

Nurse Practitioner Services – Medical Department

This is a **combined synopsis/solicitation** for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

Solicitation no. IHS1472879 is issued as a request for quotation (RFQ).

The solicitation document incorporates provisions and clauses that are those in effect through Federal Acquisition Circular (FAC) 2023-01 Effective December 30, 2022.

The solicitation is a Buy Indian Small Business Set aside under the North American Industry Classification System (NAICS) code 561320 with an associated small business size standard of \$30.0 million

****Buy Indian set aside, per Buy Indian Act, 25 U.S.C. 47 and only quotes from Buy Indian small business will be accepted****

SCHEDULE OF ITEMS					
CLIN NO.	Description	Quantity	Unit	Price	Extended Price
1	16 hrs. per day 365 days per year	7000	Hrs.		
				TOTAL	

Performance Work Statement (PWS) for Non-Personal Service, Nurse Practitioner for ED and Ambulatory Care, is included as an attachment.

This is a Labor-hour Non-personal Service Performance Contract for Nurse Practitioner Services. To provide a full spectrum outpatient medical services to patients of all ages in the Fast Tract of the Emergency Department of the Crownpoint Healthcare Facility, in accordance with section 6.0 of the (PWS). The Contractor shall provide coverage 10-12 hrs. a day Sunday to Saturday, 8:00 am to 9:00 pm with additional hours on an “As-Needed Basis”. The total length of coverage will cover 52 weeks with a not to exceed 7000 hours. The period of performance is estimated to begin on July 1, 2023 or within thirty days after award. The Government DOES NOT guarantee a specific shift to any individual(s). It will greatly depend on patient case load. **NOTE: At the time of this announcement almost Full Coverage is needed, and the ability for contractor(s) to provide the capabilities of providing substitute providers in case of sudden absences.**

The Contractor shall provide an all-inclusive rate, (Regular, OT, and holidays) and is responsible for all other costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc. The Contractor shall be responsible for housing respective providers, and if there are no government quarters are available upon selection, the provider will be placed on a waiting list to acquire Government quarters. If Government housing becomes available, the provider shall contact the CPHF Housing Manager, to submit a housing application and make rental/payments arrangements; call housing manager @ (505) 786-6497.

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The provision at **52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021)**, applies to this acquisition. Addenda are included. The following addenda also apply. *Offerors must read and follow these additional instructions to receive consideration.*

1. **System for Award Management (SAM) Registration:** FAR 4.1102 Policy - Offerors and quoters are required to be registered in SAM at the time an offer or quotation is submitted in order to comply with the annual representations and certifications requirements.
2. **Technical Proposal and Past Performance Information:**
Offerors should submit resumes, curricula vitae, and/or a written narrative that thoroughly addresses all three (3) non-price evaluations factors listed in the Evaluation Factors section below. The narrative should be supported by evidence that gives credibility to the statements made by the offeror and in turn gives the Government enough information to understand and gain confidence in what the offeror is stating. There is no limit on the length of the narrative, but should be of a reasonable length and well supported.
3. **Medical Liability Insurance:** (FAR 52.237-7)
Provide evidence of Indemnification and Medical Liability insurance, \$1,000,000 per specialty per occurrence, \$3,000,000 aggregate,
4. **Price Proposal:**
Submit unit and extended pricing for each Contract Line Item Number (CLIN) listed. Pricing must be provided for every CLIN.
5. **Copies of Proposal:**
Only one copy of the proposal technical/past performance and price proposal is required to be submitted. Offers can be submitted by email.
6. **IHS IEE Representation Form – Jan 2022 – 508 Compliant:**
Fill out the attached IHS Buy Act Indian Economic Enterprise Representation Form.

The provision at **52.212-2, Evaluation – Commercial Products and Commercial Services (NOV 2021)**, applies to this acquisition. The following factors shall be used to evaluate offers/quotes:

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, at a minimum all evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Following factors shall be used to evaluate offers.

- 1) **Minimum Requirements:** Only proposals received from offerors meeting the following minimum requirements shall be considered:
 - a. **Experience:** The Contractor shall ensure that all contracted nurse practitioners have completed an advanced practice nurse training program per Medical Staff Bylaws.
 - b. **License/registration:** The Contractor shall possess a current, valid unrestricted license in a state of the US, the District of Columbia, the Commonwealth of Puerto Rico, or a Territory of the United States, throughout the term of this contract.
 - c. **Certifications:** A Current basic Life Support (BLS), PALS and ACLS is mandatory. Board certification, either AANP or FNCP. Proof of an active and unrestricted NP License and DEA license. Pediatric Life Support (PALS) is strongly recommended.
 - d. **Health Requirements/Conditions of Employment:** The Contractor shall also provide the following documentation before employment:
 - i. Immunity to Rubella, Mumps, Measles.
 - ii. Immunity to Hepatitis A and B.
 - iii. History of chicken pox disease or positive titer.
 - iv. Tetanus Diphtheria (Td) within the last 5 years.

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- v. Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.
 - vi. A signed declination of the Hepatitis B vaccination series will be accepted
 - e. **Language Requirement and Cultural Awareness.** The Contractor shall read, understand, speak and write English to effectively communicate with patients and other health care workers, and shall be respectful of the local, American Indian and Alaska Native culture.
 - f. **Information Technology Skills:** The Contractor shall possess basic knowledge, skills and abilities to use a computer. Familiarity with RPMS and past experience with our patient population would be much appreciated.
 - g. **Background Checks:** All federal contractors have to undergo pre-screening, which includes finger printing as required by federal law.
- 2) **Technical Evaluation Factors:** Offerors whose proposals show that they meet the foregoing minimum requirements shall be evaluated based on the following technical factors which are listed in descending order of importance, with the combination of all such technical factors significantly more important than price:
- i) **Shift Coverage:**
 - (1) Performing almost or 100% of consecutive day's coverage.
 - (2) Substitute providers in case of sudden absences.
 - ii) **Key Personnel: S**
 - (1) Two (2) References for each submitted contracted RN
 - (2) Availability of start date to end of contract.
 - (3) Interview with submitted contracted RN
 - iii) **Past Performance:**
 - (1) Project Titles
 - (2) Dollar Amounts
 - (3) Percentage of award completion.
- 3) **Price:**
- i) The overall cost to the Crownpoint Healthcare Facility is an important factor, but when all evaluation factors other than cost or price, when combined are significantly more important than cost or price.

Offerors/quoters must include with its offer/quote a completed copy of the provision at **52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (NOV 2021)**.

The following Federal Acquisition Regulation provisions also apply:

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	OCT 2020
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION	FEB 2007
52.233-2	SERVICE OF PROTEST	SEPT 2006

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52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE www.acquisition.gov/browse/index/far , www.acquisition.gov/hhsar	FEB 1998
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52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS ALTERNATE I (NOV 2021)	OCT 2018
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The clause at **52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services (JAN 2022)**, applies to this acquisition. The following additional FAR clauses cited in the clause are applicable to the acquisition:

Clause No.	Clause Name	Clause Date
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.204-14	Service Contract Reporting Requirements	Oct 2016
52.209-6	Protecting the Governments' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	Mar 2020
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-9	Small Business Subcontracting Plan	Jun 2020
52.219-14	Limitations on Subcontracting	DEVATION 2019-01
52.219-16	Liquidated Damages-Subcontracting Plan.	Jan 1999
52.219-28	Post Award Small Business Program Re-representation.	Nov 2020
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Oct 2020
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.224-3	Privacy Training	Jan 2017
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018

The following Federal Acquisition Regulation clauses also apply:

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52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.252-2	CLAUSES INCORPORATED BY REFERENCE www.acquisition.gov/browse/index/far , www.acquisition.gov/hhsar	FEB 1998

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *15 days before end of contract*.

(End of clause)

52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997
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(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) [37.101](#), under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.00

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting

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Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e)The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f)The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses incorporated by reference also apply:

352.223-70	SAFETY AND HEALTH	DEC 2015
352.224-70	PRIVACY ACT	DEC 2015
352.224-71	CONFIDENTIAL INFORMATION	DEC 2015
352.226-1	INDIAN PREFERENCE	DEC 2015
352.226-2	INDIAN PREFERENCE PROGRAM	DEC 2015
352.237-70	PRO-CHILDREN ACT	DEC 2015
352.237-70	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015
352.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	DEC 2015

352.237-75	KEY PERSONNEL	DEC 2015
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The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts, the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(end of clause)

352.226-4	NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE	MAR 2022
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Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, pre-solicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

352.226-6	INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS	MAR 2022
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(a) Definitions as used in this clause.

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

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

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

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

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

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

(d) Cooperation. The contractor must:

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

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

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

(End of clause)

352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	FEB 2022
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(a) *Definitions.* As used in this clause –

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

- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of Clause)

The following local Indian Health Service, Crownpoint Healthcare Facility special instructions also apply:

CHF-01	NON-PERSONAL SERVICES	
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The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of a personal services nature, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

(End of clause)

CHF-02	NON-PERSONAL HEALTH CARE SERVICES	
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This is a non-personal health care services contracts, as defined in FAR 37.101, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services

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provided, but retains no control over the medical, professional aspects of services rendered. The Contractor indemnifies the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during contract performance. The Contractor must maintain medical liability insurance in the coverage amounts identified in the clause at 52.237-7 Indemnification and Medical Liability Insurance, which must flow down to any of the Contractor's subcontracts for provisions of health care services.

(End of clause)