

## SECTION C – CONTRACT CLAUSES

<b>52.252-2</b>	<b>CLAUSES INCORPORATED BY REFERENCE</b>	<b>FEB 1998</b>
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

[https://www.acquisition.gov/sites/default/files/page\\_file\\_uploads/CAAC%20Letter%202019-01.pdf](https://www.acquisition.gov/sites/default/files/page_file_uploads/CAAC%20Letter%202019-01.pdf)

(End of clause)

<b>52.212-4</b>	<b>CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	<b>NOV 2021</b>
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<b>52.212-5</b>	<b>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	<b>OCT 2022</b>
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (DEVIATION 2019-01) ([15 U.S.C. 657a](#)).

\_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (DEVIATION 2019-01) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (DEVIATION 2019-01) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

\_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

- \_\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- \_\_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (DEVIATION 2019-01) ([15 U.S.C. 637s](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- \_\_\_X\_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEVIATION 2019-01) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Non-manufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_X\_\_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_X\_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- \_\_\_X\_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_\_\_X\_\_\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_\_\_X\_\_\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_X\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_ (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).

\_X\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_ (ii) Alternate I (JAN 2021) of [52.225-3](#).

\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).

\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_X\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_X\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_X\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_X\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

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

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**The following Federal Acquisition Regulation clauses also apply:**

52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984

**The following Department of Health and Human Services Acquisition Regulation clauses also apply:**

352.223-70	SAFETY AND HEALTH	DEC 2015
352.224-71	CONFIDENTIAL INFORMATION	DEC 2015
352.226-1	INDIAN PREFERENCE	DEC 2015



<b>352.232-71</b>	<b>ELECTRONIC SUBMISSION OF PAYMENT REQUESTS</b>	<b>FEB 2022</b>
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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](http://www.ipp.gov) or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of Clause)

<b>NNMC-01</b>	<b>CONTRACTING OFFICER’S REPRESENTATIVE</b>	<b>AUG 2022</b>
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- (a) *Definition.* “Contracting Officer’s Representative (COR)” means an individual designated in by the Contracting Officer as authorized personnel 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.

- (b) Per FAR Subpart 1.602-2(d): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR). The Contracting Officer Representative (COR) is:

*Deborah Denetclaw – COR Level II*

- (c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR’s authority on behalf of the CO.

- (d) *Limitations.* The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Any contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO.

(End of Clause)

## **SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.**

Attachment A – Statement of Work

Attachment B – Specification

**Statement of Work (SOW)**  
**Eyewash Stations**

**I. Purpose**

- a. The primary objective of this project is to install and provide plumbing as needed to (7) new eyewash station at the Dzilh-Na-O-Dith-Hle Health Center (DZHC). The departments that require an eyewash include Facility Maintenance, Janitor Closet/Housekeeping Rooms, Laboratory, Soiled Room, and Patient Cast Room.

**II. Scope of Work**

- a. Vendor is required to make a site visit to complete an assessment and determine the needs for the eyewash station installation.
- b. Vendor will need to ensure the eyewash stations meet the standard requirements of providing tepid water, 16 to 38 degrees Celsius (60 to 100 degrees Fahrenheit) and have one action to active the eyewash station.
- c. Vendor will need to provide the department supervisor a quote with specifications.
- d. Vendor will provide labor, materials, and travel required to install the new eyewash station.
- e. Vendor will remove any existing eyewash station as needed and dispose of the old equipment, prep the area and install the new eyewash stations.
- f. Vendor technicians will maintain control of all vendor tools and equipment at the jobsite. At no time will the government be responsible for lost, damaged, or missing tools, equipment, or parts that are property of the vendor on the jobsite. Lost tools and equipment will immediately brought to the attention of supervisor.
- g. Any debris or trash created by the vendor or replaced parts on the jobsite will be disposed of by the vendor.
- h. Vendor will work with Maintenance supervisor to make scheduling arrangements to ensure the eyewash is completed.
- i. Vendor will be require to follow any standards of IRCA/PICA.

**III. Location of Work**

- a. The location will be at DZILTH-NA-O-DITH-HLE Health Center
- b. Address: 6 Road 7586 Bloomfield, NM 87413

**IV. Period of Performance**

- a. The period of performance is yet to be determined, but may begin upon issuance of a notice to proceed.
- b. Upon arrival, the vendor must check in with DZHC Security, receive health screens and obtain a visitor's pass and report to Maintenance department.

**V. Deliverable Schedule**

- a. DZHC Facility hours of operation are Monday – Friday from 8:00am – 4:30pm and closed on Federal Holidays.
- b. The loading dock is available during business hours.

**II. Applicable Standards**



- a. Vendor shall provide supervision, personnel, maintenance, equipment, transportation, tools, and labor necessary to install the equipment noted above as prescribed in this SOW. The vendor will provide all required safety equipment. All equipment used under this contract shall meet all Guardian ANSI/ISEA Z358.1-2014, compliance, Facility Guidelines Institute, OSHA, EPA, National Electrical Codes, Building Codes, and/or any other applicable guidelines. All safety equipment must be used, and used for its intended and designed purpose. Unsafe acts by the vendor will be reported the Contracting Officer.
- b. The vendor will not use any government equipment or personnel in performance of their duties.

### III. Special Requirements

- a. Vendor will work with Maintenance Supervisor regarding scheduling of the eyewash station installation.

### IV. Type of Contract/Payment Schedule

- a. At this time, a receipt for work accomplished will be given to department supervisor as proof work was performed. This receipt will also be sent to the Acquisition Office. The vendor is still required to invoice the Maintenance Department and/or Receiving Agent, Joseph Manuelito. This receipt will assist the Receiving agent to sign off invoices quickly.

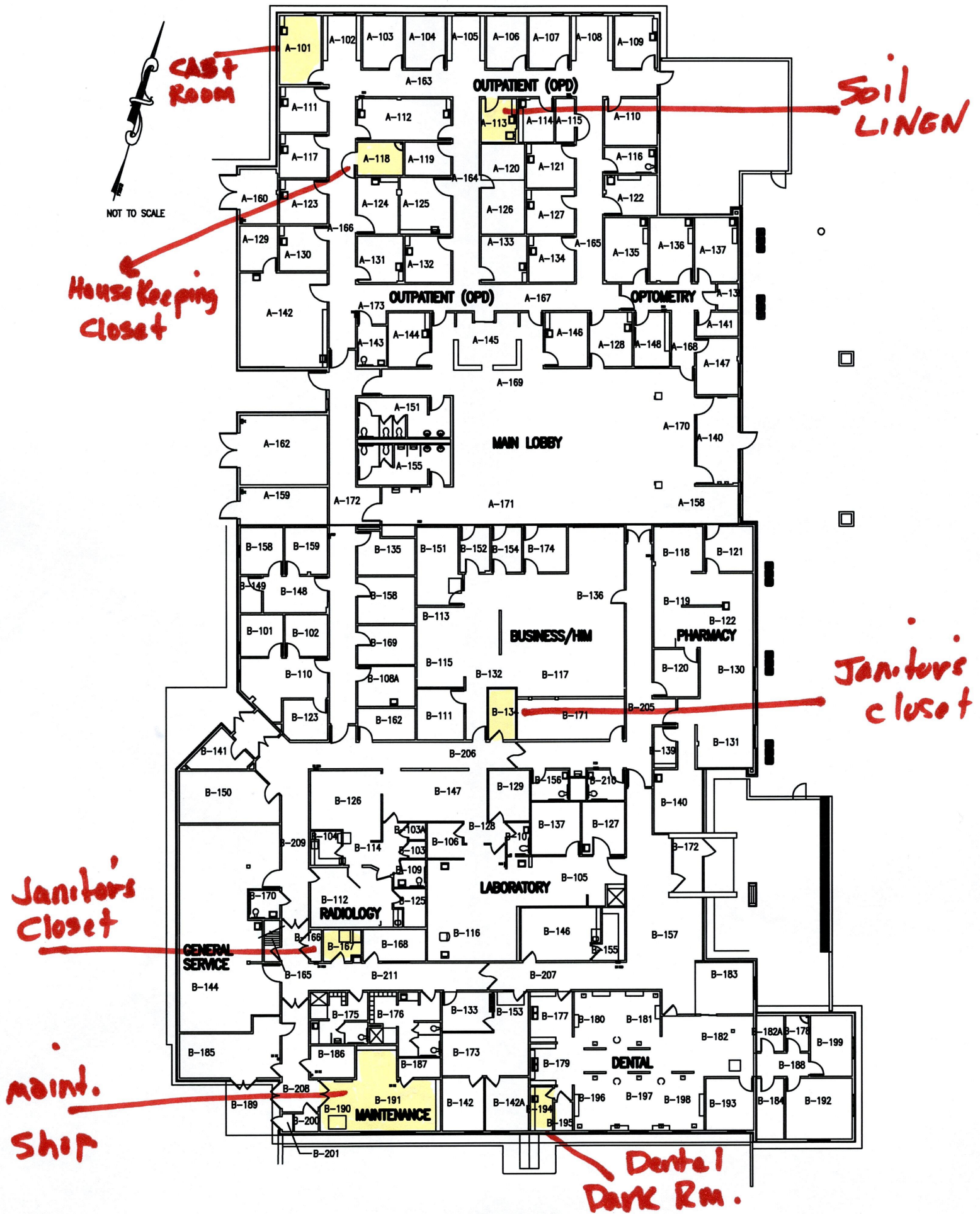
### V. Miscellaneous

- a. After finishing installation, the vendor must check out with the supervisor and/or project manager. The supervisor will inspect all work performed and will ensure work has been accomplished and meets requirements necessary for the government.
- b. Any dust, dirt, debris on floor that is caused by the vendor will be swept up and cleaned before the vendor leaves and will be disposed of. Unless otherwise stated in this SOW, the contractor will remove all debris from area and will not dispose of items in the Department's trash or trash dumpsters unless approval by department supervisor. The areas will be checked at vendor checkout and vendor will not be released until area is clean.
- c. Cardboard boxes may be disposed of in the cardboard dumpster once inspected by Department supervision.
- d. Any work accomplished that is not according to this SOW or items that require rework due to workmanship or neglect will be corrected at no additional cost to the Government at the discretion of the Contracting Officer. Rework will need to be accomplished on the spot in a timely manner or can be rescheduled through an appointment for a later time as long as there is no significant negative impact on clinic operations.

### VI. Point of Contact

- a. Maintenance Mechanic Supervisor: Ernest Sandoval, work #505-960-7893.

# EYE WASH STATION FLOOR PLAN



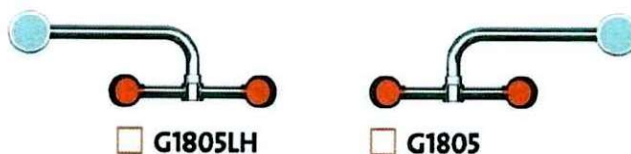




# Guardian

## Eyewashes

- ☐ **G1805** Eyewash, Deck Mounted AutoFlow™ 90° Swivel, Right Hand Mounting
- ☐ **G1805LH** Eyewash, Deck Mounted AutoFlow™ 90° Swivel, Left Hand Mounting



**Application:** AutoFlow™ eyewash for mounting next to sink. Swinging the spray head assembly horizontally out over the sink activates the water flow. The unit remains in operation until the spray head assembly is swung back into the storage position, closing the valve.

**Spray Head Assembly:** Two GS-Plus™ spray heads. Each head has a "flip top" dust cover, internal flow control and filter to remove impurities from the water flow.

**Valve:** 1/2" IPS plug-type valve with Teflon® coated O-ring seals. Swinging head assembly from storage to operational position opens orifice and activates water flow. Unit remains in operation until head assembly is returned to storage position.

**Strainer:** Unit is furnished with in-line strainer to protect valve and spray heads from debris in water line.

**Mounting:** Unit may be mounted on right side (G1805) or left side (G1805LH) of sink. Furnished with mounting shank, positioning lugs, locknut and washer for securing unit to counter.

**Construction:** Polished chrome plated brass.

**Supply:** 1/2" NPT female inlet.

**Sign:** ANSI-compliant identification sign.

**Quality Assurance:** Unit is completely assembled and water tested prior to shipment.

### Available Options

- ☐ **DC** Stainless steel dust cover for each spray head.
- ☐ **TMV** G3600 thermostatic mixing valve precisely blends hot and cold water to deliver warm (tepid) water as required by ANSI Z358.1-2009. Refer to "Tempering Units" section for complete technical and product selection information.

Guardian Equipment 312 447 8100 TELEPHONE  
1140 N North Branch St 312 447 8101 FACSIMILE  
Chicago, IL 60642 gesafety.com

Listed 8116. Units have been tested to and comply with ANSI Z358.1-2009 and the Uniform Plumbing Code.



ETL Listed 101496. Units have been tested to and comply with ANSI Z358.1-2009.

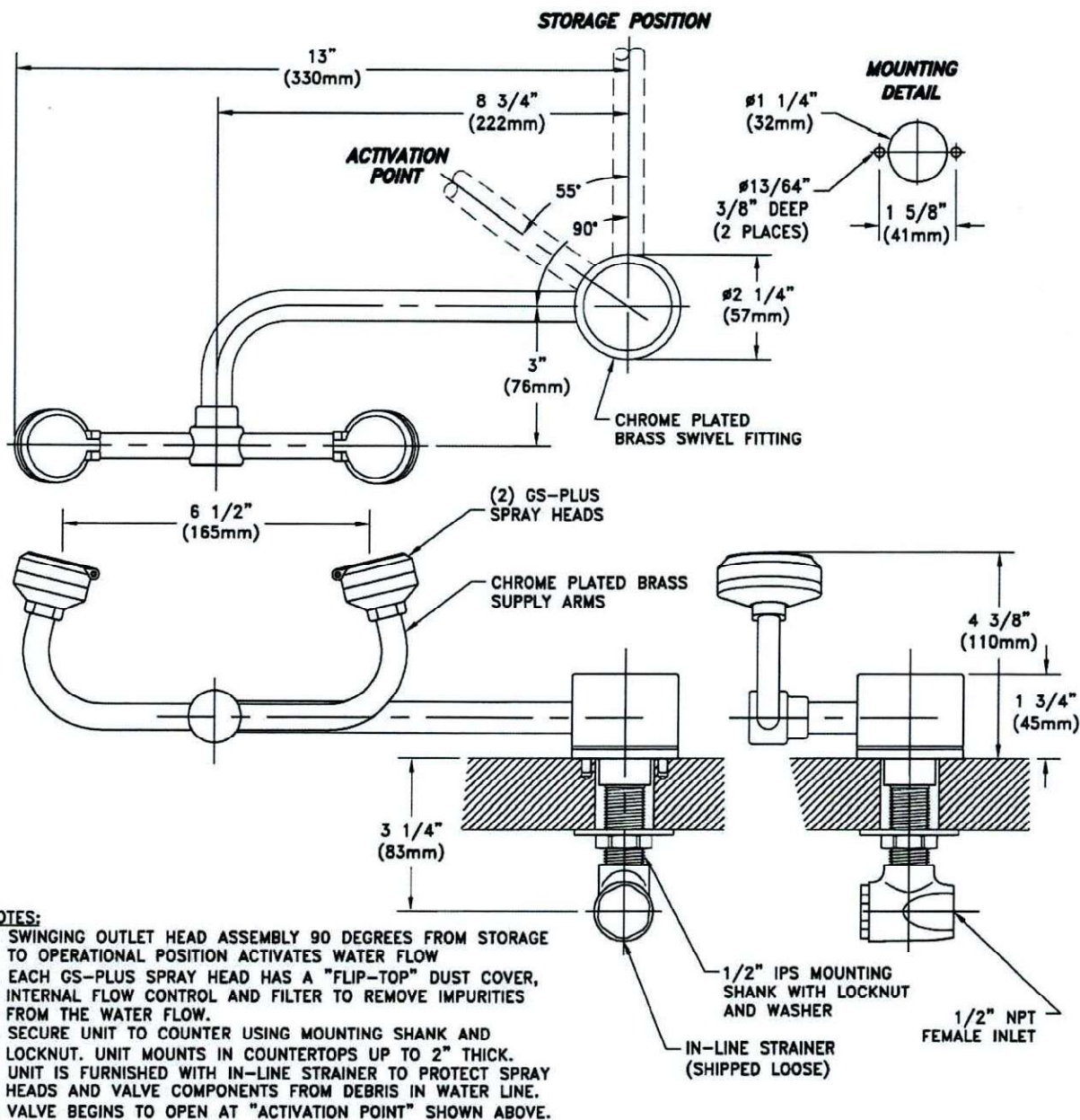




# Guardian

## Eyewashes

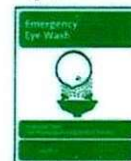
- ☐ **G1805** Eyewash, Deck Mounted AutoFlow™ 90° Swivel, Right Hand Mounting
- ☐ **G1805LH** Eyewash, Deck Mounted AutoFlow™ 90° Swivel, Left Hand Mounting



THIS SPACE FOR ARCHITECT/ENGINEER APPROVAL

Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are  $\pm 1/4"$  (6mm). rev. 0114

Sign Included



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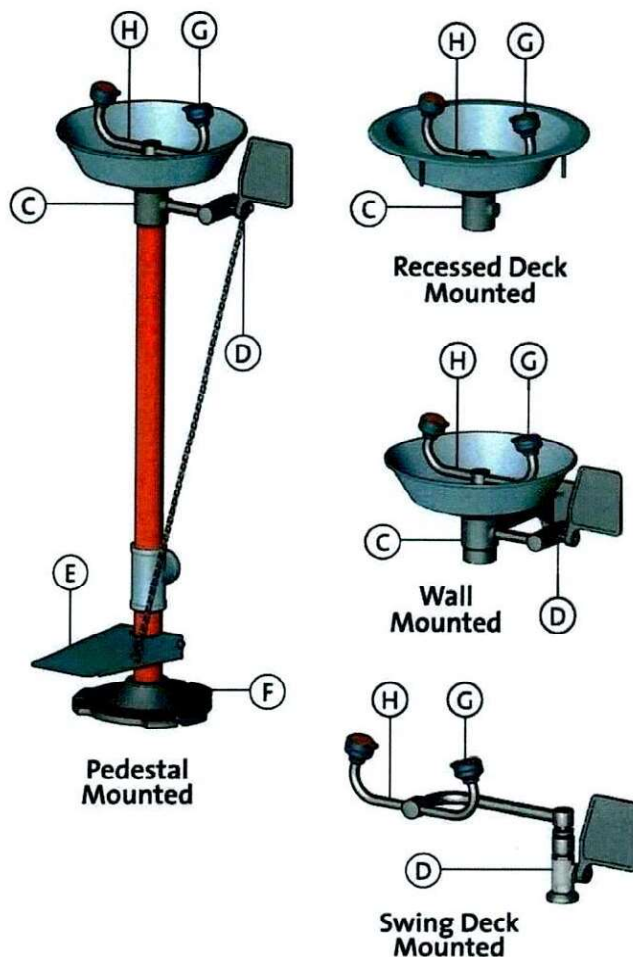
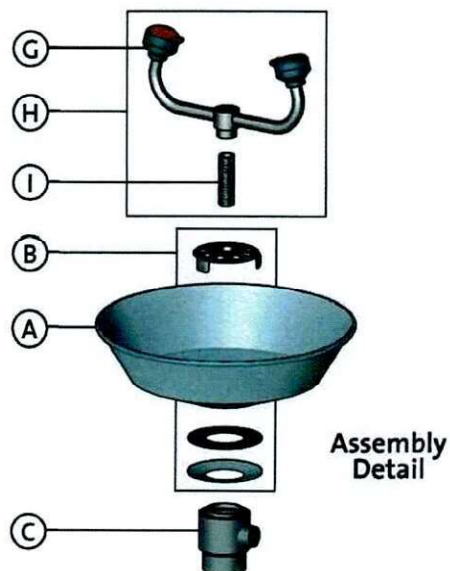




# Guardian

Parts List  
Eyewashes  
(2 GS-Plus™ Spray Heads)

Item	Part Number	Description
<b>Bowls</b>		
A	100-009ORG-R	Orange ABS Plastic Bowl
	100-009GRN-R	Green ABS Plastic Bowl
	100-009YEL-R	Yellow ABS Plastic Bowl
	100-008R	Stainless Steel Bowl
	AP100-011A	Stn. Stl. Flanged Bowl For Deck Mount
<b>Drain Plate Assemblies</b>		
B	AP150-012A	Drain Plate Assembly for Plastic Bowls
	AP150-012B	Drain Plate Assembly for Stainless Bowls
<i>Note: Includes Drain Plate, Cupped Washer, And Gasket</i>		
<b>Waste Receptors</b>		
C	150-014E-2	Cast Aluminum Waste Receptor for Wall Mount Units
	150-066-2	Cast Aluminum Waste Receptor for Pedestal Units
<b>Ball Valve Assemblies</b>		
D	AP600-101H	1/2" IPS Stay-Open Chrome Plated Brass Ball Valve with Flag Handle, Horizontal
	AP600-101V	1/2" IPS Stay-Open Chrome Plated Brass Ball Valve with Flag Handle, Vertical
	AP600-101H-HFC	1/2" IPS Stay-Open Chrome Plated Brass Ball Valve with Flag Handle, for Hand/ Foot Control, Horizontal
	AP600-101V-HFC	1/2" IPS Stay-Open Chrome Plated Brass Ball Valve with Flag Handle, for Hand/ Foot Control, Vertical
	AP600-104	1/2" IPS Brass Stay-Open Ball Valve, Push-Down Control
E	AP050-010	Stainless Steel Foot Treadle and Return Spring with Aluminum Clevis Pin
F	150-032	Powder Coated Cast Aluminum Floor Flange, 1-1/4" NPT Female Connection
G	AP470-001	GS-Plus™ Spray Head Assy.
H	AP470-100R	(2) GS-Plus™ Spray Heads with Chrome Plated Brass Fittings
I	BI136-02-04	3/8" IPS X 2-1/4" Brass Shank



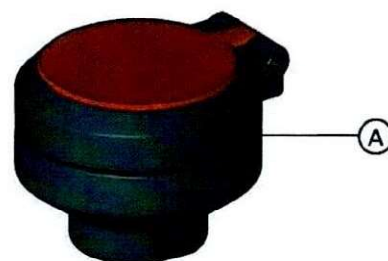




This guardian equipment product is equipped with GS-Plus™ spray heads. Each head features:

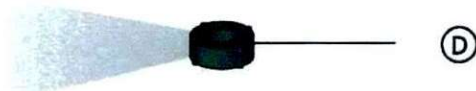
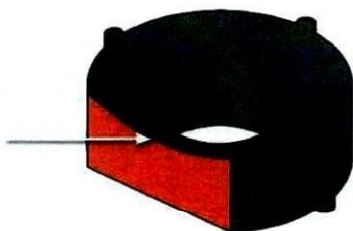
- Tough polypropylene plastic construction
- Highly visible integrated nylon dust cover
- Easily accessible 1.8 GPM flow control
- Dense (60 pore per inch) polyurethane filter
- Unique design provides a consistently soft, full spray of water across a range of working pressures from 30 to 100 PSI.

Item	Part Number	Description
A	AP470-001	GS-Plus™ Spray Head (assembled)
B	AP470-002R	Dust Cover and Cap Assembly
C	470-004R	60 PPI Polyurethane Filter
D	470-005R	1.8 GPM Flow Control



## IMPORTANT

In order to operate properly, the flow control must be inserted into the body *concave end first*.





- ☐ **G1825** Eyewash, Pedestal Mounted, Stainless Steel Bowl
- ☐ **G1825P** Eyewash, Pedestal Mounted, Plastic Bowl

**Application:** Free standing, pedestal mounted eyewash. Two GS-Plus™ spray-type spray heads deliver a flood of water for rinsing eyes.

**Spray Head Assembly:** Two GS-Plus™ spray heads. Each head has a "flip top" dust cover, internal flow control and filter to remove impurities from the water flow.

**Valve:** 1/2" IPS chrome plated brass stay-open ball valve. Valve is US-made with chrome plated brass ball and Teflon® seals.

**Bowl:** 11-1/2" diameter. Bowl is stainless steel (G1825) or orange ABS plastic (G1825P).

**Pipe and Fittings:** Schedule 40 galvanized steel. Furnished with orange polyethylene covers for vertical piping for high visibility and corrosion resistance.

**Supply:** 1/2" NPT female inlet.

**Waste:** 1-1/4" NPT female outlet.

**Sign:** ANSI-compliant identification sign.

**Quality Assurance:** Valve, bowl and spray head assembly is factory assembled and water tested prior to shipment.

### Available Options

- ☐ **BC** Stainless steel bowl cover (G1825 only). Cover protects unit against contaminants. Cover is automatically raised when unit is activated.
- ☐ **DC** Stainless steel dust cover for each spray head.
- ☐ **HFC** Hand and foot control. Eyewash is activated by flag handle or foot treadle.
- ☐ **HS** Auxiliary hand-held drench hose for rinsing eyes, face or body.
- ☐ **SC** Self-closing ball valve. *Note: Eyewashes with self-closing valves do not comply with ANSI Z358.1-2009.*
- ☐ **TMV** G3600 thermostatic mixing valve precisely blends hot and cold water to deliver warm (tepid) water as required by ANSI Z358.1-2009. Refer to "Tempering Units" section for complete technical and product selection information.

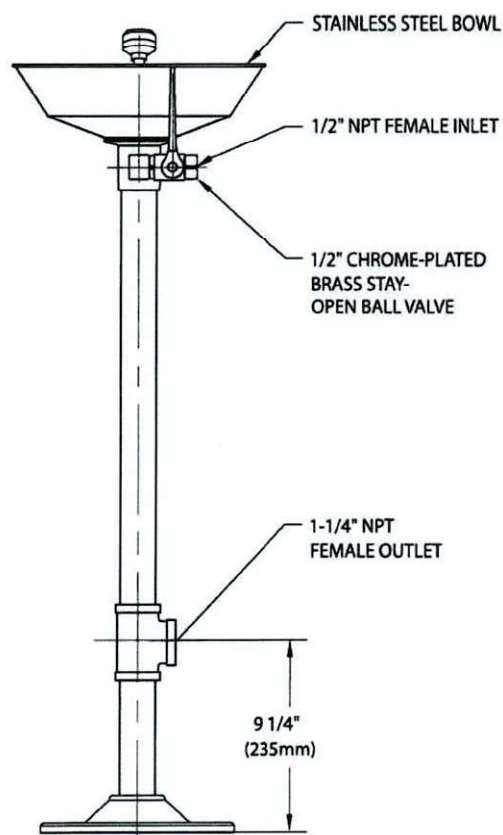
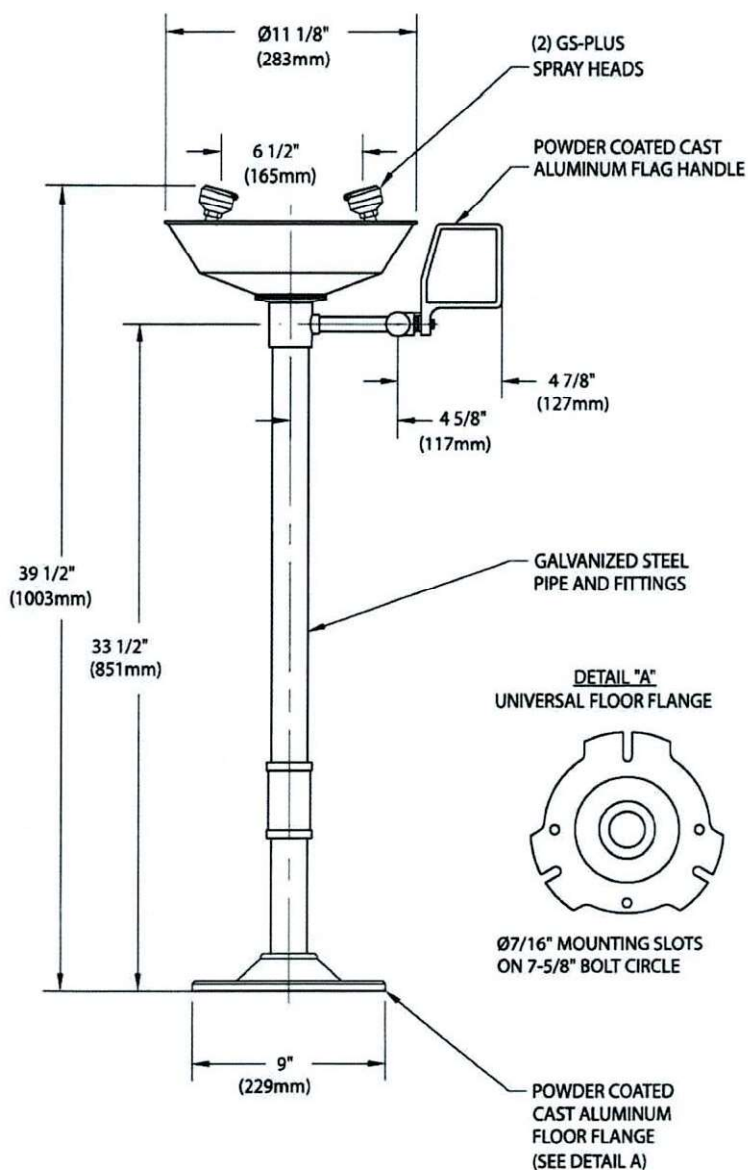




# Guardian

## Eyewashes

- ☐ **G1825** Eyewash, Pedestal Mounted, Stainless Steel Bowl
- ☐ **G1825P** Eyewash, Pedestal Mounted, Plastic Bowl



**NOTE:**  
EACH GS-PLUS SPRAY HEAD HAS A "FLIP-TOP" DUST COVER, INTERNAL FLOW CONTROL AND FILTER TO REMOVE IMPURITIES FROM THE WATER FLOW.

THIS SPACE FOR ARCHITECT/ENGINEER APPROVAL

Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are  $\pm 1/4"$  (6mm). rev. 0114

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ETL Listed 101496. Units have been tested to and comply with ANSI Z358.1-2009.



Sign Included





## SECTION E – SOLICITATION PROVISIONS

<b>52.252-1</b>	<b>SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</b>	<b>FEB 1998</b>
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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/browse/index/far>

(End of Provision)

<b>52.212-1</b>	<b>INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	<b>NOV 2021</b>
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To be considered for award, your offer shall include the following documents:

1. Provide proposal that would satisfy the requirements identified in the Objective, Scope, and Task section of the Statement of Work.
2. Provide evidence of the Contract Company's past performance of comparable scope and complexity in providing services with the past three (3) years.
3. Provide certifications to in which licensee is qualified and authorized to perform services.
4. Provide total cost for requested service.

Evaluation factors will be based on the following:

1. Capable of meeting the government's need;
2. Adherence to the Statement of Work

Email your offer to the contact listed below:

The Purchasing Agent (PA) for this action is: Juliana Jim-Johnson, (505) 368-6291; email: [juliana.jim-johnson@ihs.gov](mailto:juliana.jim-johnson@ihs.gov)

Questions may be submitted in writing via email three (3) days prior to the RFQ Closing Date.

<b>52.212-2</b>	<b>EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	<b>NOV 2021</b>
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- (a) 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, price and other factors considered. The following factors shall be used to evaluate offers:

The Government reserves the right to issue a single award or multiple awards to contractor(s) whose quote represents the best value as defined by FAR 2.101.

In determining best value, price, and other Evaluation Factors will be considered: past performance and adherence to the Objective, Scope, and Task Section of the Statement of Work. The evaluation factors and significant sub factors when combined are more important than the price.

- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)