 4 of "B01 RFQ Parking Lot Improvements Lower Brule"; fill block 19 if applicable.
- b. **Price Schedule:** Fill the Price Schedule on PDF page 5 of "B01 RFQ Parking Lot Improvements Lower Brule".
- c. **Self Performance:** Fill "B01 Attachment 4 Self Performed Calculation Sheet (Construction)"
- d. **HUBZone:** The offeror must be a HUBZone small business. In accordance with FAR 19.1303 Status as a HUBZone small business concern, only firms designated in DSBS and SAM as HUBZone small business concerns will be considered for award.
- e. **Bid Guarantee:** At least 20% of the total offered price in accordance with FAR 52.228-1.

2. Factor 1 Technical Ability:

Subfactor 1: Schedule. Evaluates the ability to meet the 365 days POP. The offerors must submit the schedule to include the ramp and doors described in the SOW (2.D and 2.E).

Subfactor 2: Technical. Evaluates the ability to perform the critical tasks. The offerors must describe the plan to accomplish the following two tasks delineated in paragraph 2 of the SOW:

- Electrical

- Concrete
3. **Factor 2 Past Performance:** Provide three recent and relevant references of similar work.
- Recent means within seven years.
 - Relevant means of at least the approximate value and complexity as this project.
 - The Government may use other methods to assess past performance.
4. **Bid Guarantee:** 20% in accordance with FAR 52.228-1 (below).

SAM: All offerors must have an active and updated registration with System Administration Management (SAM) in advance of the proposal due date. A web address has been provided below for the system. The main website contains an online guide and a telephone line for help desk support: <https://www.SAM.gov>

L.4. Request For Information (RFI) Cut Off Date: All inquiries shall be submitted in writing via email to daniel.cotto@ihs.gov and must be received no later than 7 calendar days prior to the solicitation closing date to allow time for responses. Faxed or telephone requests will not be accepted for this solicitation. Questions received late might not be answered.

L.5. Magnitude Of Construction: In accordance with FAR 36.204, Disclosure of the Magnitude of Construction Projects, this price range for this project is estimated to be between \$100,000 and \$250,000.

L.6. Submissions After Award: The following items will be required of the successful offeror after award:

- Certificate of Insurance – Within 10 days of Notice of Award
- Bonds
- Pre-Construction Conference
- Contact Information for Superintendent/Onsite Personnel in Charge
- Project Work Schedule
- Certified Weekly Payrolls
- Equipment and Construction Warranties

L.7. 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, or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for: **02/23/2023, 9:00 AM Mountain Time.** Participants will meet at: Lower Brule Health Center, 601 Gall St, Lower Brule, SD 57548. Meet at the clinic parking lot in the front of the building.
POC is Korry Burkhead, Korry.Burkhead@ihs.gov, 605-945-5437

L.8. Provisions Incorporated by Reference:

52.204-7 System for Award Management. Oct 2018
52.204-16 Commercial and Government Entity Code Reporting. Aug 2020
52.204-22 Alternative Line Item Proposal. Jan 2017
52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. Mar 2014
52.225-10 Notice of Buy American Requirement-Construction Materials. May 2014
52.228-17 Individual Surety—Pledge of Assets (Bid Guarantee). Feb 2021
52.236-27 Site Visit (Construction), Alternate I. Feb 1995
52.237-1 Site Visit. Apr 1984
HHSAR 352.239-74 Electronic & Information Technology Accessibility. December 2015

L.9. Provisions Incorporated in Full Text:

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 52.228-1 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)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

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

https://www.acquisition.gov/?utm_medium=email&utm_source=govdelivery

(End of provision)

End of Section

SECTION M Evaluation Factors For Award

M.1. Basis of Award: The best value evaluation for this award will be Lowest Priced Technically Acceptable based on evaluations of price, administrative, technical, and past performance in accordance with FAR 13.106-2(b).

The Government intends to award one (1) contract as a result of this solicitation.

The evaluation process will be as follows:

The Government will evaluate price based on the "Total Price" included in Section B of this solicitation.

The Government will evaluate the lowest-priced offer first to determine if it is acceptable. If acceptable, the evaluation process will stop and the award will be made to that offeror. If the lowest-priced offer is not acceptable, the Government will evaluate the next lowest-priced offer until an acceptable offer is found.

1. **Factor 1: Administrative Matters:** Rated as acceptable or unacceptable. To be rated "acceptable", the following five (5) items must be rated as "acceptable".
 - a. **Standard Form 1442:** properly filled out.
 - b. **Price Schedule:** Fill the Price Schedule on PDF page 5 of "B01 RFQ Parking Lot Improvements Lower Brule". The total price must match Block 17 of the SF-1442.
 - c. **Self Performance:** Fill "B01 Attachment 4 Self Performed Calculation Sheet (Construction)" showing at least 15% performance by similarly situated subcontractors.
 - d. **HUBZone:** The offeror must be a HUBZone small business. The Government will verify the HUBZone small business status in SAM.
 - e. **Bid Guarantee:** At least 20% of the total offered price in accordance with FAR 52.228-1.
2. **Factor 2 Technical Ability:** Rated as acceptable or unacceptable. To be rated "acceptable", both subfactors must be rated as "acceptable".
 - **Subfactor 1:** Schedule. Offerors must demonstrate the ability to meet the 365 days POP. Special emphasis is placed in meeting the ramp and doors requirements described in the SOW (2.D and 2.E).
 - **Subfactor 2:** Technical. Offerors must demonstrate the ability to perform the Electrical and Concrete critical tasks.
3. **Factor 3 Past Performance:** Rated as acceptable or unacceptable.
 - Measures the risk of non-performance.
 - The three references of similar work may have been performed by the offeror's company or by key personnel within the company.
 - The Government will assess the recent and relevant portions of the references.

- The Government will assess the risk of non-performance from any source of past history information available.

Award Without Discussions. The Government intends to evaluate offers and award without discussions.

The Government reserves the right to ask for clarifications from the lowest-priced offeror being evaluated without approaching other offerors.

The Government reserves the right to enter into negotiations with the lowest-priced offeror being evaluated without approaching other offerors.

End of Section